

# VORTEX® TURKEY HUNT GIVEAWAY – OFFICIAL RULES

*Please read these official rules (“Official Rules”) before entering this Vortex Optics Contest (the “Contest”), which is sponsored by Sheltered Wings, Inc. d/b/a Vortex Optics (“Vortex Optics”). By entering this Contest, you agree to be bound by these rules and that you satisfy all eligibility requirements. The Contest begins January 16, 2023 and concludes on April 21, 2023 (the “Contest Period”).*

## 1. ELIGIBILITY.

No purchase is necessary to enter or win. This contest is open to legal residents of the fifty (50) United States, the District of Columbia, PUERTO RICO, and GUAM who are 18 years of age or older. Employees of Vortex Optics (“Sponsor”), Sponsor Partners and their respective parents, subsidiaries, affiliates, advertising agencies and members of their immediate family, are not eligible to enter or win. Selected Contest winner must be eligible under federal, state and local law for ownership (if applicable), use and possession of a firearm and must be eligible under law in the state and/or country in which the Contest hunt will take place to obtain a hunting license and tags. Void where prohibited by law. Contest is subject to all applicable federal, state, and local laws.

## 2. HOW TO ENTER.

You may enter the Contest by submitting your contact information at the supplied URL between January 16, 2023 and April 21, 2023. An eligible person is entitled to submit a total of one (1) entry into GIVEAWAY. All entries must be received no later than 11:59 pm Central Standard Time (CST) on April 21, 2023.

You may receive five (5) additional official entries by submitting your contact information at the supplied URL featured solely within the Vortex Optics booth and within official Vortex Optics marketing materials provided at the 2023 National Wild Turkey Federation Convention, held February 15-19, 2023 in Nashville, TN. Official entries submitted via the unique URL noted above must be received between 5 pm Central Standard Time (CST) February 14, 2023 and 11:59 pm Central Standard Time (CST) February 20, 2023 to be eligible for additional official entries.

By submitting an entry, you grant to Vortex Optics and its agents and its affiliates an irrevocable, non-exclusive, sub licensable, worldwide, fully paid, royalty-free license to publish, use, adapt, edit, and/or modify your entry (including, without limitation, the text of any review and any submitted photograph) in any way, in any and all media, without limitation, and without payment or any other consideration to the entrant.

## 3. ENTRY REQUIREMENTS AND PARTICIPANT RULES.

All entries must be of authentic name, phone number and email account associated with individual Entrant. The submission of the entry under these Official Rules must not violate the rights of any other party. Any type of automation in the number of postings to gain an unfair advantage is not

allowed and will result in disqualification. The prize winner will be notified directly by Vortex Optics prior to 5:00 pm Central Standard Time (CST) on May 19, 2023 of their status as giveaway winner. Vortex Optics reserves the right, at its sole discretion, to disqualify any entry or any Entrant for any reason, including, but not limited to, any violation of these Official Rules.

#### 4. GIVEAWAY SELECTION PROCESS

All Entrants will be loaded into a database which one (1) randomly selected Entrant will be chosen by 5:00 pm Central Standard Time (CST) on May 12, 2022. The winner will be notified through direct message via phone and/or email communication after the final drawing. Selected Entrants must respond within 48 hours or a new random selection will be made.

#### 5. PRIZES.

**Schedule A** attached prize enclosed.

Vortex Optics and its affiliates reserves the right to substitute prizes of equal or greater value. The odds of winning the prize will be determined by the number of eligible entries received.

#### 6. PRIZE ACCEPTANCE.

Prizes are not transferrable, customizable, or available for trade in. All federal, state, and local taxes and fees associated with the receipt of any prizes are the sole responsibility of the winner. The Prize Winner is required to sign an Affidavit of Eligibility and Liability/Publicity Release (where legal) and return it to Vortex Optics within 10 days of written notification. Prize Winner agrees to sign a talent release prior to the hunt, allowing all photo images and video footage to be used by The Woods Guys, LLC. Prize Winner must demonstrate lawful eligibility to take possession of the Prize won and must comply with all applicable regulations, including without limitation BATF and DMV requirements, before his or her Prize will be released. If Prize Winner fails to return requisite documents within the specified time period, or if potential Prize Winner is not in compliance with these Official Rules or applicable law, then such person shall be disqualified at Vortex Optics sole discretion, an alternate Prize Winner may be selected. The Prize is not transferable and all substitutions are granted at the sole discretion of Vortex Optics.

Prize Winner's entry into the Giveaway constitutes permission (except where prohibited) for Sponsors to use Prize Winner's name, photograph, likeness, statements, biographical information, voice, address (city and state) and entry, in all forms of media, including for advertising or purposes of trade, in perpetuity, without notice or further compensation. The Prize Winner will be responsible for all local, state, and federal taxes associated with the receipt of a Prize. The Prize Winner will receive a 1099-MISC IRS form or other IRS form as determined by Vortex Optics and The Woods Guys, LLC for the value of the Prize. Vortex Optics reserves the right in its sole discretion to substitute any Prize with another Prize of equal or greater value in the event that any Prize (or any component thereof) is not available as determined by Vortex Optics in its sole discretion. If any

winner does not return the declaration as requested, he or she will forfeit any prize and an alternate winner will be selected.

#### 7. LIMITATIONS OF LIABILITY.

Vortex Optics and its affiliates are not responsible or liable for any entry or other communication that is lost, late, damaged, misdirected, illegible, incomplete, or any entry or other communication submitted which is not received due to any computer, online, technical malfunction, delays or human errors that occur in the processing, transmitting, or receiving of entries. If, for any reason, the sweepstake cannot be conducted as planned, including, but not limited to, infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond its control, Vortex Optics reserves the right at its sole discretion to cancel, terminate, modify, or suspend the sweepstake.

#### 8. GENERAL RELEASE.

By entering the giveaway, you release Vortex Optics and its affiliates, its officers, directors, shareholders, agents, representatives, employees, advertising agencies, and their successors and assigns (collectively the Released Parties), from any and all actions, obligations, costs, damages, losses, claims, liabilities and demands of whatever kind or nature now or hereafter against any one or more of the Released Parties, arising from, related to or in any way connected with participation in this sweepstake and receipt of any prize and/or voucher from Vortex Optics and its affiliates.

#### 9. PRIVACY.

Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address will be collected, processed, stored and otherwise used by Vortex® and its affiliates for conducting and administering the Contest and other marketing and promotional purposes.

#### 10. CONSENT.

Unless prohibited by applicable law, by entering the sweepstake you consent to the use of your name, likeness and image, address and/or prize information and/or sweepstake entry for promotional and other purposes without further payment.

By entering the sweepstake, unless prohibited by applicable law, you consent to being placed on Vortex Optics' and its affiliates mailing list and give your express permission to be contacted by Vortex Optics and its affiliates regarding the sweepstake by telephone, e-mail and/or postal mail.

#### 11. CHOICE OF LAW AND VENUE.

By entering the sweepstake, you agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these rules, your rights and obligations, or the rights and obligations of Vortex Optics in connection with the sweepstake, shall be governed by, and construed in accordance with, the laws of State of Wisconsin. By entering the sweepstake, you consent to the jurisdiction and venue of the federal and state courts located in Madison, Wisconsin.

## 12. MISCELLANEOUS.

All firearm products and associated companies' names are trademarks™ or registered® trademarks of their respective holders.

Click here to access Vortex Optics' Privacy Policy. <https://vortexoptics.com/privacy-policy-cookie-restriction-mode>

### **SCHEDULE A**

#### **Giveaway Items**

- Selected winner will receive a turkey hunt with The Woods Guys, LLC hosted by The Hunting Public, in a state to be determined, in 2024.
- Selected winner will receive full contents of the Turkey Hunt Giveaway, including optics and apparel from Vortex® valued at \$2,839.98 MSRP, to include:
  - Lodging;
  - Necessary hunting licenses and/or tags;
  - \$1,000 allowance for travel;
  - Viper® HD 8x42 binoculars;
  - Sparc® Solar Red Dot; and
  - \$150 Vortex® apparel package.