

## YAKIMA WINTER TAILGATING GIVEAWAY 2020 Yakima Products, Inc.

## **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER

**Eligibility**: Only legal U.S. residents 18 years of age or older are eligible to enter the "YAKIMA WINTER TAILGATING GIVEAWAY 2020" ("Contest"). Void where prohibited by law. The Contest begins at 12:00: 01 am PST on December 2, 2020, and can be canceled at any time. The following persons are not eligible to enter the Contest: Employees, officers and directors of Yakima Products, Inc. ("Sponsor") and Sponsor's affiliated companies, subsidiaries, suppliers, vendors, representatives, distributors, advertising agencies, and promotional suppliers (collectively, "Sponsor Affiliates"), and members of the immediate families and/or persons living in the same household as the foregoing individuals.

**Entry Period**: The entry period for this Contest begins 12:00: 01 am PST on December 2, 2020, and ends on December 25, 2020, at 11:59:59PM PST ("Entry Period"). The sponsor's computer, or its third-party service provider's computer, is the official timekeeping device for the Contest.

A winner will be randomly chosen from all entries received during the Entry Period and announced once the winner confirms.

## How to Enter:

The Contest must be entered by submitting a unique email address online at <a href="https://explore.yakima.com/sleigh-the-season">https://explore.yakima.com/sleigh-the-season</a> All Entries must be received by 11:59:59PM PST on December 25, 2020 Sponsor is not responsible for entries not received due to lost, failed, delayed, or interrupted connections or miscommunications, or other electronic malfunctions. Sponsor is not responsible for incorrect or inaccurate Entry information, whether caused by any of the equipment or programming associated with or utilized in the Contest or by any human error which may occur in the processing of Contest Entries. Entries remain the property of Sponsor and will not be returned or acknowledged, and may be used by Sponsor in print and digital displays and publications.

By submitting an Entry you represent and warrant that you are the sole owner of the copyright of any Entry submitted, that all "moral rights" in the Entry have been waived, and that the Entry does not violate any intellectual property, publicity, privacy, or moral rights of any third party. Entries may not contain nudity, violence, offensive subject matter, or material copyrighted by a third party. Each Entry is bound by and subject to the terms of these Official Rules.

Prizes: One lucky winner will receive 3 products:

- 1. GSI Outdoors SELKIRK 460 CAMP STOVE
- 2. REI Co-op Outward Padded Collapsible Bench
- 3. Winner's choice of one of the three following Yakima Products:
  - a. Yakima's new SlimShady 6.5' awning (8007445)
  - b. FatCat EVO 6 (8003096)
  - c. <u>FatCat EVO 4</u> (8003095)

The winner has the option to choose one of the listed Yakima Products from option 4: a, b, or c. If Yakima items are out of stock, they will be shipped when available.

Actual/appraised value may differ at the time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Yakima Products, Inc. to use the winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law.

Winner Selection: Drawing and Notification: The Giveaway prize winner will be randomly selected by Yakima staff from all eligible entries received during the entry period. The results of the drawing and the decisions of the Sponsor and its third-party service providers are final and binding in all respects. The winner will be notified by email within one (1) business day after the prize drawing. If a potential winner cannot be reached at the address provided and does not respond to Sponsor (or its third-party service provider) within two (2) days from receipt of the prize notification, or if he/she is found to be ineligible, or if he/she cannot or does not otherwise comply with these Official Rules, the prize will be forfeited.

All eligible entries must be a legal U.S. resident 18 years of age or older and successfully complete the all rules of entry to win, and agree to all corresponding terms and conditions of participating. All results are final and may not be appealed.

License: By submitting an Entry, you grant to Sponsor a non-exclusive, worldwide, perpetual, irrevocable, sub-licensable, royalty-free, fully paid license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, transmit and display the Entry, and to incorporate the Entry into any other works in any form, media or technology now known or developed in the future, and Sponsor may use or disclose the Entry for any purpose, including without limitation developing, manufacturing and marketing goods and/or services. Sponsor has the right, but not the obligation, to use, distribute, or exploit any Entry.

General Conditions: All taxes are the sole responsibility of Winners. Winners may be required to execute (and have notarized) an Affidavit of Eligibility, a Liability Release, and/or a Publicity Release (collectively "Affidavit/Release") which must be returned to and received by Sponsor within ten (10) days from Winner's receipt of the Affidavit/Release. Any failure to comply with the foregoing may result in disqualification and an alternate Winner may be chosen. Return of the prize, the prize notification, or the Affidavit/Release as undeliverable may result in disqualification and an alternate Winner may be selected. Winner's Entry into the Contest and/or acceptance of a prize constitutes permission for the Sponsor and the Sponsor Affiliates to use the Winner's name, address (city and state) and/or likeness for advertising and trade purposes without further compensation, worldwide and in perpetuity, in any and all forms of media, now known and hereafter devised, including without limitation on-line and on Facebook, Instagram and Twitter, unless prohibited by law. All entrants agree to comply with these Official Rules. Any person attempting to defraud or in any way tamper with this Contest, and any person who does not comply with these Official Rules, will be ineligible for prizes and may be prosecuted to the full extent of the law.

THE OREGON COURTS (STATE AND FEDERAL) WILL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF OREGON WILL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THOSE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

If, for reasons beyond the Sponsor's control, the Contest is not capable of running as originally planned, Sponsor reserves the right in its sole discretion to suspend, cancel or modify the Contest, without liability. The sponsor is not responsible for errors, failures or delays caused by Sponsor's or any entrant's computer system, hardware, or software.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter. You understand that you are providing your information to Sponsor and not to Facebook, Instagram or Twitter. Any questions, comments or complaints regarding the method(s) of entering this Contest must be addressed to Sponsor and not to Facebook, Instagram or Twitter.

**Waivers and Disclaimers**: All Contest entrants agree that neither Sponsor nor Sponsor Affiliates will be liable for, and all Contest entrants hereby waive, any claims for losses or injuries of any kind resulting from the Contest, participation in the Contest, or Contest prizes.