

Ducks Unlimited Inc. and Ducks Unlimited Canada Waterfowl Season Outlook Sweepstakes

Rules and Regulations (“Rules”)

1. How to Participate

1.1 The sponsor of this sweepstakes is Ducks Unlimited Inc. and Ducks Unlimited Canada (collectively referred to as “D.U.” below). The prize providers are Ducks Unlimited Inc., Ducks Unlimited Canada, Chene Gear, onX and Drake Waterfowl.

1.2 Eligibility: The “Waterfowl Season Outlook” sweepstakes (the “giveaway”) is open to all legal residents of the United States of America (excluding residents of Minnesota, Montana, New York, Texas and Washington), and Canada (excluding residents of Québec), age 18 years of age or older (or at least the age of majority as legally mandated by the entrant’s jurisdiction of residence if greater than 18) at date of entry. Void where prohibited by law.

1.3 Giveaway Period: The giveaway is open for entry starting on August 21, 2023 at 6:30 p.m. Central Time (CT) and ending on August 22, 2023 at 10:00 a.m. CT. Qualifying winners for select prizes, noted in section 2.1 below, will be drawn during the live Waterfowl Season Outlook virtual event on August 21, 2023. All others will be drawn on August 22, 2023 at 10:00 a.m. CT.

1.4 Giveaway Entry: By completing the giveaway entry form, using [the link](#) provided during the Waterfowl Season Outlook live virtual event on YouTube and ducks.ca, qualifying individuals will be entered into the draws. No purchase or donation is required.

2. Prize

2.1 Prizes: Six (6) prizes will be awarded, as follows:

To be drawn during the live Waterfowl Season Outlook virtual event on August 21:

- Drawn at approximately 8:00 p.m. CT: prize pack comprised of one (1) annual premium membership with the onX Hunt App, one (1) DUC Gear™ YETI® water bottle, one (1) Drake Waterfowl Systems gift Card and one (1) YETI® Ducks coffee table book. Estimated total value: \$345 CAD/\$255 USD based on MSRP.
- Drawn at approximately 8:26 p.m. CT: prize pack comprised of four (4) DU Podcast hats, two (2) DU Podcast decals, one (1) annual premium membership with the onX Hunt App, one (1) DUC Gear™ YETI® water bottle, one (1) Drake Waterfowl Systems gift Card and one (1) YETI® Ducks coffee table book. Estimated total value: \$385 CAD/\$285 USD based on MSRP.
- Drawn at approximately 8:45 p.m. CT: prize pack comprised of one (1) annual premium membership with the onX Hunt App, one (1) Chene Gear Hydro-Lok Field Bib and one (1) Chene Gear Hydro-Lok Shell Jacket. Estimated total value: \$1350 CAD/\$999 USD based on MSRP.

To be drawn on August 22, 2023 at 10:00 a.m. CT.

- Prize pack comprised of one (1) annual premium membership with the onX Hunt App, one (1) DUC Gear™ YETI® water bottle, one (1) Drake Waterfowl Systems gift Card and one (1) YETI® Ducks coffee table book. Estimated total value: \$345 CAD/\$255 USD based on MSRP.
- Prize pack comprised of one (1) annual premium membership with the onX Hunt App, one (1) DUC Gear™ YETI® water bottle and one (1) YETI® Ducks coffee table book. Estimated total value: \$210 CAD/\$155 USD based on MSRP.
- Prize pack comprised of one (1) annual premium membership with the onX Hunt App, one (1) DUC Gear™ YETI® water bottle and one (1) YETI® Ducks coffee table book. Estimated total value: \$210 CAD/\$155 USD based on MSRP.

Total giveaway prize value is estimated at \$2,845 CAD/\$2,104 USD based on MSRP.

Each eligible winner will be required to answer a skill-testing question and complete a Declaration and Release Form, supplied at the time of email notification by D.U., to claim the prize. The prize will be forwarded to the winner within six (6) weeks from the date when the winner's signed Declaration and Release Form is received by D.U. Prizes are not redeemable for cash. Under no circumstances whatsoever will any difference between the actual and approximate retail value be awarded. The prizes are awarded "as is" and no replacements will be made.

2.2 Odds: The odds of being randomly selected to win a prize depend on the total number of eligible entries received. An "eligible entry" is one that complies with s. 3.2 below and is submitted properly and on time in accordance with these Rules.

2.3 Prize Draw: Each eligible winner will be selected by random computer-generated draw from all eligible entries received during the applicable period. Other than draws identified as taking place during the live Waterfowl Season Outlook virtual event, draws will take place on August 22, 2023 at 10:00 a.m. CT at Ducks Unlimited Canada, Harry J. Enns Wetland Discovery Centre, 1 Mallard Bay at Highway 220, Manitoba, Canada, R0C 2Z0.

2.4 Notification of Selection: Eligible winners will be contacted via email at least three (3) times within the fourteen (14) days after the draw. If an eligible winner does not respond in that time, another entrant will be randomly selected, and the initial eligible winner will be disqualified and will have no recourse toward D.U., or anyone involved in the giveaway. In order to win, the eligible winner will be required to sign a Declaration and Release Form confirming compliance with the Rules, acceptance of the prize as awarded and releasing D.U., or anyone involved in the giveaway, from all liability relating to the giveaway. No substitution for, or transfer of, the prize will be allowed. The prize cannot be exchanged for cash. The eligible winner will have seven (7) business days from the date of receipt to return a signed copy of the Declaration and Release Form to D.U. or its representative – by 5:00 p.m. CT on the seventh business day. The form can be returned by email, and email must be confirmed as received by D.U. If the eligible winner does not do so within this period of time, another entrant will be randomly selected, and the initial eligible winner will be disqualified and will have no recourse towards D.U., or anyone involved in the giveaway.

3. General Rules

3.1 The prize claim is subject to verification by D.U. and/or designated representatives. D.U. will be the sole and final reference source in validating a prize claim. D.U. shall have the right at any time to require proof of identity and/or eligibility to enter the giveaway. Failure to provide such proof may result in

disqualification. All personal and other information requested by and supplied for the purpose of the giveaway must be truthful, complete, accurate and in no way misleading. D.U. reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

3.2 By participating, each entrant and the selected eligible winner agrees: (a) to be bound by these Rules and the decisions of D.U. made thereto; (b) to release and hold harmless D.U., its partners and sponsors, and their respective affiliates, subsidiaries and independent contractors, and their respective directors, officers, employees, agents and representatives including advertising and promotion agencies, from any and all liability for claims/damages including, but not limited to, claims/damages for personal injury, for property damage with respect to acceptance, possession or use or misuse of the prize or participation in the giveaway; and (c) to sign a Declaration and Release Form if selected as a winner and submits that fully executed Declaration and Release Form within the period of time required.

3.3 D.U.'s computer shall be the official time clock of the giveaway with respect to entries submitted. Entrants are solely responsible for internet connectivity, software and/or hardware that may be required in order to create and/or submit any giveaway entry.

3.4 Entrants may be given the option to receive commercial electronic messages (e.g., emails) and/or other communications from D.U.; however, eligibility to participate in the giveaway is not dependent upon an entrant's consent to receive such messages and communications and consenting to receive such messages and communications will not impact an entrant's chances of winning.

3.5 The decisions of D.U. in relation to this giveaway will be final and binding on all entrants.

3.6 D.U. shall not be responsible for incorrect or inaccurate transcription or registration of entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, faulty, incomplete, incomprehensible, or erased computer or network transmissions, line failures of any telephone network, failure of computer equipment, software, inability to access any online service or web site, inability to submit the online registration, or any other error or malfunction, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the giveaway, or any injury or damage to entrant's or any other person's computer or device related to or resulting from participation or downloading any materials in this giveaway, or for late, lost, stolen, illegible or misdirected entries.

3.7 D.U. reserves the right to cancel, terminate or suspend this giveaway, at its sole discretion, in the event of a technical failure, computer virus or bug, unauthorized human intervention, fraud or any other occurrence or cause beyond its control that corrupts or adversely affects the administration, security, fairness or normal operation of the giveaway.

3.8 Persons who tamper with or abuse any aspect of the giveaway, website or platform or attempt to undermine the legitimate operation of the giveaway by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or D.U.'s representatives or who are in violation of these Rules, as solely determined by D.U., will be disqualified and all associated entries will be void.

3.9 If a selected entrant is awarded the prize due to a system or human error, malfunction or defect, the entrant will be notified upon discovery by D.U., the prize will be reclaimed by D.U. and the prize will be returned to be re-awarded in D.U.'s sole discretion.

3.10 Under no circumstances will D.U. and its affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies be required to award more prizes than what is indicated in these Rules or award the prize other than in accordance with these Rules. The failure of D.U. to enforce any term of these Rules shall not constitute a waiver of that provision.

3.11 The Canadian participants of the giveaway are subject to all federal, provincial and local laws and all disputes arising with Canadian participants will be resolved in the Province of Manitoba. The participants of the giveaway residing in the United States of America will be subject to all federal, state, and local laws and all disputes arising with American participants will be resolved in the State of Tennessee under Tennessee law without regard to its conflicts of laws provisions. Personal information collected by D.U. will not be shared with or sold to other parties unless compelled to do so by court order or other valid legal or regulatory requirement.

3.12 All personal information is collected and used for the purpose of allowing individuals to enter into the giveaway and for awarding prizes. For American entrants, information provided by you to participate in this giveaway is subject to the sponsor's privacy policy, located at <http://www.ducks.org/about-ducks-unlimited/privacy-policy>. For Canadian entrants, personal information is stored in accordance with PIPEDA. Only an individuals' first name and general geographic location may be disclosed to associate the entry with the individual entrant for marketing and promotion purposes on social, internal, and external media.

3.13 This giveaway is not open to residents of the province of Quebec nor residents of the states of Minnesota, Montana, New York, Texas and Washington.

3.14 The interpretation of these Rules is subject to the laws of the Province of Manitoba and all entrants agree to be bound by the laws of the Province of Manitoba.

The interpretation of these Rules for Canadian residents is subject to the laws of the Province of Manitoba and all Canadian entrants agree to be bound by the laws of the Province of Manitoba. The interpretation of these Rules for American residents is subject to the laws of the State of Tennessee, and all American entrants agree to be bound by the laws of the State of Tennessee.

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