Shoestring Adventures USA Promotion Official Rules Shoestring Adventures Wilderness 1st Giveaway 2017

1. No Purchase Necessary; Entry Instructions. No purchase or payment of any money is necessary to enter. A purchase will not improve the chances of winning. To enter the promotion, user must enter their email address on http://bit.ly/wilderness1st2017 between 12:01 am PST 9/22/2017 and 11:59 pm PST 10/6/2017. One entry per individual. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email or addresses, accounts, identities, registrations and logins, or any other methods will void that participant's entries and that participant may be disgualified. Use of any automated system to participate is prohibited and will result in disgualification. In the event of a dispute as to any entrant, the authorized account holder of the email address associated with the entry will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder. Rafflecopter allows additional entries to be earned by tweeting a pre-written message, following Shoestring Adventures on Twitter and visiting the Shoestring Adventures Facebook page.

2. Promotion Period. This promotion begins at 12:01 am PST 9/22/2017 and ends 11:59 pm PST 10/6/17. (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the promotion. All entries must be received during the dates and times specified in the Promotion Period. Odds of winning the promotion depend on the number of eligible entries received during the Promotion Period.

3. Eligibility. In order to be eligible, participants must be (i) at least the age of majority in their jurisdiction of residence, and (ii) reside in the contiguous United States. Employees of Sponsor and its parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. NOTE: IF GIVEAWAY IS WORTH OVER \$500, RESIDENTS OF RHODE ISLAND ARE INELIGIBLE.

4. Prize. The winner will receive the following prizes:

- Shoestring Adventures \$100 Gift Certificate: \$100
- Adventure 16 2-night Backpacking Rental Package for 2: \$116

- Expires March 1, 2019. Must be redeemed in-store at West Los Angeles location. Subject to availability.
- Eagle Creek Pack-it Specter Half Cube: \$15.95
- <u>Mpowerd Luci Color Inflatable Solar Lantern</u>: \$24.95
- <u>Nit Ize S-Biner #2</u>: \$1.69
- Adventure 16 \$25 Gift Card: \$25 (Expires 12/24/17)
- Adventure 16 and Shoestring Adventures Stickers
- <u>Adventure 16 Water Bottle</u>: \$10.95
- Adventure 16 SPF Chapstick
- Deuter Flower Hairband
- Osprey Eco-Koozie
- Either <u>Mountain Hardware Route Setter Trucker Hat</u> (\$24) or Arcteryx Bird Stitch Cap (\$35)

No substitution, assignment or transfer of the prize is permitted, except by Sponsor, who has the right to substitute a prize with another of comparable or greater value. Winner is responsible for all taxes and fees associated with the receipt and/or use of the prize. Total value of prize package shall not exceed \$5000.

5. Drawing. The winner will be selected by a random-chance drawing. The chances of winning depend upon the number of entries received. Sponsor will notify winners by email and/or by other means provided within the promotional materials within approximately ten (10) days following the drawing. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email account(s), technical difficulties associated therewith, or winner's failure to adequately monitor any email account. The winner must then respond to Sponsor within 48 hours. Should the winner fail to respond to Sponsor, Sponsor reserves the right to disqualify that winner and select a new one in a second-chance random drawing. Winner and any guest may be required to sign an affidavit of eligibility, liability release and a publicity release. By entering or accepting any prize, winner allows Sponsor to use the winner's name, photograph, likeness, voice, prize information, and biographical information for publicity and promotional purposes without further compensation where permitted by law. Except where prohibited, participation in the promotion constitutes participant's consent to Sponsor's use of participant's name, likeness, voice, opinions, biographical information, hometown and state for promotional purposes in any media without further payment or consideration.

6. Conditions of Participation. By submitting an entry for this promotion, you agree to abide by these rules and any decision Sponsor makes regarding this promotion, which Sponsor shall make in its sole discretion. Sponsor reserves the right to disqualify and

prosecute to the fullest extent permitted by law any participant or winner who, in Sponsor's reasonable suspicion, tampers with Sponsor site, the entry process, intentionally submits more than a single entry, violates these rules, or acts in an unsportsmanlike or disruptive manner.

7. Disclaimer, Release and Limit of Liability. SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, REGARDING ANY PRIZE OR YOUR PARTICIPATION IN THE PROMOTION. BY ENTERING THE PROMOTION OR RECEIPT OF ANY PRIZE, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, AND ITS SUBSIDIARIES, PARTNERS, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES AND MEDIA COMPANIES, AND PRIZE SUPPLIERS, AND EACH OF THEIR RESPECTIVE PARENT COMPANIES AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIM OR CAUSE OF ACTION, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE PROMOTION; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE PROMOTION OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT'S PARTICIPATION IN THE PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the promotion, provided that if it is not possible to award another entry due to discontinuance of the promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, programming or any other reasons cause more than stated number of prizes as set forth in these Official

Rules to be available and/or claimed Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

8. Privacy and Use of Promotion Information. Sponsor collects your email address from you when you enter this promotion. By entering the giveaway, you are agreeing to receive email communication from the Sponsor with news, product updates, and special promotions. In addition, the Sponsor will share emails entered with the following partners: Adventure 16. By entering the contest, you are agreeing to receive email communication from the partners of the contest. If you do not wish to receive emails, refrain from signing up for the contest.

9. GOVERNING LAW AND DISPUTES: THESE OFFICIAL RULES AND THE PROMOTION ARE GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE ARISING OUT OF OR RELATING TO THESE OFFICIAL RULES SHALL BE IN THE COUNTY OF LOS ANGELES, CALIFORNIA. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JUDICIAL ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ANY SUCH CONTROVERSY OR CLAIM WILL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND WILL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF OAKLAND, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

10. Winner's List. Individuals may request the name of the winner by submitting an email to <u>alyx@shoestringadventures.com</u> before 11/1/2017.

11. SPONSOR. Sponsor of this promotion is Shoestring Adventures Inc. If you no longer wish to receive information concerning Sponsor's sweepstakes or promotions, please notify Sponsor at by email at <u>alyx@shoestringadventures.com</u>.