

Shepherds of Wildlife Africa Trip Giveaway

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

UPDATED 7/1/2022

VOID WHERE PROHIBITED BY LAW.

Sweepstakes Start Date: November 15, 2021

Sweepstakes End Date: August 15th, 2023

Drawing Date: August 20th, 2023

Mail-In Entry Postmark Deadline Date: August 1st, 2023

Mail in Entry Receipt Deadline Date: August 15th, 2023

Entry Period: The Shepherds of Wildlife Africa Trip Giveaway (the "Promotion") begins at 12:00 AM Mountain Time ("MT") on November 15th, 2021 and ends on 11:59:59 PM MT on August 15th, 2023 (the "Promotion Period"). Sponsor is the official time keeper for this Promotion.

Eligibility:

The Promotion is open to legal residents of the 50 United States and the District of Columbia except New York and Florida, 18 years of age or older at time of participation/entry. All Federal, State and local laws and regulations apply. Void in Puerto Rico, Guam, the U.S. Virgin Islands and where prohibited by law.

Employees of Shepherds of Wildlife Society, agents, suppliers or any other company or individual involved with the design and production, and their immediate families and/or those living in the same household of each are not eligible to participate.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Sponsor:

Sponsor: **Shepherds of Wildlife Society .**

Address of Sponsor: 704C East 13th Street, #569, Whitefish, MT 59937

How to Enter:

Entry will be based upon the date received (in the case of electronic entry) or postmarked date/received by (in case of mail-in entry).

A Giveaway Entry ("Ticket") can be obtained by any one of the following methods subject to: (a) the individual limitations for each entry method and (b) an overall maximum of 5 per day, regardless of method of entry:

- **Automatic Entry:** Each member of the Shepherds of Wildlife Society as of November 15th, 2022 (a "Member") will be awarded an automatic entry ("Automatic Member Entry") per Promotion. Automatic entry includes signing up for membership with the Shepherds of Wildlife Society. Automatic entry in any form will not increase your chances of winning.
- **Promotional Entry (when applicable):** During the Promotion Period, Sponsor may issue Promotional Entry(s) by any method made available during the Promotion Period including, but not limited to, direct mail, email, mobile, magazine or in-store advertisement, for Ticket(s).
- **Free Method Entry:** You may enter by hand printing your name, mailing address, phone number, email address, date of birth, Sweepstakes Name and end date of the Promotion you wish to enter on a 3" X 5" index card and mail it via first class mail in a #10 envelope with proper postage with No more than one (1) entry per envelope as follows:

Shepherds of Wildlife Society
Africa Giveaway
704C 13th Street East
#569
Whitefish, MT 59937

For a mail-in entry, you will receive one entry into the individual Promotion indicated on your entry (3X5 piece of paper). Mail-in entries must be handwritten in black ink. All mail-in entries become the exclusive property of the Sponsor, and will not be acknowledged or returned. Proof of submitting a mail-in entry is not proof of actual receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, all of which will be disqualified. **Limit of one (1) mail-in entry, per promotion period.** More than one entry will disqualify the entrant. All mail-in entries must be postmarked by August 1th, 2023 and received by August 15th, 2023.

Conditions of Entry/Limit:

Each entrant may submit an unlimited number of entries during the Promotion Entry Period by any method or combination of methods of entry as noted above, including digital cinema tickets. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents

(including, but not limited to, sweepstakes entry services) will void all entry Tickets by that entrant.

Drawing:

The Sponsor will select the ten (10) potential winners of the Promotion in a random drawing from all eligible Tickets received during the Promotion Period on or about August 15th, 2023. Filmmaker TA Opre will interview the ten (10) potential winner(s) of the Promotion via phone and/or Zoom call to determine a grand prize winner. He will be ascertaining the potential winner's knowledge of modern wildlife conservation and the film *Killing the Shepherd*. A minimum of 10,000 entries are required for the contest to be valid.

Requirements of Potential Winners:

Potential winners must continue to comply with the Official Rules and winning is contingent upon fulfilling all requirements. Potential winners will be notified by email or mail after the drawing date. Potential winner must claim the prize online, and agree to all terms in connection therewith, within 30 days of the date notice is given. If there is no response from a potential winner within the allotted timeframe, the potential winner will be disqualified. If the potential winner is disqualified for any reason, Sponsor will not select an alternative winner. There will be no further drawings and the prize will not be awarded. An entrant is not deemed a winner of any prize, even if the winning notification should so indicate, unless and until the entrant's eligibility has been verified and the entrant has been notified that the acceptance and verification process is complete.

Taxes:

Any valuation of the Prize(s) stated below is based on available information provided to the Company, and the value of any Prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes, registration or other expenses related to transfer of the Prize to the winner and paying any expenses associated with any Prize that are not specifically provided for in the official rules. Each winner must provide the Company with valid identification, mailing address, and a valid taxpayer identification number or social security number before any Prize will be awarded. Prizes are not transferable, redeemable for cash or exchangeable for any other Prize. The winner of the Promotion will receive an IRS form 1099 for the applicable calendar year and a copy of such form will be filed with the IRS.

Prizes/Odds:

Odds of winning depend on the number of eligible entry Tickets received during the Promotion Period. There is only one Prize which can be won. The Africa Trip giveaway must be completed

between Sept 1, 2023 and October 31, 2023. Dates to be determined and approved by Sponsor. If dates cannot be agreed upon between Sponsor and Prize winner, the Promotion will be cancelled. Grand Prize winner will be awarded a round trip coach class airfare to Lusaka, Zambia; in country airport transfers; meals and lodging for five days and six nights in country. In country host of trip will be filmmaker TA Opre. Total Approximate Retail Value of prize(s) (“ARV”) offered is \$4,500.00. ARV of the prize as of the Ending Date will be determined in accordance with applicable federal and state rules and regulations and relevant blue book values or other reliable resources for valuation. There will be no substitutes or exchanges with the Prize package. Additional persons, related to winner, may be able to participate with approval of Sponsor and TA Opre. Any additional person participating with winner will be responsible for all costs incurred including international air travel, airport transfers, lodging and meals and daily rates for host, tips and incidentals. An invoice, with actual in-country costs, will be provided and must be paid in FULL 60 days prior to participation.

List of Prize(s)

Description Of Prize	Approximate Retail Value	Number Of Winners
<p>Coach Airfare to Lusaka, Zambia, in country airport transfers; meals and lodging for five days and six nights in country, and full tour by filmmaker TA Opre.</p> <p>Not included are tips for camp staff (recommend \$150/day), incidentals or alcohol.</p>	<p>\$4,500.00</p>	<p>1 Winner</p>

Publicity:

Except where prohibited, participation in the Promotion constitutes entrant's consent for the Sponsor, prize providers and their designees to use, for promotional purposes in any type of media without further payment or consideration, entrant's name, likeness, city and state of residence, and any written or oral comments or testimonials to, or other feedback on, any prize or entrant's experience. As such, by participating, all participants, Finalists and winner(s) grant the Sponsor exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other Promotion or contests and waive any claims to royalty, right, or remuneration for such use. Further, except where prohibited, by participating in

the Promotion, participants, Finalists and winners(s) agree that the Sponsor may disclose personal information obtained from participants in the Giveaway to third parties and use such information for marketing and other purposes.

Entry Conditions and Release:

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor, which are binding and final in all matters relating to this Promotion; (b) release, indemnify and hold harmless the Sponsor, and any of their subsidiaries and affiliated companies, the prize suppliers and any other organizations responsible for, fulfilling, administering, advertising or promoting the Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses and liability, including but not limited to negligence and damages caused by any disclosure of private facts, false light in the public eye, or any other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, death or personal injury arising out of or relating to an entrant's entry, creation of a Ticket, submission of a Ticket, participation in the Promotion, acceptance, use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor and all Released Parties from and against any and all claims, expenses and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Promotion and/or entrant's acceptance, use or misuse of prize.

General Conditions:

Sponsor reserves the right to: (a) cancel, suspend and/or modify the Promotion, or any part of it, if any fraud or technical failure, or any other causes corrupt or impairs the administration, security, fairness, integrity or proper functioning of the Promotion, as determined by Sponsor in its sole discretion. Sponsor reserves the right in their sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Promotion or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any of these Official Rules shall not constitute a waiver of that rule. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of Tickets by using multiple identities, registrations or logins, or through any other method, will void that entrant's Tickets and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for printing or typographical errors, incorrect or inaccurate registration information, lost, late, incomplete, invalid, unintelligible, incomplete, or misdirected entries, all of which will be disqualified. All entries become the sole and exclusive property of Sponsor and will not be returned. Sponsor reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion.

Giveaway may be offered with different creative/graphic presentations by Sponsor. A minimum of 10,000 entries are required for the contest to be valid.

EXCEPT WHERE PROHIBITED, AND WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Release and Limitations of Liability:

By participating in the Promotion, all entrants and winner, on behalf of themselves, their executors, heirs and assigns, agree to release, hold harmless and indemnify the Released Parties from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses of any kind to persons or property which may be sustained in connection with (i) the conduct, promotion or outcome of the Promotion; (ii) the receipt, ownership or use or misuse of any prize; and/or (iii) the preparation for participation in or traveling to and/or from any prize-related activity in connection with the Promotion or otherwise. Under no circumstances will Sponsor or the Released Parties be liable for punitive, incidental, consequential, or any other damages. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or 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; or (4) technical or human error which may occur in the administration of the Promotion or the processing of a Ticket. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in the Promotion to be available and/or claimed, Sponsor reserves the right to award only the stated prize by a random drawing among all legitimate, unawarded eligible prize claims.

Disputes:

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, other than those concerning the administration of the Promotion or the determination of winner, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved exclusively by the State or Federal courts located in or for Flathead County, Montana; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorney's fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, any punitive, incidental and/or consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied

or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Montana. Each party hereby waives and covenants not to assert any claim that is not subject to personal jurisdiction in those courts or that venue in those courts is for any reason improper, inconvenient, prejudicial or otherwise inappropriate (including, without limitation, any claim under the judicial doctrine of forum non conveniens).

Promotion Results:

For Promotion results/Winner List, send a request that includes the Giveaway name and end date along with your email address or a hand-printed, self-addressed stamped envelope to:

Shepherds of Wildlife Society
Attn: Africa Trip Giveaway
704C East 13th Street
#569
Whitefish, MT 59937

Residents of Vermont may omit return postage. Winner's List will either be emailed or mailed back to you. Requests must be received no later than 15 days from the drawing date of the Giveaway.

Privacy:

Your privacy is very important to us. All information you submit is collected by Sponsor and will be subject to Sponsor's Privacy Statement ("Statement"), which can be found at <https://www.shepherdsofwildlife.org/privacy-policy>. For any questions regarding privacy issues, please contact the Sponsor at tomopre@shepherdsofwildlife.org. Please include the name of the Promotion involved in your request. Or you can contact us by mail at: Privacy Coordinator, Shepherds of Wildlife Society, 704C East 13th Street, #569, Whitefish, MT 59937.