

NATIONAL WILDLIFE FEDERATION'S Mountain Lion Madness CONTEST

OFFICIAL RULES

2019

1. NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW.
2. CONTEST SPONSOR. The "Mountain Lion Madness" (the "**Contest**") is sponsored and administered by National Wildlife Federation, a 501(c)(3) organization with a charitable mission to inspire Americans to protect wildlife for our children's future with its principle place of business at 11100 Wildlife Center Drive, Reston, Virginia 20190. (the "**Sponsor**").
3. ELIGIBILITY. The Contest is only open those who are at least eighteen (18) years of age at the time of entry. Employees of Sponsor, and Sponsor's directors, its subsidiaries, affiliates, officers and prize suppliers, advertising and promotional agencies of Sponsor and each of their immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter or win. For the purpose of this Contest, family members are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children and grandchildren.
4. HOW TO ENTER: During the Entry Period, you ("Entrant"):
 - a. Create a PUBLIC post on who you believe the winner will be by using the hashtag #MountainLionMadness. For example – "P-18 #MountainLionMadness".
 - b. The post must be public, or we won't be able to see it. Commenting on our posts will not enter you into the contest.
 - c. Your public post must be created by Tuesday, March 19 at 11:59PM EST.

In the event of a dispute regarding any registration, the authorized account holder of the email address or social media account used to register will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address or social media account 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 an authorized account holder.

5. **CONTEST REQUIREMENTS:** Entrants may enter the Contest more than once. Any entries which are incomplete, incorrect, inaudible, incomprehensible, or not received by Sponsor may be void. The Sponsor is not responsible for entries not received via hashtag submission from error or technical issues. The Entrant must own the rights to use the photosubmitted.
6. **CONTEST ENTRY PERIOD:** The Contest begins Eastern Standard Time (PST) 6 pm Thursday, March 14, 2019 and ends at 11:59 p.m. Eastern Standard Time (EST) Tuesday, March 19, 2019 (“Entry Period”). Sponsor is the official timekeeper for the Contest Period. Submissions received prior to or after Contest Period are void.
7. **BINDING AGREEMENT.** In order to enter the Contest, Entrant must agree to these Official Rules (“Rules”). Because these Rules form a legally binding agreement with respect to this Contest, please read them carefully. If Entrant does not agree to the Rules, Entrant is not eligible to participate in the Contest or to win any of the prizes. Entrant agrees that his/her registration as an individual participant under the Contest constitutes his/her agreement to these Rules.
8. **JUDGING:** Decisions of the Sponsor are final. By participating, Entrant agrees to be bound by decisions of the judges, which shall be final and binding in all respects. All prizes will be awarded.
9. **PRIZES:**
 - a. There will a total of one prize awarded selected at random from eligible entrants.
 - i. **GRAND PRIZE:** There will be one (1) Grand Prize winner selected at random from winning entries. The Grand Prize will receive a #SaveLACougars prize pack, including items such as a water bottle, trading cards, and other items worth up to \$100.
 - b. Prizes are non-transferable. Prize details and availability are subject to change, and, in the event that Sponsor is unable to provide a winner with the prizes, Sponsor may elect, at its sole and absolute discretion, to provide such winner with an alternate prize of comparable or greater value. Sponsor may, in its sole discretion, award all, some, or no prizes, depending on entries.

- c. ALL PRIZES ARE AWARDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

10. By entering the Contest, Entrant understands and agrees that:

- a) the Entrant grants Sponsor a worldwide, royalty free, non-exclusive, perpetual, irrevocable, sub-licensable and transferable license to use their entry, Entrant’s name, city and state of residence, for whatever purpose, in any and all media formats and through any and all media distribution and advertising and promotional purposes, without accounting, notification, credit, payment, or other obligation to Entrants. For the avoidance of doubt, these rights include, without limitation, the absolute right to edit and/or alter any entry, re-publish, route, and link to and from all or any portion of any entry; and to excerpt and/or extract portions of any entry for all purposes. Sponsor reserves the right to use (or not use) Entrants’ entries at all and/or as little of the entry as it so chooses.
- b) To the extent permitted by applicable law, Entrants unconditionally give Sponsor their consent to any act or omission that would otherwise infringe on any moral rights they may have in and in relation to their entries, and they undertake that they will not institute, maintain or support any claim or proceeding for infringement of any moral rights they may have in and/or in relation to their entries.
- c) Sponsor reserves the right to disqualify any Entrants and /or entries which it believes have not been made in compliance with these Official Rules or to disqualify any Entrant found to have tampered with the entry process or the operation of the Mountain Lion Madness or to be acting in an unsportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person.
- d) Entrants shall not upload an image that infringes on any third parties’ rights, including but not limited to, copyrights. Entrants shall be solely responsible for their entries and the consequences of posting or publishing their images for the contest. By entering an image in this Mountain Lion Madness Contest, Entrants affirm, represent, and/or warrant that he or she: (i) owns or has the necessary licenses, rights, consents, and permissions necessary for the purposes contemplated by this Mountain Lion Madness Contest; and (ii) has the written consent, release, and/or permission of each and every identifiable individual person in the poster to use that person's name or likeness in the manner contemplated by this Mountain Lion Madness Contest. Sponsor reserves the right

to disqualify any entry if it finds in its sole discretion that any of the foregoing warranties are not true. Decisions of Sponsor shall be final and binding.

11. WINNER NOTIFICATION: The winners will be announced on or about 12:00 p.m. PST on Monday, April 22, 2019. All federal, state, and local taxes, fees and surcharges on prize packages are the sole responsibility of the prize winners. Prize winners must execute and return an Affidavit of Eligibility/Release of Liability/Prize Acceptance Form within fourteen (14) days following notification, and failure to do so may result in ineligibility. Return of any prize and/or prize notification as undeliverable or failure of any Entrant to comply with any Official Rules may result in disqualification and selection of an alternate winner. Prize winners will be notified via email or via their social media account used to enter using the information provided on the submission form. Prize winners will be required to respond to the notification or the Prize may be forfeited. Sponsor will not be liable for unsuccessful efforts to notify the winner. Decisions by Sponsor of winner eligibility, notification, and acceptance or disqualification will be final and binding. Failure to comply with these Official Rules may result in disqualification.
12. WINNERS LIST. For the name of the winners, mail a self-addressed envelope to: NATIONAL WILDLIFE FEDERATION, 11100 Wildlife Center Drive, Reston, VA 20190 (Attn: Mountain Lion Madness 2019 Contest Winner's List). Requests for the name of the winners must be received by April 30, 2019.
13. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest 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 term of these Official Rules shall not constitute a waiver of that provision.

14. **LIMITATIONS OF LIABILITY:** Sponsor, including its directors, officers and prize suppliers, are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software, including www.woobox.com; (3) unauthorized human intervention in any part of the registration process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of registrations, the announcement of the prizes or in any Contest-related materials, including www.woobox.com; (5) late, lost, undeliverable, damaged or stolen shipment of the Prizes; or (6) 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 Contest or receipt or use or misuse of any prize (including any travel/activity related thereto). Sponsor assumes no responsibility for lost, late, misdirected, illegible or mutilated entries or for any computer, online, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability, garbled or jumbled transmissions, service provider, Internet, web site, or other accessibility or availability issues, traffic congestion, or unauthorized human intervention, or any technical malfunctions that may occur.
15. **NO WARRANTY. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).**
16. **GOVERNING LAW/JURISDICTION.** The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the Commonwealth of Virginia. All applicable federal, state, and local laws and regulations apply.
17. **DISPUTE RESOLUTION.** Except where prohibited, as a condition of participating in this Contest, each entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action, exclusively, before a court of competent jurisdiction located in the Commonwealth of Virginia, which court shall apply the laws of the state of Virginia without regard for rules of conflicts of law. In any such dispute, participant shall, under no circumstances, be entitled to claim punitive,

incidental, or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (if any) associated with participating in the contest, and participant hereby waives all rights to have damages multiplied or increased.

18. **PUBLICITY AND CONSENT TO USE AFFIDAVIT.** Except where prohibited by law, participation in this Contest constitutes the Prize winners' consent to Sponsor's use of his/her name, photographs and likeness for advertising, trade and promotional purposes in all media without compensation, notice, or approval, including being on posted on the Sponsor's Facebook page, Twitter feed, website, and/or through email. Potential winners, excluding residents of Tennessee, may be required to complete, sign, have notarized and return a Liability/Publicity Release Form pursuant to Paragraph 8.
19. **TAXES.** All taxes and other expenses not specified herein, including federal, state, and local, are the sole responsibility of the Prize winners, as well as compliance with any federal, state, and local laws and regulations applicable to the Prize winners.
20. **PRIVACY POLICY:** By providing Entrant's personal information, such as address, phone number, email, at time of entry, entrant agrees to receive further communications from Sponsor regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services. Any information collected from the Contest shall be used only in a manner consistent with the consent given by the entrant at the time of entry, with these Official Rules, and Sponsor's Privacy Policy found at <http://www.nwf.org/About/Privacy-Policy.aspx>.
21. **NOTICE TO INDIVIDUALS: REMOVAL FROM MAILING LIST:** Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by Sponsor to mail skill contests or sweepstakes. To elect to have an individual's name excluded from all such lists, submit a removal request in writing to "NWF, 11100 Wildlife Center Drive, Reston, VA 20190." This notification system may be used to prohibit mailing of all skill contests or sweepstakes by Sponsor to such individual.