

## THE EVOLVE OUTDOORS CONTEST

### OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED. MESSAGE & DATA RATES MAY APPLY.**

**THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM OR TWITTER**

The Evolve Outdoors Contest (“Contest”) is sponsored by CytoSport, Inc. (“Sponsor”), 433 West Van Buren Street, Chicago, IL 60607 and is administered by Prize Logic, LLC (“Administrator”), Two Towne Square, Suite 200, Southfield, MI 48076.

- 1. CONTEST PERIOD:** The Contest submission phase begins on June 3, 2022 at **9:00 AM Eastern Time (“ET”)** and ends on July 1, 2022 at 11:59:59 PM ET (“Submission Phase”), which is followed by a judging phase that begins on July 2, 2022 at 12:00 AM ET and ends on July 7, 2022 at 11:59:59 PM ET (“Judging Phase”). The Submission Phase and Judging Phase are collective the “Contest Period”. The Administrator’s computer is the Contest’s official clock.
- 2. ELIGIBILITY:** This Contest is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, an independent third-party contest administrator (“Administrator”), and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Contest Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Contest.

- 3. HOW TO ENTER:** During the Submission Phase an eligible entrant must log on to either his/her Twitter Account or Instagram Account, upload a video no longer than :30 seconds showing “how entrant protects and preserves the outdoors and how they would use the prize funds to further advance their efforts along with the hashtags #EvolveOutdoors #Contest and follow and tag @drinkevolve (collectively, the “Submission”). Entrant must follow @drinkevolve during the Contest Period and for a period of thirty (30) days thereafter for prize notification purposes.

There is a limit of one (1) Submission per platform (one [1] via Twitter and one [1] via Instagram) per day during the Submission Phase. Entrants are prohibited from using more than one Twitter or Instagram Account or multiple identities. If it is found or suspected that an entrant is using more than one Twitter or Instagram Account or multiple identities to participate in the Contest, then that entrant, in Sponsor’s sole discretion, may not be eligible to win a prize. A “day” is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET on a calendar day during the Sweepstakes Period, except on June 3, 2022 when a day is defined as starting at 9:00 AM ET and ending at 11:59:59 PM ET.

If an entrant participates on Instagram, he/she must have an Instagram account. Entrants may create an Instagram account at no cost by logging on to <http://instagram.com>. Creation of an Instagram account requires entrant to agree to Instagram's Terms of Service and Privacy Policy, available at <http://instagram.com/about/legal/terms/> and <http://instagram.com/about/legal/privacy/>, respectively. Due to the way Instagram operate its services, Submissions from Instagram users with "protected" accounts (i.e., entrant has set his/her account so that only people the entrant has approved can view his or her updates) may not be received.

If an entrant participates on Twitter, he/she must have a Twitter account. Entrants may create a Twitter account at no cost by logging on to <http://twitter.com>. Use of Twitter will be subject to that service provider's privacy policy and terms of use. The Twitter privacy policy and terms of use are available at: <https://twitter.com/privacy/> and <https://twitter.com/tos/>. Due to the way Twitter operates its services, all relevant Tweets must be public in order for Submission to be eligible.

By submitting a Submission, each entrant agrees that his/her Submission complies with these Official Rules, including the Submission Guidelines and Requirements set forth in Section 4 of these Official Rules. Each entrant also agrees that Sponsor or Administrator may disqualify the entrant from the Contest if Sponsor or Administrator believes, in their sole and absolute discretion, that a Submission fails to comply with these Official Rules. If Sponsor or Administrator rejects any Submission, such Submission will be disqualified and will not be considered a valid Submission.

**By entering, each entrant warrants and represents the following with respect to his/her Submission: (a) the Submission will not infringe on any rights of any third parties and (b) that entrant has not and will not take any action that interferes with the rights granted to Sponsor under these Official Rules.**

By submitting a Submission, entrant hereby grants permission for the Submission to be posted on the Sponsor's website or other website for public view during the Contest and after the end of the Contest has ended. Further, entrant hereby understands and agrees that, at Sponsor's sole discretion, his/her Submission may be posted to Sponsor's Twitter account, Sponsor's Instagram account, or other social media sites associated with the Sponsor.

If an entrant enters the Contest on his/her mobile device, message and data rates may apply. Entrants should consult their wireless service provider regarding its pricing plans. Entrants should review their mobile device's capabilities for specific app instructions.

**Sponsor Donation:** For each eligible Contest Submission received during the Submission Period, Sponsor will donate \$1 to One Tree Planted up to \$5,000. **Note:** Only the Sponsor will make all of the donations to One Tree Planted. Entrants are not making any donations in the Contest and will not receive a receipt nor will they be eligible to claim any charitable deductions on their tax returns as a result of this Contest. The Sponsor and Administrator are not tax professionals and do not provide tax advice. One Tree Planted will put \$5,000 funds toward supplementing urban environment planting efforts at a project location/region to be determined in writing by and between the parties. For more information, or to contribute to One Tree Planted, visit <https://onetreepanted.org>.

**4. SUBMISSION GUIDELINES AND REQUIREMENTS:** Each Submission:

- Must be in English;
- Must comply with Twitter's or Instagram's posting requirements depending upon the platform on which the Submission is posted;
- Must contain the #EvolveOutdoors #Contest and tag @drinkevolve;
- Must be entirely the original work of the entrant (not copied, adapted, or reproduced from any other source and not a collaboration with any other person) and must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased (e.g., names, logos, symbols, slogans, submissions that belong to others, Submissions of other people, quotes from other people, or parodies of other people);
- Must not have been submitted previously in a promotion of any kind;
- Must have approval from any persons appearing in the Submission and the entrant must be able to provide express written consent of every such person appearing in the Submission (or if such person is a under eighteen [18] years old, then express written consent of the minor's parent/guardian) to Sponsor and/or Administrator if requested;
- Must not disparage Sponsor, Administrator, or any other person or party affiliated with the promotion and administration of this Contest;
- Must not include personally identifiable information;
- Sponsor discourages use of any logos, brand names or trademarks other than Sponsor's, which Sponsor has granted entrant a limited license to use for purposes of this Contest as set forth in these Official Rules. Use of logos, brand names or trademarks may be permitted provided such brand names or logos are not prominently featured. Sponsor reserves the right to disqualify any Submission, if Sponsor believes, in its sole and absolute discretion, that there is any inappropriate use of a logo, brand name, or trademark;
- Must comply with all other Submission Guidelines and Requirements and provisions of these Official Rules;
- Must not contain, facilitate, reference, or use material that is dangerous, fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
  - any cruelty to, or mistreatment in any way of animals;
  - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
  - the use of firearms/weapons/ammunition, any illegal drugs, prostitution, pornography, nudity, profanity or other adult content, violence, or the use of alcohol or tobacco products;
  - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or

regulations in any jurisdiction where Submission is created or otherwise promotes any unlawful, illegal, unsafe, dangerous or reckless behavior.

**NOTE:** If any Submission fails to comply with any of these Submission Guidelines and Requirements or any other provisions of these Official Rules, Sponsor reserves the right, in its sole discretion, to disqualify the entrant and the Submission will not be eligible to win.

- 5. SPONSOR'S IP AND GENERAL SUBMISSION TERMS:** Sponsor grants entrants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of participating in this Contest. Entrants are not permitted to make any further use of Sponsor's IP for any purpose whatsoever. In addition, entrants recognize that all rights, title, and interest in Sponsor's IP shall vest exclusively to the Sponsor, and entrant agrees that he or she has not and will not take any action that might harm or adversely affect such rights. No right, title, or interest in and to the Sponsor's IP except for the limited license granted to entrant in these Official Rules is transferred or created. Each entrant further acknowledges and agrees that Sponsor's IP rights are valid and enforceable, and that entrant shall do nothing to challenge the validity or enforceability of Sponsor's IP in any forum. Entrants agree that the use of Sponsor's IP is permitted only for the purpose of making a Submission in this Contest, and that any use of Sponsor's IP (whether in the Submission or otherwise) beyond this scope infringes the rights of Sponsor and will result in irreparable harm to Sponsor.

Each entrant retains ownership of his/her Submission. Each entrant hereby grants to Sponsor and its affiliated companies and designated agents a non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right to post and to make, have made, use, copy, reproduce, modify, and create derivative works of any materials provided by the entrant with the entrant's Submission or otherwise through the Contest ("Contest Materials"), (b) to publicly perform or display, import, broadcast or transmit, distribute (directly and indirectly) license, offer to sell and sell, rent, lease, or lend copies of the materials (and derivative works thereof), and (c) to sublicense to third parties the foregoing rights, including the right to sublicense to further third parties. This license expressly includes a right (but not the obligation) for Sponsor to modify Submissions to remove any third party intellectual property.

Additionally, each entrant consents to the use of the name, statements, photographs, videos, voice recordings and likenesses of himself/herself and any other person appearing in the Contest Materials for publicity purposes, as well as any other purpose associated with the Contest.

Once a Submission is entered into the Contest, any such posting will be deemed made at the direction of the entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act. EACH ENTRANT REPRESENTS, UNDERSTANDS AND ACKNOWLEDGES THAT HE/SHE WILL NOT BE PAID FOR OR RECEIVE ANY FORM OF COMPENSATION OR ROYALTY (OTHER THAN THE PRIZES STATED HEREIN IF SELECTED AS A WINNER) IN EXCHANGE FOR GRANTING SPONSOR THE NON-EXCLUSIVE LICENSE RIGHTS OR FOR ANY SUBSEQUENT USE OF SUCH SUBMISSION BY SPONSOR. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.

- 6. JUDGING PHASE:** During the Judging Phase, all eligible Submissions will be judged by

qualified judges selected by Sponsor in its sole discretion (“Judges”). The Judges will score each Submission according to the following weighted criteria: (i) “Passion”: 25%; (ii) “Impact” (how well the Submission communicates that the entrant is protecting and preserving the outdoors, and how the entrant would use the prize funds to further advance his/her efforts.); 50%; and (iii) “Creativity”: 25%. All of these factors determine the Submission’s overall “Judges’ Score”. The three (3) Submissions that receive the highest Judges’ Score will be the potential winners, subject to verification of eligibility and compliance with these Official Rules. In the event of any ties, the Submission with the highest score in criteria (ii) “Impact” will be used to break any ties. If there is still a tie, the tied Submissions will be re-judged to determine the winner. If a winner is found to be ineligible or does not comply with these Official Rules, he/she will be disqualified and the Submission with the next-highest Judge’s Score will be named the potential winner. Administrator’s, Judge’s and Sponsor’s decisions shall be final and binding in all matters pertaining to the judging and selection of the winner.

## **7. PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):**

**A. Prizes (3):** Each prize is \$10,000 for winner to use to preserve and advocate for the outdoors (each a “Prize”). There will be three (3) Prizes in the contest. The ARV of each Prize is \$10,000.

**B. General Prize Restrictions and Limitations:** In no event will more than the stated number of Prizes be awarded. No Prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a Prize of equal or greater value in case of unavailability of a Prize or force majeure. Limit: One (1) Prize per person.

**8. HOW TO CLAIM A PRIZE:** Potential winners are subject to verification of eligibility and compliance with these Official Rules. On or about July 8, 2022 the potential winners will be notified via Direct Message on Twitter or Instagram (depending on winner’s method of entry) (the “Notification”) with instructions on how to claim his/her Prize. The potential winners must respond to the Twitter/Instagram Direct Message winner notification within twenty-four (24) hours or they may, at the Sponsor’s sole discretion, be disqualified. Each winner will be required to execute an Affidavit of Eligibility, a Liability Release and (where imposing such condition is legal) a Publicity Release (collectively, “Prize Claim Documents”) within seven (7) business days from the date that the e-mail containing the documents is sent to the winner. If the potential winner fails or refuses to sign and return all Prize Claim Documents within the seven (7) business day time period, the potential winner may be disqualified, at the Sponsor’s sole discretion. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a Prize or, if Sponsor or its authorized designee is unable to contact the potential winner, or a Prize is returned undeliverable, the Prize may be forfeited, and in the Sponsor’s sole discretion, the forfeited Prize may be awarded to the entrant with the Submission that received the next-highest Judge’s Score, as determined by Sponsor in its sole and absolute discretion. Each potential winner may be required to furnish proof of identification. Sponsor is not responsible for any winner’s privacy or spam filter settings which may divert any Contest message or e-mail, including any notification, to a spam or junk folder. Upon verification of eligibility, each winner will be contacted for Prize fulfillment. The Prizes will only be awarded to verified winners. Contest Entities shall not be held responsible for any delays in awarding a Prize for any reason. Prizes are not transferable and include only the items specifically listed as part of each Prize. Any portion of Prize not accepted by winner will be forfeited. Each winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for any Prize won. Sponsor will issue an

IRS Form 1099-MISC for each winner. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Each Prize will only be awarded to a verified winner.

- 9. LIMITATION OF LIABILITY:** By participating in this Contest, entrants agree that the Contest Entities, Twitter, Instagram, and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website's users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Contest. The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize. The Released Parties shall not be responsible or liable for Submissions that are entered by any automated computer, program, mechanism or device, for any Submissions in excess of the stated limit or for Submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such Submissions may, in Sponsor's sole discretion, be disqualified.

If, for any reason, an Submission is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an Submission in the Contest, the entrant's sole remedy is to enter the Contest again to receive another Submission. If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and/or proceed with the Contest, including the selection of winner in a manner it deems fair and reasonable including the selection of the winner from among eligible Submissions received prior to such cancellation, termination, modification or suspension.

By entering the Contest, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Contest, including but not limited to any Contest-related activity or element thereof, and the entrant's Submissions, participation or inability to participate in the Contest, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Contest materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize, (e) any change in a prize due to

unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Contest, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Submission (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of any website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Contest, any other Contest-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to entrant's (or any third person's) equipment used to access the Contest and/or its contents related to or resulting from any part of the Contest, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Submissions, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof), or (p) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS CONTEST, INCLUDING THE 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 10. DISPUTES: THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE COUNTY OF OAKLAND, MICHIGAN. 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 TJAMS IN ACCORDANCE WITH ITS 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 MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. 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. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR OF THE TIME THE CAUSE OF ACTION ACCRUED, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**

Further, entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any entrant and/or Contest Entities and/or any other party shall be resolved individually, without resort to any form of class action.

**11. PRIVACY POLICY:** Sponsor's privacy policy is available at <http://policy.drinkevolve.com/privacy.htm>.

**12. PUBLICITY RIGHTS:** By participating in this Contest, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

**13. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas, photos or videos may be competitive with, similar or identical to the Submission and/or each other in theme, idea, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such Entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.

**14. NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.

**15. GENERAL:** Any attempted form of participation in this Contest other than as described herein is void. If it is discovered or suspected in Sponsor's sole and absolute discretion that an entrant has registered, entered, or attempted to register or enter the Contest using multiple e-mail addresses, identities, proxy servers or like methods, all of that entrant's Submissions will be declared null and void, and that Entrant will be ineligible to participate or win a prize. In the event of a dispute as to the identity of a Winner, the winning Submission will be declared made by the authorized account holder of the e-mail address associated with the e-mail address used to submit the Submission. The "authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Contest, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Contest. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Contest will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Contest. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Submissions and/or materials submitted will not be returned. In the event of any conflict with any Contest details contained in these Official Rules and Contest details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Contest as set forth in these Official Rules shall prevail.

**16. WINNER LIST:** To obtain a list of the winner, mail a self-addressed, stamped business-sized envelope to The Evolve Outdoors Contest P.O. Box 251328, West Bloomfield, MI 48325. Winner List requests must be received by September 7, 2022.

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