

Protect Our Winters Leadership Summit Official Contest Rules and Legal Disclaimer

Introduction

By entering the Protect Our Winters Leadership Summit Contest (the “**Contest**”), participant (the “**Participant**”) agrees to abide by these Official Contest Rules and Legal Disclaimer and the decision of Protect Our Winters (“**POW**”), which are final and binding in all respects.

Eligibility

The Contest is open to (i) all legal residents of the 50 United States and the District of Columbia, (ii) who are at least 18 years old at the time of entry, and (iii) are members of Team POW. The Contest is void outside the U.S., in Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions. Employees, officers, directors, or agents of POW or any of POW’s partners, related companies, agencies, or agents, as well as the immediate family (defined as spouse, parent, siblings, children, or grandparents, and same household members of any such employee, officer, director, or agent, are not eligible to participate. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

How to Enter

To enter the Contest, visit <https://protectourwinters.org/annual-leadership-summit-sweepstakes>, and follow the instructions provided. The deadline for entry is June 30, 2023, at 11:59 pm MT. Participants should submit one (1) photo that they believe captures the idea that the lands we live on and the places we play are worth protecting. POW will not consider incorrect, fraudulent, incomplete, late, or otherwise non-conforming entries or entries that are intended to annoy, abuse, threaten, or harass any person or entity in any way. Limit to one (1) entry per person; multiple entries by any one individual are void. Any Participant using fraudulent means to participate in the Contest will be disqualified and may be guilty of violating applicable criminal laws. All entries, once provided, will remain the sole and exclusive property of Participant. Eligibility is at the exclusive discretion of POW, and POW shall be entitled to reject any Participant for any reason or no reason at all without having to provide an explanation. POW reserves the right, in its sole discretion, to cancel, suspend, or terminate the Contest for any reason and without prior notice to any Participant. In such instances, POW may, if and as appropriate, select a winner using reasonable means that are materially consistent with the Contest in question.

Provision of Materials and Information/Intellectual Property

By entering into the Contest, Participant represents and warrants as follows: (1) that it fully owns or has properly licensed whatever materials or information it submits hereunder in connection with the Contest and can make such submissions without violating any: applicable law, agreement with any third-party, and/or third-party right of any kind (including without limitation any intellectual property, data protection, privacy, or publicity right); and (2) that any and all materials or information provided by it hereunder shall be true and correct in all respects. Furthermore, without limitation on anything set forth herein to the contrary, POW shall have the irrevocable, transferable, and fully sublicensable right and license (but not the obligation) to

exploit any and all such materials or information in any manner it so elects to promote the Contest, its business, brand, products, and/or services, throughout the world in perpetuity, and in any and all media, now or hereafter known.

Prizes; Selecting and Notifying Prize Winners

POW staff and POW Alliance members will select the winner of the Contest based on the quality of the submission. The winning Participant, after confirmation of eligibility, will receive two (2) invitations to attend POW's 2023 Annual Leadership Summit in Reno, NV on September 20-22, 2023 (the "**Summit**") (approximate retail value: \$1,000), two (2) roundtrip airfare to Reno, NV for the Summit (approximate retail value: \$1,000), two (2) roundtrip transportation to Summit venue, two (2) lodging for duration of the Summit (approximate retail value: \$500), two (2) gear rental for all Summit activities (approximate retail value \$500), two (2) food and drink for duration of Summit (approximate retail value: \$250), and two (2) Summit schwag bags (approximate retail value: \$500) (together, the "**Prize**"). POW will contact the winner by email to confirm that they have won and are entitled to a Prize. POW is not responsible for digital communications that are undeliverable as a result of any filtering of any kind, insufficient space in a Participant's account, or any other failure beyond its reasonable control. The winner may be posted on POW's website and social media accounts. The winner must show picture identification to claim their Prize. Any potential winner will forfeit their Prize if they: (1) fail to respond in a timely fashion to any of POW's requests for information or signature with respect to the Contest or the Prize; (2) cannot be reached at the information provided by such individual; (3) rejects the Prize (or it is returned undeliverable through no fault of POW); or is disqualified from the Contest for any reason. In the event of any forfeiture hereunder, an alternative winner will be selected. The Prize winner is solely responsible for all applicable: (1) federal, state, and local taxes; and (2) out-of-pocket expenses associated with Prize acceptance and use.

Publicity

Subject to applicable law, entrance in the Contest constitutes the Participant's consent to POW and POW's affiliates to use their name, voice, likeness, opinions, and biographical information for marketing, advertising, and publicity purposes in any media throughout the world at any time without the obligation to seek consent or to provide Participant with any payment or other form of consideration. Participant agrees to execute any document reasonably required by POW to effectuate the terms hereof and failure to do so shall give rise to POW's right to execute any and all such documents as Participant's attorney-in-fact, which right shall be coupled with an interest and therefore, irrevocable.

Release

Subject to applicable law, by entering into the Contest and potentially receiving a Prize, each Participant and winner agrees to release, discharge, and hold harmless POW, along with POW employees, officers, directors, affiliates, partners, agents, and assigns, from and against any claim, cause of action, demand, or proceeding (each, a "**Claim**"), and any resultant loss, injury (including death), cost, expense, fee, fine, penalty, or other loss or expense of any kind, including attorneys' fees (each, a "**Loss**"), relating to or arising directly or indirectly out of his or her

participation in a Contest (or related activity such as a press release), and/or POW's right to exploit Participant's name and/or likeness or fully exploit any other right granted to it hereunder, and/or from Participant's receipt, use, or misuse of any Prize, no matter how such Claim or Loss arises (including without limitation, if arising out of any damage to a Participant's computer system from downloading or using material from POW's (or any other affiliate of POW's) website).

Limitation of Liability

IN NO EVENT WILL POW, AND/OR POW'S LICENSEES, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, ASSIGNS, AFFILIATES, OR RELATED COMPANIES (COLLECTIVELY WITH POW, "**POW PARTIES**"), BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) ARISING OUT OF ANY PARTICIPANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE, NO MATTER UNDER WHAT THEORY ARISING, EVEN IF ANY POW PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. POW PARTIES' ENTIRE LIABILITY WITH RESPECT TO: ANY PARTICIPANT'S PARTICIPATION IN THE CONTEST, THESE OFFICIAL CONTEST RULES, AND/OR ANY PARTICIPANT'S RECEIPT OF A PRIZE SHALL BE LIMITED TO \$500. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Use of Collected Materials and Information

POW will be collecting, storing, and exploiting personal data about Participants to administer the Contest and exercise its rights hereunder, including without limitation, those relating to marketing and publicity. By entering the Contest, Participants agree to POW's collection and use of their personal information. POW will not disclose any Participant's personal information to any non-affiliated third party.

Dispute Resolution

The parties hereto acknowledge and agree as follows: (1) that all disputes, causes of action, and claims connected to or arising in any way hereunder between the parties shall be resolved solely on an individual basis (i.e., **class actions suits are hereby waived by the parties**), and exclusively by the state and federal courts situated in Denver County, Colorado; (2) that the laws of the state of Colorado shall govern, without regard to its conflict of laws principles; and (3) that **the parties hereto waive any right to a trial by jury.**

Protect Our Winters

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