

## 2018 Rinehart Doloma Decoy Video Challenge

### OFFICIAL RULES

- **NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.**
- **THIS IS A SKILL-BASED CONTEST, NOT A GAME OF CHANCE. WINNERS WILL BE CHOSEN BASED ON STATED CRITERIA.**
- **VOID WHERE PROHIBITED BY LAW.**
- **AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.**
- **SPONSOR OBTAINS RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.**

**BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU, A CLASS ACTION WAIVER AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.**

- 1. ELIGIBILITY:** To enter or win the “Rinehart Doloma Decoy Video Challenge” (the “**Contest**”), you must, as of the time of entry, be a legal U.S. resident, 18 years of age or older and have reached the age of majority in your state of residence (includes DC). Employees of Rinehart Targets (“**Sponsor**”), its respective affiliates, subsidiaries, parent companies, sales representatives, agencies, dealers, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in the Contest, and the immediate family (parent, spouse, sibling, child, grandparent, grandchild) and household members of all such employees, are NOT eligible. Contest is subject to all federal, state and local laws and regulations. Void where prohibited or restricted by law. **CONTEST IS OPEN TO AMATEUR PERFORMERS AND FILMMAKERS ONLY.** Professional filmmakers, cinematographers and directors (including, without limitation, current members of the Screen Actors Guild, Directors Guild of America, Writers Guild of America, American Federation of Television and Radio Artists, or any other similar professional union or guild), as determined by Sponsor in its sole discretion, are not eligible.
- 2. CONTEST PERIOD:** This Contest begins on or about 12:01 a.m. Central Standard Time (“**CST**”) on October 1, 2018 and all entries must be received by Sponsor on or before 11:59 p.m. CST on November 30, 2018 (this period, the “**Contest Period**”). All Entries (defined in the “How to Enter” section below) must be received by the end time and date of the Contest Period to be eligible.

**3. HOW TO ENTER:** Visit [www.rinehart3d.com/videochallenge](http://www.rinehart3d.com/videochallenge) (the “Contest Site”) during the Contest Period, follow the instructions and submit a qualifying video of any Rinehart “Doloma” series decoy in action (each, a “Video”). Make sure to enter all requested information, including your contact information, and click in the “I agree” box (these materials together constitute your “Entry”). Your Video must be either viewable on Youtube or Vimeo or else uploaded, in digital file format (.mpg, .mp4, or .flv file format), and must not exceed three (3) minutes in length; additional “Entry Requirements” are outlined in Section 4 below. All complete and eligible Entries will be entered in the Contest. Only Entries received during the Contest Period will be considered; late Entries will be disqualified. For purposes of this Contest, your entry is “received” when Sponsor’s servers record the entry information and submission. Proof of sending (such as an automated computer receipt confirming entry or “thanks for entering” message) does not constitute proof of actual receipt of an Entry for purposes of this Contest. The database clock of Sponsor’s server will be the official timekeeper for the Contest. Those who do not follow all of the instructions, provide the required information in their Entry, or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Contest at Sponsor’s sole and absolute discretion. Entries generated by script, macro or other automated means and entries by any means which subvert the entry process are void. You may enter more than once during the Contest Period. Multiple videos may not be uploaded within the same entry. Entries will not be acknowledged or returned. Assurance of delivery of Entries is the sole responsibility of the entrant.

**4. ENTRY REQUIREMENTS:** Each Entry must observe and abide by the following:

**“Do’s”:**

- Include one or more Rinehart “Doloma” series decoys (available decoys include antelope, buck, coyote, turkey and doe) in your Video, and make sure to show the decoy “in action.”
- Share only Videos that contain your own ORIGINAL work, the Doloma Decoy and/or work that is in the public domain.
- Share Videos that are realistic, factual, silly, informational, instructional, funny, off-the-wall, scary, mysterious... anything goes as long as it would be interesting to other hunting enthusiasts.
- Share material that is suitable for presentation in a public forum (Keep it clean!).
- Target an English-speaking audience.
- LIMIT your Video to 3 minutes.
- You may enter the Contest multiple times but you must share a different Video each time.
- Feel free to use generic locations and names rather than specifics to protect your confidentiality and privacy. (For example, you may identify yourself as “Bob” and state that you are “filming in your back yard” rather than identify yourself on-camera as “Robert Jones of 123 Maple Lane, in Janesville, Wisconsin”).
- Share a Video that features you only, and no other people. (Pets, animals, vehicles and of course, the Doloma series decoys, are all OK!)
- Maintain all rights, without third party obligations, to transfer your Entry to us if you are selected as a Winner. This means that you need permissions: 1) to film at any location you

do not own and 2) to submit a Video under your name if anyone else worked on it (e.g., camera person or editor).

- Respect the rights of others. Entries that promote bigotry, racism, harm or discrimination (as determined by Sponsor in its sole discretion), or that do not show Sponsor's products used in a safe and appropriate manner, will be immediately disqualified.

**Don'ts:**

- Do NOT include your own personally identifiable information (e.g., full name, address, phone number, email address, credit card number, etc.), or that of your friends/family, coworkers or anyone else, on camera or on screen in your Video.
- Do NOT include background artwork or music unless it is your original work, or in the public domain (as determined by Sponsor in its sole discretion).
- Do NOT include previously published material or a Video that you previously submitted as part of an Entry in this Contest or any other contest.
- Do NOT identify, reference, or mention any company other than Sponsor or any other company's brands, trademarks, slogans, logos, products or services (except that you may describe your own personal belongings related to the theme and purpose of the Contest).
- Do NOT suggest, depict, or describe any inappropriate, unlawful, or dangerous use of Sponsor's or any other products or services.
- Do NOT include material that is false, fraudulent, deceptive, misleading, defamatory, threatening, trade libelous, slanderous, libelous, disparaging, unlawfully harassing, profane, obscene, pornographic, hateful, indecent, inappropriate or injurious to any individual, the Sponsor, or any third party.

Sponsor reserves the right to disqualify any Entry that does not follow the requirements noted above. Further, Entries that (in Sponsor's sole discretion) may technically meet the stated criteria but do not reflect the intent and the spirit of the Contest, are not eligible. Sponsor further reserves the right, but not the obligation, to modify, scrub, revise, edit any Entry to comply with the above criteria before publication. Entry constitutes entrant's certification that s/he is the owner of the Entry and is able and authorized to submit it.

By submitting an Entry, entrant agrees to indemnify and hold harmless Sponsor and its parent companies, subsidiaries, affiliates, sales representatives, agencies, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in this Contest from any and all claims, damages, expenses, costs (including reasonable attorney fees) and liabilities (including settlements), resulting from or relating to entrant's submission, or any information supplied or represented to Sponsor by entrant.

**IMPORTANT NOTE: IF THE VIDEO CONTAINS ANY MATERIAL OR ELEMENTS THAT ARE NOT OWNED BY THE ENTRANT AND/OR WHICH ARE SUBJECT TO THE RIGHTS OF THIRD PARTIES, THE ENTRANT IS RESPONSIBLE FOR OBTAINING, PRIOR TO SUBMISSION OF THE ENTRY, ANY AND ALL RELEASES AND CONSENTS (FOR EXAMPLE, A VIDEOGRAPHER RELEASE OR LOCATION RELEASE) NECESSARY TO PERMIT THE USE AND EXHIBITION OF THE ENTRY BY SPONSOR IN THE MANNER SET FORTH IN THESE OFFICIAL RULES. ENTRANT AGREES THAT ANY CONSENT OR PERMISSION FORMS PROVIDED BY SPONSOR ARE DONE SO FOR THE BENEFIT OF SPONSOR, AND SPONSOR MAKES NO REPRESENTATION OR WARRANTY AS TO THE EFFECTIVENESS AND COMPLETENESS OF SUCH FORMS. SPONSOR AND ITS DESIGNEE RESERVE THE RIGHT TO REQUEST PROOF OF THESE PERMISSIONS IN A FORM ACCEPTABLE**

**TO SPONSOR FROM ANY ENTRANT AT ANY TIME. BY SUBMITTING AN ENTRY, ENTRANT REPRESENTS AND WARRANTS THAT HE/SHE CONSENTS TO THE SUBMISSION AND USE OF THE ENTRY IN THE CONTEST AS DETAILED IN THESE OFFICIAL RULES.**

**5. PRIZES:** Winning a Prize is contingent upon fulfilling all requirements set forth herein. Taxes on Prize are the sole responsibility of each winner. Prizes are non-transferable except in the sole discretion of the Sponsor. No substitution or cash equivalent is allowed. Sponsor reserves the right to substitute Prizes of the same approximate retail value. For prizes \$600 or more in value to an individual winner in a calendar year, winner's social security number or taxpayer identification number will be required in order to issue a Form 1099-MISC showing prize ARV as income to winner. Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein, related to any prize, including but not limited to delivery, installation, service activation fees, and other expenses incurred by accepting the prize, are the sole responsibility of the winner.

**Contest Prizes:** The following "Prizes" will be awarded:

- **First Place:** \$2,000 in cash and \$1,000 in Rinehart products at retail value
- **Second Place:** \$1,000 in Rinehart product at retail value
- **Third Place:** \$1,000 in Rinehart product at retail value
- **All eligible entries will receive a Rinehart pyramid target (limit one per entrant)**

Sponsor will issue Credit vouchers to be used directly with Rinehart Targets. Valid for one time use within ninety (90) days of dated voucher. Vouchers may be redeemed for merchandise; applicable taxes as well as shipping charges.

**6. WINNER SELECTION & NOTIFICATION:**

All judges' decisions are final and binding on all Entries. **Judges and/or Sponsor have BROAD discretion to disqualify any Entry that does not comply with the Official Rules, Entry Criteria, or Judging Criteria**

**“Judging Criteria”:**

- *Creativity/Originality:* Video presents a creative or unique take on use of a Doloma Decoy – 30%;
- *Appropriateness to Topic:* The video features the Doloma Decoy, showcases the best attributes of the product, and is informative and interesting to other hunting enthusiasts– 20%; and
- *Wildlife Interaction:* The Video effectively features wildlife responding to Doloma Decoy --- 30%
- *Technical Skill:* The Video features great camera work, sound and technical effects (special effects are not required but will be considered), showing the entrant’s skill as an amateur filmmaker --- 20%.

The Video with the highest score using the scale above will receive First Place; the second highest scoring video will receive Second Place; and the third highest scoring video will receive 3<sup>rd</sup> place. In the event of ties, the judge(s) will revisit the tied entries and select the entry with the highest score in the Wildlife Interaction category; in the event of a second tie, the Winner will be the entry with the highest score in the Creativity/Originality category. If there still remains a tie, Sponsor will bring in a new tie breaking Judge to apply the same Judging Criteria to break the tie.

**Winner Notification:** Winners will be notified on or about two weeks after the end date of the Contest Period, by phone, email, or regular mail, in Sponsor’s sole discretion, using the information provided on the Entry form. Each Winner will be required to respond within ten (10) days of notification or the potential winner’s prize will be forfeited in each instance, and an alternate winner will be chosen. Affidavit of eligibility (including SSN), prize acceptance form, tax information, assignment of rights, publicity release, and/or mutually acceptable liability releases may be required and, if so, must be returned within the reasonable specified time or prizes will be forfeited and an alternate winner chosen.

**7. LICENSE TO ENTRY MATERIAL:** As a condition of entry, each entrant grants Sponsor a perpetual, irrevocable, royalty-free, fully sub-licensable and transferable worldwide license and permission to use, reproduce, edit, modify and exhibit, create derivative works of, transmit, distribute, and display the Video and the Entry, in any and all media formats, whether now known or hereafter developed (the “**License**”); likewise, entrant will have no right of approval, review, or modification as to the future use, modification, display of entrant’s Video or Entry. Participants shall have no right of compensation from, credit or attribution or approval over any use of the Video or the Entry by Sponsor. Sponsor has the right but not the obligation to post any submission for worldwide viewing on the internet. Entrants hereby forever waive and relinquish all so-called “moral rights (droit moral)” now or hereafter recognized in connection with any Video or Entry submitted as part of the Contest. Entrants agree not

to issue any publicity concerning Sponsor. Entrants agree that neither Sponsor, nor its agents, shall be responsible for return or preservation of the Entries submitted. All Videos or completed Entries that are posted on Sponsor's website or elsewhere may be available to be viewed by the public.

**8. PUBLICITY RELEASE.** Except where prohibited, acceptance of a Prize constitutes each winner's consent that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes, without limitation and without additional notice, compensation, or consent.

**9. RELEASE:** By participating, each entrant agrees to release and hold harmless Sponsor, participating dealers and retailers, affiliates, sales representatives, distributors and promotional and other vendor agencies, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in any Contest-related activity, or participation in the Contest. Sponsor is not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Entrants further understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. Entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

Sponsor is not responsible for any typographical or other error in the printing of this offer, administration of the Contest or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. If for any reason Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without further obligation. If Sponsor in its discretion elects to so abbreviate all or any portion of the Contest, Sponsor reserves the right, but not the obligation, to award any or all of the Prizes from among all eligible entries received to date.

This Contest is intended for viewing in the United States only and shall be construed and evaluated only according to applicable United States law. Do not enter this Contest if you are not located in the United States. The use of any automated devices in connection with this Contest is prohibited. Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections, whether human, technical or otherwise in nature. **WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY COMPUTERIZED SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGE**

FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Contest should virus, bugs or other causes beyond its control corrupt the administration, security or proper play of this Contest. Sponsor is not responsible for any injury or damage to any person's computer or related equipment resulting from or relating to participation in this Contest or downloading any material related to this Contest. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. In the event of a dispute, the potential winner may be required to provide proof that he or she is the authorized holder of the identified e-mail account.

The decisions of the Sponsor are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules.

**10. DISPUTES/CHOICE OF LAW:** EXCEPT WHERE PROHIBITED, EACH ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS CONTEST OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY ARBITRATION, AS FURTHER EXPLAINED BELOW; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) NO PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES, INCLUDING WITHOUT LIMITATION, LOST PROFITS, MAY BE AWARDED (COLLECTIVELY, "**SPECIAL DAMAGES**"), AND (4) ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM SPECIAL DAMAGES AND ALL RIGHTS TO HAVE SUCH DAMAGES MULTIPLIED OR INCREASED. WISCONSIN LAW, WITHOUT REFERENCE TO CHOICE OF LAW RULES, GOVERNS THE CONTEST AND ALL ASPECTS RELATED THERETO.

The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Rock County, Wisconsin and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("**JAMS**") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Milwaukee, WI, New York City, NY, Los Angeles, CA, Atlanta, GA or Dallas, TX (whichever is closest to entrant's residence); provided, however, if none of these locations are convenient for the hearing, the parties may mutually agree on an alternative location. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Rock County, Wisconsin. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court. In no event shall any entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation of this Contest (or

any website connected therewith), exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Contest (or any website or any content or other materials used or displayed on the website used in connection with the Contest).

**11. INFORMATION SUBMITTED:** As a condition of entering the Contest, each entrant agrees that his or her personally identifiable information submitted as part of an Entry will be used to administer the Contest, select prize winner and fulfill Prizes. Such information may be shared with Sponsor's agents and affiliates as necessary to administer the Contest, confirm winner identity or materials and fulfill/award any prize. Winner information may be revealed to those individuals requesting a Winner's List.

**12. WINNERS LIST/OFFICIAL RULES REQUESTS:** To receive any legally-required name of the Winners, send a legal-size, self-addressed, stamped envelope within sixty (60) days of the end of the Contest Period to: Rinehart Doloma Decoy Video Challenge — Winners' List, c/o Rinehart Targets, 1809 Beloit Ave., Janesville, Wisconsin 53546. Initial Winners' List to be available after February 28, 2017. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to Rinehart Doloma Decoy Video Challenge — Official Rules Request c/o Rinehart Targets, 1809 Beloit Ave., Janesville, Wisconsin 53546 prior to the end of the Contest Period. Vermont residents may omit return postage with Official Rules requests.

**Sponsored by Rinehart Targets, 1809 Beloit Ave., Janesville, Wisconsin 53546.**