

## **2019 NRS #JustAddWater Photo & Video Challenge**

Official Rules

NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING.

**SPONSOR, PROMOTION DESCRIPTION AND PERIOD:** The Sponsor of this promotion is NRS (Northwest River Supplies, Inc.), 2009 S. Main Street, Moscow, ID, 83843 (the “Sponsor”). Eagle’s Nest Outfitters, Ruffwear, Chaco, Yakima, and Klean Kanteen are “Participating Brands.” Sponsor is offering the “Just Add Water Photo & Video Challenge” (the “Promotion”). The Promotion starts on May 15, 2019 at 8 a.m. PDT and ends on September 4, 2019 at 11:59 p.m. PDT (the “Promotion Period”).

The Promotion consists of a “Challenge” to Just Add Water to your summer adventures, and includes a weekly giveaway sweepstakes for the duration of the Promotion (15 weeks), and one (1) Grand Prize Giveaway sweepstakes. Participants may enter the weekly giveaway sweepstakes as defined in the section “How To Enter Weekly Drawings” during the Weekly Entry Period/s. Participants may enter to win the grand prize giveaway sweepstakes as defined in the section “How To Enter Grand Prize Drawing” during the Grand Prize Entry Period.

The Entry Period for the Grand Prize (the “Grand Prize Entry Period”) runs from May 15, 2019 at 8 a.m. PDT and ends on September 4, 2019 at 11:59 p.m. PDT.

The Grand Prize Entry Period includes fifteen (15) Weekly Entry Periods (the “Weekly Entry Period/s”), beginning on the first Monday (May, 20, 2019) of the Entry Period. Each Weekly Entry Period ends at 11:59 p.m. PDT on Sundays during the Promotion Entry Period. Submissions during one Weekly Entry Period may not roll over into subsequent Weekly Entry Periods.

Weekly Winners will be selected as defined in the section “Weekly Winner Drawings” below. The Grand Prize Winner will be selected as defined in the section “Grand Prize Winner Drawing” below.

Weekly and Grand Prize Winners (the “Prize Winners”) will be notified as defined in the section “Notification” below.

**ELIGIBILITY:** The Promotion is open to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at time of entry and are registered users of one or more of the following: Facebook and Instagram (the Social Networks).

Officers, directors, and employees of Sponsor, subsidiaries, and affiliated companies, retailers, sales representatives, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this promotion (collectively, the “Sponsor and Participating Brands”) and the immediate family members (defined as parents, spouse, children, siblings, grandparents), and all those with whom such employees are domiciled (whether related or not), may participate but are NOT eligible to win any of the Weekly Drawings, nor are they eligible to win the Grand Prize Drawing.

Winners of a Weekly Drawing who have also completed the requirements to enter the Grand Prize Drawing (see “How To Enter Grand Prize Drawing” below) are eligible to win the Grand Prize.

**HOW TO ENTER WEEKLY DRAWINGS: NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF-OF-PURCHASE IS NECESSARY TO PARTICIPATE.**

During the Weekly Entry Periods, participants enter the Promotion by publicly posting an original photo or video (15 seconds or less) to one of the Social Networks. All entries must include the hashtag #justaddwater and “tag” on that social network @nrsweb (the Sponsor). Tagging one or more of the Participating Brands is encouraged, but is not required for entry and will not improve chances of winning: Chaco Footwear (@chacofootwear), Eagle’s Nest Outfitters (@enohammocks), Ruffwear (@Ruffwear), Klean Kanteen (@kleankanteen) and Yakima Racks (@yakimaracks). Accompanying the post with a thought-provoking caption that depicts the fun, excitement and friendship the participant has experienced while recreating on or nearby water is encouraged, but not required. Limit seventy-five (75) entries per person during the fifteen (15) Weekly Entry Periods, and a maximum of five (5) entries per Weekly Entry Period, including, as applicable, household, email and/or phone number.

Each Submission must meet the following “Submission Requirements”: (i) the Submission must either be the submitting entrant’s original work and not include any material owned or controlled by third parties (including without limitation, third party copyrighted material) and may not have won an award for any other contest, giveaway or sweepstakes; (ii) *or* the entrant must be one of the subjects shown in the Submission, and the entrant must have the permission of the person who created the original work to use his or her photo or video as a Submission in the Promotion; (iii) the entrant must provide upon request all appropriate clearances, permissions and releases for the Submission (in the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor’s sole discretion, to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor’s benefit, or allow the applicable Submission to remain in the Promotion); and (iv) the Submission must not include any content that is obscene, pornographic, libelous or otherwise objectionable. Any Submission which, in Sponsor’s good faith judgment, violates the Submission Requirements may be disqualified. (v) Submissions must be received by the end of the applicable Weekly Entry Period to be entered into the Promotion.

Submissions during one Weekly Entry Period may not roll over into subsequent Weekly Entry Periods. The Promotion Website is the official timekeeper for the Promotion. All entry information becomes the property of Sponsor and will not be acknowledged or returned. Except as otherwise disclosed in these Official Rules, and to the extent entrants may otherwise elect at the time of entry, any information collected through the Promotion shall be used only in a manner consistent with the consent given by the entrants at the time of entry, with these Official Rules, and with the Sponsor’s Privacy Policy found at <http://www.nrs.com/privacy.asp>.

Any communication or information transmitted to Sponsor by electronic mail or otherwise is and will be treated as non-confidential and nonproprietary. Entries meeting the Submission Requirements will be displayed at <http://www.nrs.com/JustAddWater> (the “Promotion Website”) in good faith, as technological tools and other potential limitations allow. Sponsor does not guarantee that all eligible submissions will be displayed.

The Sponsor, and/or its designated representatives, will review all Submissions received and will post the eligible Promotion entries to the Promotion Website that conform to these Official Rules, including, but not limited to, the Submission Requirements, as determined by the Sponsor in its sole discretion. The Weekly Winners along with the first name and first initial of the last name of the entrant will be announced in campaign communications for viewing by the general public and 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. Entries that do not comply with these Official Rules, as determined in Sponsor’s sole discretion, will be disqualified from the Promotion. Decisions of the Sponsor are final and binding.

#### **HOW TO ENTER GRAND PRIZE DRAWING:**

**NO PURCHASE NECESSARY AND NO ENTRY FEE, PAYMENT OR PROOF-OF-PURCHASE IS NECESSARY TO PARTICIPATE.**

During the Promotion Entry Period, enter the Grand Prize Drawing by taking the Just Add Water “Challenge” by filling out the Grand Prize Entry Form at the Promotion Website, of which the Entrant agrees to subscribe to all Participating Brands’ newsletters. Entrant must also publicly post at least one (1) valid Weekly Drawing Submission (see How to Enter Weekly Drawings section above). The Entrant’s Weekly Drawing Submission/s must remain active and public for the duration of the Promotion Period. Limit one (1) entry per person during the Grand Prize Entry Period, including, as applicable, household, email and/or phone number.

NOTE: By entering, all entrants understand and agree that all eligible submissions for the Weekly Giveaway and/or the Grand Prize Giveaway will be entered into consideration to be a Weekly Winner and/or a Grand Prize winner and may be posted on the internet (and other media as designated by the Sponsor in its sole discretion) for public view on the Promotion Website and 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. Further, by entering, all entrants agree to give Sponsor permission to use his/her name and likeness in accordance with “Entrants Grant of Rights” section below. Any entrant who incorporates any intellectual property owned by a third party into his or her Submission does so at his or her own risk. If Sponsor is duly notified that any element of an entrant’s Submission infringes upon the rights of another person and/or receives a legally valid request to remove the affected Submission from the Promotion Website because of such infringement, such Submission may be disqualified from the Promotion, as Sponsor may determine in its sole discretion. Further, no entrant will be eligible to receive a prize unless Sponsor determines, in its sole and absolute discretion, which such entrant’s Submission has been or can be sufficiently cleared for legal purposes. Grand Prize entries are limited to one (1) entry per person during the Grand Prize Entry Period, including, as applicable, household, email and/or phone

number. Weekly Prize entries are limited to seventy-five (75) entries per person during the fifteen (15) Weekly Entry Periods, and a maximum of five (5) entries per Weekly Entry Period, including, as applicable, household, email and/or phone number. Any individual who attempts to enter, or in the sole discretion of Sponsor is suspected of entering in excess of these limits or submits Submissions in excess of the disclosed maximum, by any means, including but not limited to establishing multiple email accounts, will be disqualified from participation in this Promotion. In the event of a dispute over the identity of an entrant, the entry will be declared made by the authorized holder of the email address submitted at the time of entry, and the entrant may be required to provide identification sufficient to show that he/she is the authorized account holder of such email address. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his/her email or postal address during the Promotion Period. Proof of submission of entry does not constitute proof of delivery or entry. Each entry submission must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot, or contest service) will be disqualified and transmissions from these or related email or IP addresses may be blocked. Sponsor shall have no liability for any Submission that is lost, intercepted or not received by Sponsor. The Sponsor and Participating Brands shall not be responsible for incorrect or inaccurate entry information whether caused by Internet or other network users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error, which may occur in the processing of the entries in the Promotion. The Sponsor and Participating Brands assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

**WEEKLY WINNER DRAWINGS:** Sponsor or its designee will select a total of fifteen (15) Weekly Winners, one (1) per week, from among the eligible Weekly Entrants by random drawing. Submissions during one Weekly Entry Period may not roll over into subsequent Weekly Entry Periods. Winners will be chosen at random by the Sponsor from among all eligible submissions received during the Weekly Entry Period in the “Weekly Winner Drawing.” The same Entrant may not win more than one Weekly Drawing. Each entrant agrees to be bound by and not challenge the final results of Weekly Winner Drawings.

**GRAND PRIZE WINNER DRAWING:**

Sponsor or its designee will select a total of one (1) Grand Prize Winner from among the eligible Grand Prize Drawing Entrants by random drawing. Winners will be chosen at random by the Sponsor from among all eligible submissions received during the Promotion Grand Prize Entry Period. Entrants are limited to one (1) official entry to the Grand Prize Drawing; duplicate entries will be denied. Each entrant agrees to be bound by and not challenge the final results of the Grand Prize Drawing.

All selections of the Weekly and Grand Prize Drawings are final and binding, subject to these Official Rules. In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry fails to comply with these Official Rules prior to delivery of the prize, the prize may be forfeited and awarded to an alternate.

**NOTIFICATION:** Potential Prize Winners will be notified by Sponsor whose decisions are final and binding on all matters relating to this Promotion.

Sponsor will notify potential Weekly Drawing winners on or about the Wednesday following the applicable Weekly Entry Period. Sponsor will notify the Grand Prize winner within 10 days of the end of Grand Prize Entry Period.

Sponsor will attempt to notify each potential Weekly Prize Winner by writing a “comment” on the post in which the entry was submitted and providing a method for the winner to contact the Sponsor. The Sponsor will notify the Grand Prize winner via the email address and/or telephone number provided in the Grand Prize entry submission.

The potential winner(s) must then contact Sponsor using the contact information provided within 72 hours of notification. Potential winners of both a Weekly Prize or the Grand Prize (the “Prize Winner”) are subject to eligibility verification and compliance with these Official Rules. Each potential Prize Winner may be required to execute a further Submission license or assignment, Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents") within five (5) days of notification in order to receive prize delivery. If any required information is not returned within the number of days specified in the notification correspondence, or if any notification is returned as undeliverable, then the prize may be forfeited and an alternate Prize Winner will be selected at the Sponsor’s sole discretion. Designation as a Prize Winner is subject to entrant’s proof of compliance with these Official Rules, maintaining compliance with these Official Rules, and approval by Sponsor. Each entrant acknowledges that other entrants may have created ideas and concepts contained in his/her entry that may have familiarities or similarities to his/her entry, and that he/she will not be entitled to any compensation or right to negotiate with the Sponsor and Participating Brands because of these familiarities or similarities. The decisions of the Sponsor and Participating Brands are final and binding in all matters relating to this Promotion, including interpretation and application of these Official Rules.

If a potential Weekly Winner cannot be contacted, fails to claim the prize within the time specified, is disqualified, fails to timely execute and return any required forms, or if the prize notification is returned as undeliverable, the prize is forfeited.

If the Grand Prize Winner cannot be contacted, fails to claim the prize within the time specified, is disqualified, fails to timely execute and return any required forms, or if the prize notification is returned as undeliverable, an alternate winner will be selected from all remaining eligible entries. If by reason of printing or other error, more prizes are claimed than the number of prizes set forth in these Official Rules, a random drawing will be held to award the advertised number of prizes in the relevant category. Under no circumstances will more than the advertised number of prizes be awarded.

**PRIZES:** One (1) Prize During the Weekly Entry Periods. Fifteen (15) Weekly Prize Winners will receive a Gift certificate or equivalent, of \$50 or greater, from one (1) of the Participating Brands, or merchandise specified by the Participating Brand (ARV \$50 or greater).

One (1) Grand Prize is available for the Promotion. The Grand Prize for the Promotion includes: One (1) NRS SUP Package (ARV \$1,300 or greater); One (1) ENO PRIZE (ARV \$250 or greater); One (1) CHACO PRIZE (ARV \$250 or greater); One (1) YAKIMA PRIZE (ARV \$250 or greater); One (1) RUFFWEAR PRIZE (ARV \$250 or greater); One (1) KLEAN KANTEEN PRIZE (ARV \$250 or greater). Prize details and availability are subject to change, in which case a prize of equal value may be substituted at Sponsor's sole discretion. Neither Sponsor, Participating Brands, Facebook, nor Instagram make or offer any warranty or guarantee, either express or implied (including, without limitation, quality, merchantability and fitness for a particular purpose) in connection with this Promotion or any prize. eGift Cards are subject to the terms and conditions imposed by issuer. Sponsor is not responsible for lost or mutilated eGift Cards and none will be replaced. Prizes are non-transferable. No cash alternative or prize substitutions allowed, except Sponsor reserves the right, in its sole discretion, to substitute a prize of equal or greater value if advertised prize becomes unavailable. Prizes may not be sold, bartered, or exchanged by winners. All details of any prize not specified herein shall be determined solely by Sponsor. By accepting a prize, the winner acknowledges compliance with these Official Rules. ALL FEDERAL, STATE, OR OTHER TAX LIABILITIES ARISING FROM THIS PROMOTION ARE THE SOLE RESPONSIBILITY OF THE WINNER; SPONSOR IS NOT RESPONSIBLE FOR AND WILL NOT PAY ANY SUCH TAXES. ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. Limit of one (1) Weekly Prize and one (1) Grand Prize per person/household. No more than the listed number of prizes will be awarded. All other expenses relating to acceptance of a prize, including but not limited to taxes and any other expenses not specified herein are the sole responsibility of winner. Prize conditions may be added or modified by Sponsor, in its sole discretion.

**CONDUCT:** By entering into this Promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all respects. These Official Rules are accessible throughout the Promotion Period. Failure to comply with these Official Rules may result in disqualification. This Promotion is subject to the laws of the United States. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Promotion; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**ENTRANT'S GRANT OF RIGHTS:** By participating in the Promotion, each entrant irrevocably grants Sponsor and its agents and successors and assigns a non-exclusive, unlimited, worldwide, perpetual, royalty free, transferable license and right (but not the obligation) to reproduce, publicly perform, distribute, exploit, publicly display, and otherwise use the Submission in any way, for any reason, and in any and all media (including but not limited to the Promotion Website), without limitation, and without further notice, consent or consideration to the entrant.

Without in any way limiting the foregoing, Sponsor shall have the right, in its sole discretion, to modify and make derivative works of the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

Sponsor shall have the right to freely sublicense its rights hereunder, in whole or in part, to any person or entity. Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements.

**By entering the Grand Prize Drawing, the entrant agrees to receive email newsletters periodically from the Sponsor and/or Participating Brands. The entrant can opt-out of receiving emails from the Promotion at any time by clicking the unsubscribe link in the newsletters.**

**REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION:** Each person who enters this Promotion represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished, and previously unproduced work; (ii) the Submission does not contain any computer virus (as applicable), is otherwise uncorrupted, is wholly original with entrant, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (iii) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any third party; and (iv) the Submission does not and will not violate any applicable laws, and is not and will not be defamatory or libelous. By entering, each entrant agrees to hereby indemnify and hold harmless the Sponsor and Participating Brands from any and all third party claims, actions, proceedings or damages of any kind (including reasonable attorneys' fees) arising from, or relating to, the breach or alleged breach of the representations, warranties or agreements herein, your entry, or your conduct in creating your entry or otherwise in connection with this Promotion.

**PUBLICITY AND MARKETING RELEASE:** By participating in the Promotion, in addition to any other grants which may be granted in any other agreement entered into between Sponsor and any entrant in the Promotion, each entrant irrevocably grants the Sponsor and Participating Brands and their respective successors, assigns, and licensees, the right to use such entrant's name, likeness, image, and biographical information in any and all media for any purpose, including, without limitation, advertising and publicity purposes, as well as in connection with the Promotion and hereby releases the Sponsor and Participating Brands from any liability with respect thereto and as more fully set forth below.

Acceptance of any prize constitutes permission to the Sponsor to use winners' name, voice, statements, image and likeness for purposes of advertising and trade, in any medium, without further compensation or notice, unless prohibited by law.

Adult Model Release: If Submission contains images of people with recognizable features, entrant agrees that he or she has the permission of those models to use their images in association with this Promotion. Entrant does hereby release and discharge Sponsor, Participating Brands, Facebook, and Instagram from any and all claims and demands arising out of or in connection with the use of the images and content including without limitation any and all claims for libel or violation of any right of publicity or privacy. Entrant agrees that any adult model does hereby grant Sponsor:

- a) the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or pictures of the model or in which entrant may be included intact or in part, without restriction as to changes or transformations in conjunction with model's own or a fictitious name, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.
- b) permit the use of any printed material in connection therewith.
- c) relinquish any right that model may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) release, discharge and agree to hold harmless Sponsor and Participating Brands, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.
- e) affirm that model is over the age of majority and has the right to contract in his or her own name.

Entrant has read the above authorization, release and agreement, prior to its execution; fully understands the contents thereof. This release agreement shall be binding upon entrant and entrant's heirs, legal representatives and assigns.

Minor Model Release: If Submissions contain images of minors (children who are less than 18 years old or the age of majority in their state of residence by the date of submission), entrant agrees that entrant is the parent or legal guardian of such minors at the time Submission is uploaded for consideration in this Promotion. Entrant confers on Sponsor the absolute and irrevocable right and permission with respect to the photographs taken of entrant's minor child in which he/she may be included with others:

- a) the unrestricted right and permission to copyright and use, re-use, publish, and republish photographic portraits or pictures of the minor, of who entrant is parent or legal guardian, in which they may be included intact or in part, without restriction as to changes or transformations in conjunction with their own or a fictitious name, made through any and all media now or hereafter known for illustration, art, promotion, advertising, trade, or any other purpose whatsoever.



- b) also permit the use of any printed material in connection therewith.
- c) relinquish any right that entrant or entrant's child the minor may have to examine or approve the completed product or products or the advertising copy or printed matter that may be used in conjunction therewith or the use to which it may be applied.
- d) release, discharge and agree to hold harmless Sponsor and Participating Brands, from any liability by virtue of any blurring, distortion, alteration, optical illusion, or use in composite form whether intentional or otherwise, that may occur or be produced in the taking of said picture or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

**DATES & DEADLINES/ANTICIPATED NUMBER OF ENTRANTS:** Because of the unique nature and scope of the Promotion, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise governing the Promotion. Sponsor cannot accurately predict the number of entrants who will participate in the Promotion.

**NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each entrant hereby acknowledges and agrees that the relationship between the entrant and the Sponsor and Participating Brands 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 Promotion does not place the Sponsor and Participating Brands 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 Sponsor and Participating Brands have wide access to ideas, stories, photographs, 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 or photographs 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 Sponsor or Participating Brand's use of any such similar or identical material. Each entrant acknowledges and agrees that the Sponsor and Participating Brands 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.

**NO OBLIGATION TO USE:** Sponsor shall have no obligation (express or implied) to use any Submission or any materials or content created by the entrant (the "Materials"), or to otherwise exploit any Submission or Materials or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission or Materials 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.

**LIMITATIONS OF LIABILITY:** The Sponsor and Participating Brands assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any

faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Promotion or for miscommunications or for the incorrect or inaccurate capture of information, or the failure to capture any information; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers; (d) inaccessibility or unavailability of the Internet or any combination thereof; or (e) any injury or damage to the entrant's or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion or access or download any materials from the Promotion Website. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due prize notifications. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event an insufficient number of eligible Submissions are received and/or Sponsor is prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, extend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsor will (if possible) select the winner(s) from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances.

**RELEASES/FORCE MAJEURE:** All entrants, as a condition of entry into the Promotion, agree that the Sponsor, Participating Brands Facebook and Instagram a) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. Unless otherwise stated in these Official Rules, the invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Unless

otherwise stated in these Official Rules, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF IDAHO AND THE UNITED STATES OF AMERICA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS PROMOTION, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS PROMOTION SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURT SITUATED IN THE STATE OF IDAHO, U.S.A.**

**ARBITRATION PROVISION:** By participating in this Promotion, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Sponsor and Participating Brands relating to, arising out of or connected in any way with (a) the Promotion, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the U.S. Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Idaho, U.S.A.; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Promotion; (v) the arbitrator shall apply Idaho law and United States law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) in the event that the administrative fees and deposits that must be paid to initiate arbitration against Sponsor exceed \$500 USD, and entrant is unable (or not required under the rules of JAMS) to pay any fees and deposits that exceed this amount, Sponsor agrees to pay them and/or forward them on entrant's behalf, subject to ultimate allocation by the arbitrator; (ix) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (xi) above, if

any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (xii) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at [www.jamsadr.com](http://www.jamsadr.com).

**NO LIABILITY & INDEMNIFICATION:** Sponsor, Participating Brands, Facebook, and Instagram are not responsible for, and entrants release each from, any failures of any kind (whether caused by computer, technical, or human error) which may either limit the entrant's ability to submit an entry, claim a prize, or otherwise participate in this Promotion, or Sponsor's ability to include all eligible entries, conduct random drawings, notify potential winners, or otherwise execute this Promotion in the manner intended. Entrants further release and agree to indemnify Sponsor, Participating Brands, Facebook, and Instagram from any and all liability, claims or actions of any kind whatsoever arising from injuries, damages, or losses to persons or property which may be sustained in connection with this Promotion including, but not limited to: (a) the receipt, ownership or use of any prize awarded; (b) any travel or prize-related activity; (c) any typographical or other error in these Official Rules or any other materials disseminated by Sponsor; and (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with any equipment, systems, networks, lines, satellites, servers, computers, or providers used by an entrant, Sponsor and Participating Brands.

**OTHER TERMS:** Decisions of Sponsor on all matters related to the Promotion are final. Sponsor reserves the right to cancel or modify the Promotion for any reason, including but not limited to, if fraud, misconduct or technical failures destroy the integrity of the Promotion, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the Promotion as determined by Sponsor, in its sole discretion. Sponsor reserves the right to disqualify or prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation or with any provision in these Official Rules. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL & CIVIL LAWS. SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND/OR SEEK DAMAGES FROM ANY INDIVIDUAL MAKING ANY SUCH ATTEMPTS TO THE FULL EXTENT PERMITTED BY LAW.**

**NO AFFILIATION WITH FACEBOOK OR INSTAGRAM:** The Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram. Any questions, comments, or complaints regarding the promotion should be directed to Sponsor, not to Facebook or Instagram.

**WINNERS LIST:** Names of winners are available within 60 days after the Promotion ends. To request any legally required winner's list, send a self-addressed, stamped envelope to:

JustAddWater Photo & Video Challenge Winner Request

NRS

2009 S. Main Street.

Moscow, ID 83843

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