### **OFFICIAL RULES**

#### **SCAM ALERT**

If you are selected as a Winner, you will NOT be required to pay a fee in order to receive a prize. If you receive a phone call, letter, email and/or a direct message on social media from someone that states you have won a prize and you need to send money before receiving your prize, it is a SCAM. Never release your credit card or banking information. Never wire money from your bank or from money transfer platforms like Zelle or Venmo. Prize winnings must be reported to the IRS when filing your tax returns, and any federal or state income taxes would need to be paid by the winner directly to the IRS.

## MHP (Monarch Hunting Products) OFFICIAL RULES

THIS PROMOTION IS VALID ONLY IN THE 46 CONTIGUOUS UNITED STATES (EXCLUDES AK, NY, FL & HI, THE DISTRICT OF COLUMBIA, CANADA AND QUEBEC) AND SHALL BE CONSTRUED ACCORDING TO UNITED STATES LAW.

VOID IN THE STATES OF ALASKA, NEW YORK, FLORIDA,& HAWAII, THE DISTRICT OF COLUMBIA, CANADA AND QUEBEC & WHERE PROHIBITED.

NO PURCHASE NECESSARY. PURCHASE OR ACCEPTANCE OF A PRODUCT OFFER WILL NOT IMPROVE YOUR CHANCES OF WINNING.

BY ENTERING OR OTHERWISE PARTICIPATING IN THE GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT REQUIRES YOU TO INDEMNIFY AND RELEASE ALL CLAIMS AGAINST THE RELEASED PARTIES AND TO AGREE TO ARBITRATION WITH NO CLASS RELIEF AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION WITH NO CLASS RELIEF.

### **ELIGIBILITY**

MHP (the "Giveaway" or "Promotion") is open only to legal permanent residents of the 46 contiguous United States (excludes THE STATES OF ALASKA, NEW YORK, FLORIDA,& HAWAII,THE DISTRICT OF COLUMBIA, CANADA AND QUEBEC) who are licensed drivers and legal age of majority in the state/province/territory in which they reside. Employees of Monarch Hunting Products LLC (the "Sponsor"), its affiliates, subsidiaries, advertising, promotion partners and internet agencies, and each of their respective officers, directors and agents (collectively "Released Parties") and their immediate family members (spouse, parent, child, sibling, and grandparent) and/or those living in the same household of each are not eligible. The Giveaway is VOID IN THE STATES OF ALASKA, NEW YORK, FLORIDA,& HAWAII,THE DISTRICT OF COLUMBIA, CANADA AND QUEBEC and where prohibited. All federal, state, provincial, municipal and local laws and regulations apply. By participating in the Giveaway, entrants agree to be bound by these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### PROMOTION PERIOD

The Giveaway begins on **March 1, 2023** and ends at 11:59:59 PM CT on **April 30, 2023** (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Giveaway.

## **HOW TO ENTER**

A. Automatically via a purchase. You will automatically receive "X" amount of entries per eligible items purchase at www.deerfeeder.com (the "Website") during the Promotion Period.

Entries earned via a purchase of a Bundle or Exclusive item, and purchases made by Monarch Hunting Products subscribers are not subject to additional Entry Multiplier offers.

Your purchase transaction must be received by 11:59:59 PM ET on **April 30, 2023** to be eligible to receive entries. The number of entries you receive will be based on the list price of your eligible purchase (excludes sales tax and shipping charges) and will be rounded up to the nearest dollar. If a purchase is returned prior to the drawing, entry/ies associated with that purchase will be voided. All purchases are subject to Sponsor's return policy. Monarch Hunting Products Club terms and conditions apply; to be eligible to receive a prize, Monarch Hunting Products Club subscriber's accounts must be active and in good standing throughout the Promotion Period through time of prize award. Visit

www.deerfeeder.com for complete subscription details. You can cancel your subscription at any time.

B. No Purchase Required Mail-In Method of Entry: To enter without making a purchase, on a plain piece of 3"x5" paper, hand print your complete first and last name, street address, city, state/province/territory, zip/postal code, date of birth (mm/dd/yyyy), e-mail address plus daytime telephone number including area code. Then, on the opposite side of your entry, in at least 25 words complete the sentence: "I want to win MHP because...". Mail your entry in a #10 business-size envelope with first-class postage affixed, to: MHP Giveaway Entry, 1109 E Hwy 67, Alvarado, Tx 76009. Your outer-mailing envelope must include a valid return address, which includes a complete first and last name. Mailed entries received without a verifiable and legible return address will be deemed incomplete and invalid. Limit one entry per outer-mailing envelope. Bulk shipments (multiple entries in one shipping package) will not be accepted. Mail-in entry, including outer-mailing envelope must be handwritten. No mechanically reproduced entries or metered mail permitted. Statements contained in mail-in entries will not be judged but must be unique; Statements must not in any way reflect negatively upon Sponsor, the Promotion or any other person or entity. Entries that are postmarked by March 1, 2023 and received by April 15, 2023 will be eligible for the random drawing. Each mail-in envelope will count as 20 entries, provided that the mail-in entry complies with the above requirements.

Mail-in entries that are not in the format specified above, that are illegible, inaccurate, incomplete, or reproduced via photocopier or otherwise will be considered null and void. Proof of submission does not constitute proof of receipt. Not responsible for lost, late, illegible, mutilated, misdirected, postage-due entries or entries not received by the deadline. All material submitted becomes property of Sponsor and will not be returned. No correspondence will be acknowledged or entered into; requests for confirmation of receipt of mail-in entries will not be acknowledged.

**RANDOM DRAWING**: A random drawing will be conducted on or about **May 10, 2023** from among all eligible purchase and non-purchase mail-in entries received. The random drawing will be conducted by Monarch Hunting Products LLC whose decisions are final. Odds of winning will depend upon the number of eligible online purchase and mail-in entries received.

**WINNER NOTIFICATION AND VERIFICATION**: Prize award is subject to eligibility verification. Potential winner will be notified by email, mail, and/or phone by Monarch Hunting Products. Potential winner will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form and, if legally permissible, a

Publicity Release along with a copy of his/her valid driver's license (expired or suspended licenses are not considered valid); Canadian residents must also correctly answer a time limited mathematical skill question (without any assistance of any kind); U.S. residents will be required to complete and return a W-9 Tax form (collectively "Documents"). All required Documents must be returned within 3 days (including Saturdays, Sundays and Holidays) of attempted delivery of same. Failure to return properly completed Documents within the specified time, failure to respond to a notification within the time period stated or return of any prize/prize notification as undeliverable, will result in disqualification without further notice and an alternate may be selected. In the event a potential winner is deemed ineligible, fails to comply with the Official Rules or is unable to claim the prize as specified, the potential winner will be disqualified, and an alternate winner will be selected. Prize award is contingent on eligibility verification and potential winner completing and returning all required Documents. Only three (3) random drawings to select an alternate winner (if necessary) will be conducted, after which the applicable prize will remain unawarded. By accepting a prize, winner understands and agrees that they may be videotaped, recorded and/or photographed as part of a prize award ceremony. Rights to any prize ceremony video, audio and/or photo belong solely to the Sponsor and can be used in any media throughout the world in perpetuity and in any manner at Sponsor's sole discretion, without further review, notice, approval, consideration or compensation to the winner or any third party.

# PRIZE AND APPROXIMATE RETAIL VALUE (ARV). PRIZE VALUE STATED IN U.S. DOLLARS (USD)

One (1) Grand Prize – winner's choice of either (A) an MHP Prize Package, consisting of a 1994 Ford Ranger (vehicle and equipment valued at \$15,000) (collectively "Vehicle Prize" with a total ARV \$15,000) OR (B) \$5,000 ("Cash Prize"). (Total maximum value of a prize offered in this Giveaway is \$15,000).

Additional Vehicle Prize Disclosures - Winner must agree to pick up the Prize at a Sponsor-specified location in the United States within thirty (30) days of notification of availability from the Sponsor. Failure to take delivery within 30 days of availability could cause prize to be forfeited and awarded to an alternate. Winner must have a valid driver's license which permits operation of the prize vehicle in the winner's state/province/territory of residence and evidence of legally required insurance prior to taking delivery. Winner will be solely responsible for any applicable licensing, insurance, title and registration fees and any other expenses related to the acceptance and use of the Prize not specified herein, including but not limited to any costs incurred by winner relating to the acceptance, pickup/transport or use of any component of the Vehicle

Prize. If winner is a Canadian resident, winner will also be responsible for any/all required documentation and related costs associated with transporting Vehicle Prize from the U.S. into Canada. In the event winner is unable to take delivery of the prize. winner will be disqualified, and an alternate winner may be selected. Some components of the Prize may be preowned and will be awarded "AS IS" without warranty by Sponsor of any kind. Winner acknowledges that Sponsor has not made nor is in any manner responsible for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize offered in this Promotion, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Vehicle portion of the prize may not meet safety or emissions testing required in some states, provinces, and counties. Winner is responsible to check their state/province/county for any safety and emissions inspection requirements and must use vehicle in accordance with state/province/county regulations. Grand Prize winner bears all risk of loss, damage or theft to their prize after obtaining ownership and Sponsor will not replace it. Photographs of the Grand Prize in any media are for illustrative purposes only and may not be the actual model to be awarded. All details and restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion).

Prize consists of only the items specifically listed as part of the prize. The value of the prize is taxable as income; if the Grand Prize winner is a resident of the U.S., the winner will receive an IRS form 1099 for the value of the prize he/she chooses, as stated herein. Winner will be responsible for any applicable federal, state, and local taxes/duties and any other expenses related to the acceptance and use of the prize not specified herein. Sponsor reserves the right to substitute any portion of a prize with a prize of equal or greater value at its sole discretion. No substitution or transfer of prize by winner permitted. In no event will more than the stated number of prizes be awarded.

## **RELEASE**

Entrants/winner agree to release, discharge and hold harmless Released Parties and their respective successors and assigns from and against any claim or cause of action or liability (including but not limited to, personal injury, death or damage to or loss of property) arising out of participation in the Giveaway or acceptance/receipt/travel to and/or from prize pick up location/use or misuse of the prize, and agree to be bound by the Official Rules and the decisions of the Sponsor and/or Sponsor's representatives, which are final. Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winner's name and/or likeness for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor not responsible for

any typographical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the prize.

#### NOTICE

ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Released Parties are not responsible for faulty, incorrect, undeliverable or mistranscribed phone/e-mail/internet transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Promotion. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the Promotion if for any reason, the Giveaway is undermined by any event beyond the Sponsor's control, including but not limited to fire, flood, epidemic, labor dispute or strike, act of God or public enemy, or any force majeure event or if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/it's agencies, in their sole discretion. In the event of termination, a notice will be posted online and a drawing to award the Prize(s) will be conducted from among all eligible entries received prior to termination. The failure of the Released Parties to comply with any provision of these Official Rules due to an act of God, epidemic, act of public enemies or any act outside of the Sponsor's control/force majeure event will not be considered a breach of these Official Rules. In the event a dispute arises regarding the identity of the entrant, entry will be deemed made by the person whose name appears on the online order form or mail-in entry. Any damage made to the Website by an entrant will be the responsibility of the entrant and/or the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

# PLEASE READ: IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION

These Official Rules contain terms that govern how claims relating to this promotion will be resolved. For example, they include an arbitration agreement and waiver of a class action that require submitting Giveaway-related claims to an arbitrator (instead of going to court before a judge or jury). They also limit the ability to bring claims on behalf of other persons (that is, it prohibits bringing any class action or collective or representative proceeding). The official rules also limit the type of damages that can be recovered. Please read these terms carefully as they impact your legal rights and, by participating in the Giveaway, you are agreeing to the terms.

# CHOICE OF LAW/JURISDICTION AND DISPUTE RESOLUTION

This Giveaway is offered only in the 48 contiguous United States, the District of Columbia and Canada (excluding Quebec), and is governed by the laws of the State of Texas. By entering, entrants irrevocably consent to the dispute resolutions stated below as well as to the sole and exclusive jurisdiction of the courts of the State of Texas located in the county of Johnson for any action, suit or proceeding arising out of or relating to this Giveaway.

- a. Any dispute or claim between you, on the one hand, and Sponsor or Administrator, their parents, subsidiaries, affiliates, agents, employees, and assigns, on the other hand ("Claims") will be resolved exclusively by binding arbitration, rather than in court. There is no judge or jury in arbitration, and court review of an arbitration award is limited. Further, you will not have the right to participate as a representative or a member of a class of claimants. However, except as excluded in Section 9 (f), an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages).
- b. Claims include, without limitation, (1) Claims related to or arising out of any aspect of any relationship between you and Sponsor; or Administrator and (2) Claims relating to the construction, scope, applicability, or enforceability of this arbitration agreement. Claim has the broadest possible meaning and includes disputes based on contract, tort, consumer rights, fraud or other intentional torts, statutes, regulations, common law, or equity.

Notwithstanding the foregoing, "Claim" does not include an action solely to enjoin infringement or other misuse of intellectual property rights, which may be filed in court.

- c. You, Sponsor, and Administrator agree to provide written notice of any Claim and attempt in good faith to resolve the dispute before beginning an arbitration proceeding. Notice to Sponsor shall be sent to the Sponsor's address noted below. Notice to Administrator shall be sent to the attention of the Compliance Department at the address noted below. If the dispute cannot be resolved within 30 days of providing written notice, any party may initiate an arbitration.
- d. The arbitration will be administered by JAMS. The JAMS arbitration rules can be obtained at www.jamsadr.com or 1-800-352-5267. The arbitration will be decided by a single arbitrator selected in accordance with JAMS rules. The arbitrator will take reasonable steps to protect proprietary and confidential information. At your or Sponsor's request, the arbitrator will issue a reasoned written decision explaining the basis for the award.
- e. No class action, private attorney general, or other representative claims may be pursued in arbitration. Unless agreed in writing, claims of two or more people cannot be joined or consolidated in the same arbitration.
- f. An arbitration award is limited to actual damages. The arbitration award shall not include statutory damages, disgorgement of profits, lost profits, consequential damages, or punitive damages.

This Giveaway involves interstate commerce and these Official Rules, and any arbitration proceedings are governed by the Federal Arbitration Act. Any Claim or other dispute between the parties will be governed by these Official Rules and the laws of the state of Texas and applicable United States law, without giving effect to any conflict of laws principles that may provide for the application of the law of another jurisdiction.

## **PRIVACY**

Information collected from participants will only be used to administer the Giveaway and verify the winner.

### **WINNERS LIST**

The name of the Grand Prize Winner will be announced at www.deerfeeder.com on or about May 10, 2023, or after the Grand prize winner has been verified.

## **SPONSOR**

Monarch Hunting Products LLC, 1109 E Hwy 67, Alvarado, Tx 76009. Mail-In entries will be accepted at this address.