

## Orvis #orvisbeardies Giveaway

**How to Enter:** The Sweepstakes begins at 4:00:00 p.m. Eastern Daylight Time (“EDT”) on 2/8/19 and ends at 11:59:00 p.m. Eastern Daylight Time (“EDT”) 3/8/19 (“Promotion Period”). To enter, during the Promotional Period, you must (i) have a registered account for the Facebook application (“Facebook”) or the Instagram application (“Instagram”); and (ii) share the Team Orvis page from the Vermont Beardies website (<https://www.crowdrise.com/o/en/campaign/team-orvis>) as announced on the OrvisNews website <https://news.orvis.com/flyfishing/>, with the hashtag “#orvisbeardies” OR you can join Team Orvis the Vermont Beardies website (<https://www.crowdrise.com/o/en/campaign/team-orvis>) (collectively, an “Entry”).

Entries must be created solely by each entrant. Furthermore, entries must comply with Facebook's and Instagram's terms of use and these Official Rules. If you do not already have a Facebook or Instagram account, you may register for an account; it is free to join. An Entry that does not include all required information and adhere to the foregoing and following requirements will be considered void and will not be considered in the judging of this contest. Once submitted, Entries cannot be deleted, cancelled or modified.

All Contest entrants are only eligible to win one (1) prize during the entire Promotion Period. Any violation or attempt to violate this restriction may cause Sponsor to disqualify such person from the Contest. All entries must be received by March 8, 2019 at 11:59:00 p.m. Eastern Daylight Time (“EDT”). The limit on the number of entries is TWO (2), one using each method of entry. Sponsor's computer will be the official time clock for the Sweepstakes. Entries will be deemed to have been submitted by the registered account holder of the Facebook or Instagram account that submitted the Entry or the owner of the e-mail address from which the photo was submitted.

**Eligibility:** Open to legal residents of USA who are 18 or older. Void where prohibited or restricted by law. Sponsor and their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors and employees (collectively, the “Promotion Entities”), and members of their immediate families and/or persons living in the same household as such persons, are ineligible to enter the Sweepstakes or win a prize.

**Winner Selection:** The winner of the Sweepstakes will be selected by random number generator (via random.com) from among all entries received throughout the Promotion Period. The Sponsor's decisions are final. Odds of winning will vary depending on the number of eligible Entries received. Winner will be notified by direct message on Facebook or Instagram on or about 48 hours after the voting ends. Potential winner must accept a prize by email as directed by Sponsor within 48 hours of notification. Any winner notification not responded to or returned as undeliverable may result in prize forfeiture. The potential prize winner may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively “the Prize Claim Documents”). No substitution or transfer of a prize is permitted except by Sponsor.

### **Prizes:**

1 winner—chosen at random—will receive: 1 Orvis Helios 3 fly rod (approximate retail value or “ARV”: \*\*\$898)

1 winner—chosen at random —will receive: 1 Orvis Clearwater Large Arbor Reel (approximate retail value or “ARV”: \*\*\$98)

1 winner—chosen at random —will receive: 1 Orvis Bent Rod Covert Fly Patch Trucker (approximate retail value or “ARV”: \*\*\$29).

Only one prize package per person and per household will be awarded. Prizes cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Sponsor’s good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Sponsor makes no representation or warranty concerning the appearance, safety or performance of any prize awarded. Restrictions, conditions, and limitations may apply. Sponsor will not replace any lost or stolen prize items.

Prizes will only be awarded and/or delivered to addresses within USA. All federal, state and/or local taxes, fees, and surcharges are the sole responsibility of the prize winner. Failure to comply with the Official Rules will result in forfeiture of the prize.

Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the entrant. Any attempt by an entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void that entrant’s Entries and that entrant may be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All Entries must be posted by the end of the Promotion Period in order to participate. Sponsor’s database clock will be the official time keeper for this Sweepstakes.

**Privacy:** All entrants acknowledge that if they are chosen as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner’s list. All personal information submitted as part of the Sweepstakes may be shared by and between the Promotion Entities, and each of the Promotion Entities will use such information in accordance with their respective independent online privacy policies. The privacy policy of The Orvis Company can be found at <http://www.orvis.com/intro.aspx?subject=107>.

**Limitation of Liability:** Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of submissions in the Sweepstakes. Sponsor assumes no responsibility for any misdirected or lost mail, or any error, omission, interruption, deletion, defect, delay of operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to entrant’s or any other person’s computer related to or resulting from participating downloading materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus bugs, tampering, unauthorized

intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. In such event, Sponsor may, in its sole discretion, perform the random drawing from among all eligible Entries received prior to or after such cancellation, suspension, or modification.

In the event of a dispute concerning who registered online to participate in the Sweepstakes, the registration will be declared to have been made by the authorized account holder is defined as the natural person who is assigned to an email address by an internet provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the email address. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

**Winner's List:** To obtain a copy of any legally required winners list or a copy of the Official Rules, send the applicable request and a self-addressed, stamped, #10 envelope to The Orvis Company cc: Orvis 2019 #OrvisBeardies Giveaway at <http://www.orvis.com>. Request must be received no later than 48 + 6 MONTHS for the name of the winner and, by the end of the promotion, for a copy of the rules. Sponsor: The Sweepstakes is sponsored by The Orvis Company, <http://www.orvis.com>, [social@orvis.com](mailto:social@orvis.com)

**Facebook Disclaimer:** Entrants should understand that they are providing their information to the Sponsor and not to Facebook. This promotion is in no way sponsored, endorsed or administered by or associated with Facebook.