

## CONTEST RULES:

**How to Enter:** The Sweepstakes begins at 12:00:00 a.m. Eastern Daylight Time (“ET”) on 9/1/22 and ends at 11:59:59 p.m. Eastern Daylight Time (“ET”) 9/30/22 (“Promotion Period”). To enter, during the Promotional Period, you must (i) have a registered account for the Facebook application ("Facebook"); and (ii) upload/post at least one original photo to [facebook.com/orvisflyfishing](https://facebook.com/orvisflyfishing) (1) on the theme of "fly fishing for 20 days in September" as announced on the Orvis News website <http://news.orvis.com/flyfishing>, with the hashtags “#OrvisFlyFishing” and “#20SepDays” (collectively, an “Entry”); or (iii) have a registered account for the Instagram application ("Instagram"); and (iv) upload/post at least one original photo on the theme of "fly fishing for 20 days in September" as announced on the Orvis News website <http://news.orvis.com/flyfishing>, with the hashtags “#OrvisFlyFishing” and “#20SepDays” (collectively, an “Entry”).

Entries must be created solely by each entrant. Furthermore, entries must comply with Facebook'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 Contest Entry 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 September 30, 2022 at 11:59:00 p.m. Eastern Daylight Time (“ET”). There is no limit on the number of entries. 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.

### Contestant warrants and represents:

- a. he/she is the sole and exclusive creator and owner of the Entry, including all rights therein, and that the Entry has not won any previous awards or competitions;
- b. the Entry was created during the promotional time period;
- c. Contestant has the full and exclusive right, power and authority to submit the Entry and to grant Sponsor the rights to the Entry, including but not limited to the worldwide copyright;
- d. no part of the Entry has been published, or;
- e. no rights in the Entry have been previously granted to any person, firm, corporation, or other entity.

Sponsor reserves the right in their sole discretion to disqualify any Entry at any time in the event it is determined that the Entry is offensive, inappropriate, not in keeping with Sponsor’s images or if it is determined that the Contestant has not otherwise complied with these Official Rules. If

the Entry contains any material or elements that are not owned by the Contestant and/or which are subject to the rights of third parties, the Contestant is responsible for obtaining, prior to Entry of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any participant at any time. Sponsor reserves the right to disqualify any Entry for any reason, in its sole and absolute discretion.

**Prize Judging:** All eligible Entries received during the applicable Contest Entry Period will be judged by a select panel of Orvis employees who will determine a select group of finalists to be judged by fans via [news.orvis.com/flyfishing](https://news.orvis.com/flyfishing). The Orvis panel will judge entries based on the originality and creativity of the Entry which shall be determined at the judges' discretion and criteria ("Judging Criteria"). In the event of a tie, The Orvis Panel will determine the Winner from among such tied Entries based on the Judging Criteria. Sponsor reserves the right to not select a Winner and/or award a prize during the Contest Entry Period, in its sole discretion, if it does not receive a sufficient number of eligible and qualified Entries. Odds of winning depend on the number, nature and quality of eligible Entries received. Judges' and Sponsor's decisions are final and binding.

**Eligibility:** Open and offered only to legal residents of the 50 United States and District of Columbia who have reached the age of majority in their states as of the start of the Promotion Period. Employees and directors of The Orvis Company, Inc. ("Sponsor"), and its parent, subsidiaries and affiliated companies, advertising, promotion or production agencies, and their immediate family members or individuals residing in their same household (whether related or not), are not eligible to participate or win a prize. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of the judges, which shall be final.

**Winner Notification:** The Winner will be notified within forty-eight (48) hours after determination of the winner by e-mail, phone, mail, or Instagram, Twitter, or Facebook comment and may be required to execute and return an Affidavit of Eligibility and Liability/Publicity Release ("Affidavit/Release") as well as any other documents which may be required by Sponsor, all of which must be received fully-executed within seven (7) days of date printed on notification or he/she may be disqualified. Limit one prize per person/household. If winner is found to be ineligible or not in compliance with these Official Rules, such prize will be forfeited and will be awarded to the next alternate winner selected at the time of the drawing.

**Prizes & Odds of Winning:**

- (1) Orvis Helios 3 Fly Rod (ARV \$998)
- (1) Mirage LT Fly Reel (ARV \$898)
- (1) Orvis Pro Insulated Hoodie (ARV \$249)
- (2) Orvis Made-in-the-USA Nippers (ARV \$98)

No substitution, cash redemption or transfer of prize by winner permitted. No more than One (1) prize will be awarded per entrant. Taxes and any other item not listed above is the responsibility of the winner. The odds of winning depend on the number of eligible people who enter the contest.

**General Rules:**

- a.** Sponsor and its agencies are not responsible for entries that are lost, late, damaged, incomplete, or illegible for any reason whatsoever, or for any type of electronic failures or malfunctions that may limit a user's ability to participate in this Sweepstakes.
- b.** Sponsor and its agencies are not responsible for other hardware, software or technical errors of any kind, including any injury or damage to any person's computer, related to or resulting from participating in the Sweepstakes.
- c.** Sponsor reserves the right, in its sole discretion, to cancel or modify the Sweepstakes (or any portion thereof) if fraud, misconduct or any type of technical failure destroys the integrity of the Sweepstakes. If the Sweepstakes is so cancelled, random drawing may be conducted from among all eligible entries received prior to the time of termination, at the Sponsor's sole discretion.
- d.** Any damage made to the Web site will also be the responsibility of the authorized email account holder of the e-mail address submitted at the time of entry.
- e.** Sponsor reserves the right to disqualify any individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of these Official Rules. **WARNING:** Any attempt by an individual or group deliberately to damage any web site or undermine the legitimate operation of this Sweepstakes may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to prosecute violations, including by seeking damages from any such individual to the fullest extent of the law.
- f.** The Sweepstakes is subject to all applicable federal, state and local laws and regulations. By entering and participating in this Sweepstakes, entrants hereby waive and release, and agree to hold harmless the Sponsors, its parents, subsidiaries, affiliates, distributors, licensors, advertising and promotion agencies and all of their respective officers, directors, employees and representatives and agents, from and against, any and all rights, claims and causes of action whatsoever that they may have, or which may arise, against any of them for any liability for any matter, cause or thing whatsoever, including but not limited to any injury, loss, damage, whether direct, compensatory, incidental or consequential, to person, including death, and /or property, arising in whole or in part, directly or indirectly, from their acceptance, possession, use or misuse of any prizes or their participation in this Sweepstakes, or any prize-related activity.

- g.** By accepting a prize, winners agree that Sponsor and its affiliates may use the winner's name, address (city, state), photograph, statements, video, or other likeness, and/or prize information for advertising, publicity and promotional purposes. In addition, winner grants to Sponsors, and its affiliates any and all rights to said use without further notice and/or compensation, except where prohibited by law.
- h.** **Personal Information:** The personal information you provide will be used to administer this Sweepstakes, to notify the winners, and for promotional purposes in accordance with Sponsor's Privacy Policy, which can be found on this site at <http://www.orvis.com/intro.aspx?subject=107>. The information will not be shared with any third parties. The personal information you provide will be used to administer this Sweepstakes, to notify the winners, and for promotional purposes in accordance with Sponsor's Privacy Policy. The information will not be shared with any third parties.
- i.** **Sponsor:** The Orvis Company, 178 Conservation Way, Sunderland, VT, 05250

**Miscellaneous Conditions:** By participating in the Contest, contestants (i) agree to be bound by these Official Contest Period I Rules, including all eligibility requirements, (ii) agree to be bound by the decisions of Sponsor and judges, which are final and binding in all matters relating to the Contest, and (iii) represents and warrants that he/she will abide by and comply with Instagram's terms of use. Failure to comply with these Official Rules may result in disqualification from the Contest. Sponsor reserves the right to permanently disqualify any person it believes has intentionally violated these Official Rules and void all associated Entries and/or votes.

**Releases:** By entering the Contest, contestants agree to release and hold harmless Released Parties from all claims, liability or damage caused or claimed to be caused, in whole or in part, directly or indirectly, in connection with participation in this Contest, or acceptance or use of the prize, the substitution of a prize in accordance with these Official Rules, the administration of the Contest, the operation of the website or Released Parties' use of any of the rights granted herein. Released Parties assume no responsibility for the conduct of any contestant or voter or the responses of anyone appearing in any Entry. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook.