

Contest Rules and Terms of Use

THE DIGITAL OUTDOORSMAN (Digital Outdoorsman) entrants must send entries as required in the contest announcement in order to be eligible. Entries received after the deadline set forth in the contest announcement are ineligible, null, and void. DIGITAL OUTDOORSMAN will not be responsible for and will not consider incomplete or incorrect entries. DIGITAL OUTDOORSMAN is not responsible for entries that are sent but not received by DIGITAL OUTDOORSMAN for any reason.

The winner of the prize gives DIGITAL OUTDOORSMAN permission to use, free of charge, any received personal data, any photos or any contributions linked to the competition to be used in promotional activities relating to the competition and in relation to the announcement of the winner through all media, including radio, television and internet.

At the request of DIGITAL OUTDOORSMAN, the winner(s) of the prize will cooperate in promotional activities of DIGITAL OUTDOORSMAN to the extent that can be reasonably expected of them, including publicity regarding the announcements of the winner(s) across all media including radio, television and the Internet. For cooperating with these promotional activities no financial compensation will be paid.

2. All winners will be notified by the form/method of contact they provided to DIGITAL OUTDOORSMAN when they initially entered the contest. If contest was entered by filling out a form or by mail, winner will be emailed or called.

If the winner does not respond to the notification within: a) five (5) business days for contests entered via a form, email or mail, b) twenty four (24) hours for contests entered via social media, c) twenty four (24) hours for contests entered via text messaging, another winner will be chosen. Failure to respond within the time frames listed above shall mean that the provisional winner forfeits the prize.

3. Only one entry per person will be considered for contest entry unless the contest announcement specifically says that multiple entries are allowed.

4. All photos, drawings, text, and any other content or information (collectively and severally, "Materials") submitted by you to DIGITAL OUTDOORSMAN shall become the sole and exclusive property of DIGITAL OUTDOORSMAN, and DIGITAL OUTDOORSMAN shall have no obligation to preserve, return, or otherwise make available to you or others any Materials.

DIGITAL OUTDOORSMAN may use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish, and otherwise make use of Materials in any and all media, whether now known or hereinafter created—throughout the world and for any purpose—without compensation to you of any kind.

5. By submitting Materials to DIGITAL OUTDOORSMAN, you represent and warrant that the Materials do not infringe any copyright, trademark, property rights, rights of privacy or publicity of any person, or any other right of any third party and that you have the full and unrestricted right to transfer the Materials to DIGITAL OUTDOORSMAN free and clear of any claims or encumbrances.

6. You acknowledge and agree that DIGITAL OUTDOORSMAN shall have no obligation to post, display, or otherwise make publicly available any Materials submitted by you.

7. You acknowledge and agree that Materials submitted by you may be made available by DIGITAL OUTDOORSMAN for viewing, rating, reviewing, and commenting by the public. You acknowledge that comments or ratings that you disagree with or are unhappy about may be published or otherwise become associated with Materials that you submit to DIGITAL OUTDOORSMAN. By submitting Materials to DIGITAL OUTDOORSMAN, you waive any privacy expectations that you may have with respect to the Materials.

8. You agree to hold DIGITAL OUTDOORSMAN and its officers, directors, employees, agents, successors, and assigns harmless from and against—and hereby waive any right to pursue—any claims of any nature arising in connection with DIGITAL OUTDOORSMAN's use of the Materials submitted to DIGITAL OUTDOORSMAN and used in any manner in DIGITAL OUTDOORSMAN's sole and absolute discretion.

9. Contests involving evaluations of Materials submitted as part of the contest will be judged entirely in the sole and absolute discretion of DIGITAL OUTDOORSMAN. Decisions by DIGITAL OUTDOORSMAN are final.

10. All entrants and winners must be at least 18 years of age, unless otherwise stated or posted.

Provider is not liable for any withholdings and/or declaration of gambling taxes, except where specific conditions in the competitions state otherwise

11. Winners may not request substitutions of prize winnings. All winners are solely responsible for any and all taxes and/or fees as well as all additional costs that may be incurred.

The prize is personal and is registered in the name of the winner. The prize is not transferable, exchangeable or payable in cash or other products or services. In case of refusal or non-acceptance of the prize or conditions that are inherent to the competition, the prize will not be awarded. In that case, DIGITAL OUTDOORSMAN is entitled to choose another winner.

12. Neither DIGITAL OUTDOORSMAN nor its officers, directors, employees, agents, successors, or assigns shall be liable for any warranty, costs, damage, injury, or any other claims incurred as a result of the usage of a prize by any winner including but in no way limited to each and every aspect of the taking of a trip or tour as part of a contest prize. DIGITAL OUTDOORSMAN is not liable for any loss arising out of or in connection with any contest promoted by DIGITAL OUTDOORSMAN.

The prize is awarded in its current state. DIGITAL OUTDOORSMAN is not responsible for any visible or hidden defects in the prize nor for any damage during delivery (shipping) of the prize.

13. If the specified prize becomes unavailable for any reason, DIGITAL OUTDOORSMAN in its sole and absolute discretion may substitute a prize of like or equal value.

14. A contest is null and void in any jurisdiction where prohibited by law.

15. DIGITAL OUTDOORSMAN reserves the right in its sole and absolute discretion to terminate any contest at any time without prior notice.

16. DIGITAL OUTDOORSMAN reserves the right in its sole and absolute discretion to alter any contest rules at any time.

17. By entering a contest, you conclusively are deemed to have agreed to be bound by these contest rules and terms and conditions as well as by any rules specific to such contest. This is an irrevocable condition of entry.

18. The following criteria apply:

a. In contests in which winners are selected at random, the odds of winning depend upon the number of entries received and cannot be determined in advance.

b. In contests in which winners are selected based upon skill or accomplishments, winners will be chosen by DIGITAL OUTDOORSMAN on the merits of each entry, in DIGITAL OUTDOORSMAN's sole and absolute discretion.

c. In contests in which winners are selected on the basis of being the nth person to complete a stated action, the winner shall be that person provided that he or she validly completes the action, validity being determined by DIGITAL OUTDOORSMAN, in its sole and absolute discretion.

d. In contests and polls in which DIGITAL OUTDOORSMAN solicits votes by the public to help decide the winner, while the results of such polls may be a considered factor in determining the winner, the winner will ultimately be selected by DIGITAL OUTDOORSMAN in its sole and absolute discretion.

19. No purchase or payment of any consideration is necessary to enter the contest.

20. Except in the case of contests in which winners are selected as outlined in clause 18(c), each contest will state a deadline for entry and the date when the winner(s) will be announced. Winners of contests run in accordance with clause 18(c) will be announced the day the action is completed. A list of winner(s) may be obtained by sending a self-addressed, stamped (first-class postage) envelope to DIGITAL OUTDOORSMAN and requesting the list.

21. DIGITAL OUTDOORSMAN reserves the right to condition the award of prizes upon the execution by the winner(s) of a publicity release. Notwithstanding this reserved right, entry is conclusively deemed to be permission by the entrant to use the entrant's name (without compensation to the entrant) if the entrant is a winner to publicize the contest and otherwise, as determined by DIGITAL OUTDOORSMAN, unless prohibited by law.

22. DIGITAL OUTDOORSMAN reserves the right to require the winner to execute an affidavit of eligibility as a sworn document and provide other proof of eligibility as a condition of receipt of the prize or award.

23. SMS Contest Rules

FOR CONTESTS THAT PERMIT ENTRY VIA TEXT MESSAGE: NO PURCHASE OR USE OF WIRELESS SERVICE NECESSARY TO ENTER OR WIN. A PURCHASE OR

USE OF WIRELESS SERVICE WILL NOT INCREASE YOUR ODDS OF WINNING.
VOID WHERE PROHIBITED.

Standard text messaging rates apply. The text messaging method of entry is designed to work with most of the major wireless carriers in the United States, but DIGITAL OUTDOORSMAN makes no guarantee that any particular wireless service provider will participate, and the mobile phone that is used must be capable of sending and receiving text messages.

Participants should check their phone's features to see if they have that capability. Wireless service providers may charge participants for each text message, including any error message, that is sent and/or received in connection with the contest.

Participants should consult their wireless service provider's pricing plan for details. You may receive reply messages.

Participants are solely responsible for any wireless charges. Not all wireless carriers participate.

All entries must be received and recorded by the sweepstakes' stated end date DIGITAL OUTDOORSMAN's designated official judging organization's computer is the official time keeping device for this sweepstakes.

Limit one (1) entry per person/email address/mobile phone number, regardless of entry method.

Message and Data Rates May Apply.

Campaign / Service is compatible with most handsets.

Participation must be generated by account holder. Text STOP to cancel, Text HELP for help.

DIGITAL OUTDOORSMAN is in no way responsible for any problems or defects arising from the use of the Website and/or downloading any components whatsoever in relation to the competition.

DIGITAL OUTDOORSMAN has the right to disqualify participants if he believes that the participants are not acting in conformity with the General and/or specific Terms and Conditions Competitions or if the participant is otherwise fraudulently accessing the competition or unfairly influencing the course of the competition.

Any questions, complaints or comments about the competitions can be made in writing. Send them in a sufficiently stamped envelope to Ron Smith, 2081 Youngfield Street

Golden Co 80401. Please always include the name of the competition. DIGITAL OUTDOORSMAN will answer as soon as possible.

Excluded from participation are staff and relatives of DIGITAL OUTDOORSMAN (including its subsidiaries) and cohabiting partners or family of the aforementioned employees. As well as any participants/suppliers in respect of the particular competition (including advertising agencies, advertisers, sponsors or producers).

Terms of Use

Using our website to do anything other than access the links to this "Terms" page or accessing any page of our website other than our home page and this "Terms" page constitutes your consent to these terms of use and to our Privacy Policy. If you do not consent, do not use our website.

Your use of our website to do anything beyond simply accessing/viewing it (that is, uploading, downloading, commenting, etc.), constitutes not merely your consent, but also your electronic signature, meaning that you are contractually bound by these terms and by our Privacy Policy.

Our rules

These Terms of Use are our contract with you. We also have community rules, developed thanks to input from the DIGITAL OUTDOORSMAN community, that serve as rules for using DIGITAL OUTDOORSMAN publicly.

What You Cannot Do

If someone else might own the copyright to it, don't upload it. Don't upload gore, "hate speech" (i.e. demeaning race, gender, age, religious or sexual orientation, etc.), or material that is threatening, harassing, defamatory, or that encourages violence or crime. Don't upload illegal content such as child porn or nonconsensual ("revenge") porn. Don't hotlink to adult content or to file-sharing, gambling, torrent, warez, or DIGITAL OUTDOORSMAN rip-off sites. Don't impersonate someone else. Also, don't use DIGITAL OUTDOORSMAN to host image libraries you link to from elsewhere, content for your website, advertising, avatars, or anything else that turns us into your content delivery network. If you do – and we will be the judge – or if you do anything illegal, in addition to any other legal rights we may have, we will ban you along with the site you're hotlinking from, delete all your images and content, report you to the authorities if necessary, and prevent you from viewing any images and content hosted on DIGITAL OUTDOORSMAN.com.

What You Can Do

Please have fun and learn from this website. That's what DIGITAL OUTDOORSMAN is all about. If something isn't fun -- if you see anything on our site that shouldn't be there because it violates our policies, is illegal (e.g. revenge porn or child porn), or for some other reason, please let us know by emailing us at [abuse@DIGITAL OUTDOORSMAN.com](mailto:abuse@DIGITALOUTDOORSMAN.com).

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Intellectual Property

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You may use UGC for personal, non-commercial purposes.

You may use UGC for anything that qualifies as fair use under copyright law, for example journalism (news, comment, criticism, etc.), but please include an attribute ("DIGITAL OUTDOORSMAN" or "courtesy of DIGITAL OUTDOORSMAN") next to where it is displayed.

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Your use of UGC is at your own risk. DIGITAL OUTDOORSMAN MAKES NO WARRANTIES OF NON-INFRINGEMENT, and you will indemnify and hold DIGITAL OUTDOORSMAN harmless from any copyright infringement claims arising out of your use of the UGC. (See our general disclaimers below.)

You may not copy or use any portions of our site that are not UGC except within the limits of fair use.

NOTICES OF CLAIMED COPYRIGHT INFRINGEMENT (OR OTHER TYPES OF INFRINGEMENT)

If you see anything on our site that you believe infringes your copyright rights, you may notify our Digital Millennium Copyright Act ("DMCA") agent by sending the following information:

Identification of the copyrighted work or works claimed to have been infringed. **IMPORTANT:** you must have a registered copyright for the work, or at least have filed with the Copyright Office (<http://www.copyright.gov/eco/>) an application to register a copyright for the work. DMCA notifications based on unregistered works are not valid.

Identification of the material on our servers that is claimed to be infringing and that is to be removed, including the URL or other information to enable us to locate the material.

A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by you as copyright owner, or by your agent, or by law.

A statement that the information in your notice is accurate, and under penalty of perjury, that you are the owner (or authorized to act on behalf of the owner) of the exclusive copyright right that is allegedly being infringed.

Your physical or electronic signature, or of someone authorized to act on your behalf.

Instructions on how we may contact you: preferably email, but also address and phone.

Because a DMCA takedown notice, to be valid, must be based on a work for which the copyright is registered with the Copyright Office (or for which registration has been applied for), and because a high percentage of DMCA takedown notices are not valid. It will speed our investigation of your DMCA notice if you attach to it a copy of your copyright registration, or registration application, for the work.

Our agent to receive such notifications of claimed infringement is James Moss.

Email: abuse@DIGITAL_OUTDOORSMAN.com

Mailing Address:

DIGITAL OUTDOORSMAN
2081 Youngfield Street
Golden Co 80401

Use the same procedure for any claimed trademark violations or other infringements. If we receive a DMCA takedown demand for material you posted that we believe constitutes fair use, we will attempt to notify you if we have your contact info; otherwise we are under no obligation to notify you regarding the removal. We reserve the right to refuse to remove any material that in our view constitutes fair use. If we identify you as a "repeat infringer," we will block or remove your images and content and terminate any accounts you have with us. (If we notify you of a DMCA removal and you respond with a legitimate counter-notice, that won't count toward being a repeat infringer.) Keep in mind that we reserve the right to remove any content at any time whether or not it infringes or violates any of our policies.

Use of Trademark

Any uses of our name, trademarks, and logos must follow our Trademark Use Policy.

Disclaimer of Warranties, Limitations of Remedies, Indemnity

Although of course we strive to make DIGITAL OUTDOORSMAN as dependable as possible, DIGITAL OUTDOORSMAN's services are provided on an AS IS – WITH ALL FAULTS basis. Your use of our service is entirely at your own risk. We do not guarantee the availability of our service at any given time, or the reliability of our service when it is running. We do not guarantee the integrity of, or the continued availability of, files on our servers. Whether we make backups, and if so, whether restoration of those backups will

be available to you, is at our discretion. DIGITAL OUTDOORSMAN DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF FITNESS AND MERCHANTABILITY. NOTWITHSTANDING ANYTHING ELSE STATED IN THESE TERMS, AND IRRESPECTIVE OF WHETHER DIGITAL OUTDOORSMAN TAKES OR DOES NOT TAKE MEASURES TO REMOVE INAPPROPRIATE OR HARMFUL CONTENT FROM ITS SITE, DIGITAL OUTDOORSMAN HAS NO DUTY TO MONITOR ANY CONTENT ON ITS SITE. DIGITAL OUTDOORSMAN DOES NOT ASSUME RESPONSIBILITY FOR THE ACCURACY, APPROPRIATENESS, OR HARMLESSNESS OF ANY CONTENT APPEARING ON DIGITAL OUTDOORSMAN.COM THAT IS NOT PRODUCED BY DIGITAL OUTDOORSMAN, INCLUDING BUT NOT LIMITED TO USER CONTENT, ADVERTISING CONTENT, OR OTHERWISE.

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YOU WILL INDEMNIFY AND HOLD DIGITAL OUTDOORSMAN AND ALL OF ITS PERSONNEL HARMLESS FROM ALL LOSS, LIABILITY, CLAIMS, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEY FEES, ARISING OUT OF OR RELATED TO YOUR VIOLATION OF THESE TERMS, YOUR INFRINGEMENT OF ANY THIRD PARTY'S RIGHTS, AND ANY HARM CAUSED TO ANY THIRD PARTY AS A RESULT OF YOUR UPLOADING OF FILES, COMMENTS, OR ANYTHING ELSE TO OUR SERVERS.

Miscellaneous

"DIGITAL OUTDOORSMAN" refers to the DIGITAL OUTDOORSMAN and its successors and assigns. "You" refers to any person who has consented to these terms or has become contractually bound to them, whether such person is identified or not at the time. These terms are governed by Colorado law, excluding its conflicts of law principles, and if there is a lawsuit between you and DIGITAL OUTDOORSMAN, jurisdiction and venue will lie exclusively in the State where the defendant is located, if within the United States, or in Santa Clara County, Colorado otherwise. If any part of these terms is invalid, the remaining provisions will be unaffected. These Terms of Use constitute the entire agreement among the parties relating to this subject matter, and they will continue to govern any issues that arise out of your use of DIGITAL OUTDOORSMAN's services even after you discontinue using them. We may revise these terms from time to time without notice. Whenever we do so, we will so indicate by changing the version date at the top. Any changes apply as of the time they are posted. DIGITAL OUTDOORSMAN is not meant for use by children under age 13; if your child is younger than 13 please only allow him or her to use it only under your supervision.

Parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors.