

## Dead Down Wind Archery Dream Hunt Rules

**THE FOLLOWING SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT IN THE UNITED STATES AT THE TIME OF ENTRY.**

**1. Eligibility: NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.** The Register to WIN with Dead Down Wind Dream Hunt is open to legal residents of the 50 United States and the District of Columbia, 18 years of age or older at the time of entry. Employees, officers and directors (and their immediate families [spouse, children, parents, siblings] and those living in their same households [whether or not related]) of Dead Down Wind LLC ("Sponsor"), and any of their parent, shareholders, officers, directors, agents, members and assigns, retail locations, suppliers, distributors, subsidiary, and affiliated companies, advertising, promotion, or production agencies and web masters/suppliers (collectively, hereinafter, the "Released Parties") are not eligible to participate. By participating, entrants agree to these Official Rules. All entries become property of Sponsor and will not be returned. Void where prohibited.

**2. Promotional Period:** Sweepstakes begins at 12:01:01 a.m. Eastern Time ("ET") June 20, 2010 and ends at 11:59:59 p.m. ET on February 15, 2011 ("Promotional Period"). Entries must be received and recorded by the Sponsor during the Promotional Period. The computer of the Sponsor is the official clock for this sweepstakes.

**3. Two Ways to Enter:** During the Promotional Period, (a) **Website:** Visit [www.deaddownwind.com](http://www.deaddownwind.com) (the "Website"), go to the registration form, fully and accurately complete the online registration form including your name, address, city, state, zip code, daytime phone number, and email address and click "submit," or (b) **At any Dead Down Wind Event:** Visit a participating retail location and access the Website via display areas in the store. Complete the online registration as directed in (a) above. Limit one online entry per person/email address/per day. Electronically, digitally, or mechanically reproduced entries will be disqualified. All entry information becomes the property of the Sponsor. Sponsor reserves the right to verify all entries. All online entries must be received by 11:59:59 PM ET, February 15, 2011 to be eligible for the random drawing.

**4. Drawing:** Winners will be selected in a random drawing to be held, on or about February 20, 2011, from among all eligible entries received during the Promotional Period by an independent judging agency, whose decisions are final and binding in all matters relating to this Sweepstakes. Winners will be notified by mail/email, overnight mail and/or phone on or about March 1st, 2011. Sponsor is not responsible for changes to entrants mailing address, email and/or telephone number.

**5. Prizes/Odds: Grand Prize (1):** Grand Prize includes a 4 day / 3 night trip for winner. Trip includes: Game licenses, lodging, meals in camp, guide fees and all Dead Down Wind products used during the hunt. Round-trip coach air transportation from a major airport nearest winner's home to Omaha or North Platte Nebraska. Standard lodging for four (4) nights; ground transfers to/from the airport and hotel are arranged; Total Approximate Retail Value of Grand Prize ("ARV"): \$6,000.00. All travel arrangements must be made by travel agent designated by Sponsor and all travel must be completed during the designated hunt period without exception. If winner is unable or unwilling to travel on the dates specified, Grand Prize may be forfeited and awarded to an alternate winner via random drawing. Travel and hunt dates are October 26<sup>th</sup> – October 30<sup>th</sup> 2011. Selection of airline, hotel, transportation and tour services are solely within Sponsor's discretion. If Grand Prize winner is a minor in his/her state of residence, the travel guest must be winner's parent or legal guardian. The travel guest expenses are not covered by the Sponsor. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize related events) by minor's parent or legal guardian. Grand Prize winner and travel guests must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license or form of identification) required for travel. **First Prizes:** one (1) Dead Down Wind Hunters Kit AVR \$ 100.00 each. **Second Prizes (3):** one

Dead Down Wind Value Pack AVR \$ 50.00. **Third Prizes (5):** one (1) Dead Down Wind 3 Step 2020N AVR \$ 29.00 each. All federal, state and local taxes, and all other expenses not specifically listed as part of prize, are the responsibility of the Winner. Prize details and availability are subject to change, in which case a prize of equal or greater value may be substituted at Sponsor's sole discretion. Prize is non-transferable, with no cash redemptions or substitutions except at Sponsor's sole discretion. Total ARV of all prizes is \$7,000.00. Limit one (1) prize per person/household. Odds of winning based upon number of eligible entries received. Unclaimed prizes will not be awarded.

**Terms and Conditions Applicable to Prizes:** Dead Down Wind Gift Cards subject to terms and conditions and limitations applicable to gift cards as stated on the card. Winners of Dead Down Wind Products will be contacted by phone and given a choice of products they receive. Merchandise prizes are provided "as is" and without any warranty of any kind. Travel prizes are subject to terms & conditions of travel service providers. Certain restrictions and black-out dates may apply. The ARV of the Grand Prize is subject to fluctuations in airfare and the value may vary depending on the location of the departure city. Any difference in the stated ARV and the actual value of any prize will not be awarded. If any scheduled event listed herein as a prize or a portion of a prize does not take place for any reason, including but not limited to cancellation, postponement, weather, acts of God, or other forces beyond the reasonable control of the Sponsor, the prize or relevant portion thereof will not be awarded. All other expenses not specified herein, including flight insurance, travel insurance, meals and personal expenses are the sole responsibility of the prize recipient. All details of prize components will be determined by Sponsor.

**6. General Conditions:** Participants agree (a) that Sponsor, Released Parties and all of their respective officers, directors, employees, representatives and agents are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Sweepstakes or any Sweepstakes related activities and/or travel; (b) under no circumstances will participants be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. BY ACCEPTING GRAND PRIZE, WINNER ACCEPTS THE INHERENTLY DANGEROUS NATURE AND RISK IN THE HUNTING PERIOD, INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH. Except where legally prohibited, winners grant (and agree to confirm that grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/her name, picture, likeness, voice, biographical information and statements, at any time or times, for advertising, trade, publicity and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review or approval. Grand and First Prize winners will be required to complete, sign and return an Affidavit of Eligibility and a Liability Release within ten (10) days of receipt of notification. Grand Prize winner and all travel guests must sign and return a travel release before any ticketing of travel occurs. Prizes won by minors in their state of residence will be awarded to a parent or legal guardian who must sign and return all required documents. If documents are not returned timely, or if the prize notification or prize is returned as non-deliverable, or if a winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize will be forfeited and an alternate winner selected. The entry information provided is subject to the Privacy Policy on the above stated Web site. To read that Policy, access the Web site and then access the Privacy Policy <http://www.deaddownwind.com/privacy>.

**7. Limitations of Liability:** Neither Released Parties nor their agencies are responsible for lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered entries or email; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Web site, telephone or other connections,

availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry or other information or the failure to capture, or loss of, any such information. Neither Released Parties nor their agencies are responsible for any incorrect or inaccurate information, whether caused by Web site users, or by any equipment or programming associated with or utilized in this Sweepstakes; and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Web site. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with entry process or operation of Sweepstakes or Website, to be acting in violation of the terms of the Website or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Released Parties are not responsible for injury or damage to participant, participants' computer or any other person's computer related to or resulting from participating in this Sweepstakes or downloading or copying materials from or use of Website. If, for any reason, Sweepstakes, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Sweepstakes, and randomly determine winner from eligible entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. If such malfunction, error, disruption or damage occurs, and impairs the administration, security, fairness, integrity or proper play of the Sweepstakes, Sponsor may, in its sole discretion, suspend or terminate the Sweepstakes by posting a notice on [www.deaddownwind.com](http://www.deaddownwind.com). In case of dispute, authorized subscriber of e-mail account used to enter at actual time of entry will be deemed to be the participant, and must comply with these Official Rules. The authorized account subscriber is deemed to be natural person who is assigned an e-mail address by an Internet Access Provider, on-line service provider, or other organization that is responsible for assigning e-mail addresses.

In no event will Released Parties, their respective parents, affiliates, subsidiaries and related companies, their advertising or promotion agencies or ALL OF their respective officers, directors, employees, representatives and agents be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of YOUR access to and use of the website or downloading from and/or printing material downloaded from said website. Without limiting the foregoing, everything on this website is provided "as is" without warranty of any kind, either express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow limitations of exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

**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 SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MISSOURI. WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. BY ENTERING, ENTRANTS CONSENT TO THE JURISDICTION AND VENUE OF THE FEDERAL, STATE AND LOCAL COURTS LOCATED IN CLAY COUNTY, MISSOURI.**

**8. Winners List:** For the names of the prize winners, write your name and complete address on a 3"x5" card and mail in a first-class stamped envelope to: Register to WIN with Dead Down Wind Sweepstakes-Winner's List Request, 7009 Stewart Road, Pleasant Valley, MO 64068. Requests must be received by April 29, 2010.

**Sponsor:** Dead Down Wind LLC, Pleasant Valley, MO 64068