

**THE TROUT UNLIMITED 2019 GREAT GEAR GIVEAWAY**  
**Official Rules**

**NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**

**A PURCHASE OR DONATION WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**THE TROUT UNLIMITED 2019 GREAT GEAR GIVEAWAY (“SWEEPSTAKES”) BEGINS AT 9:00 AM EASTERN TIME (“ET”) ON 8/20/19 & ENDS AT 11:59 PM ET ON 10/15/19 (“Entry Period”).**

**ELIGIBILITY:** Open only to legal residents of the 50 United States & the District of Columbia age 18 years of age or older (or at least the age of majority as legally mandated by the entrant’s jurisdiction of residence if greater than 18) at time of entry. Subject to all applicable federal & state & local laws & regulations. Void where prohibited by law. Employees & their immediate families (parents, children, spouse, siblings) of Trout Unlimited (“the Sponsor”), its advertising & promotion agencies, their respective parent companies, affiliates, subsidiaries, sales representatives &/or distributors, & their immediate families, and those living in the same household (whether related or not) are not eligible to enter.

**HOW TO ENTER:** There are three (3) methods of entry. **Method #1:** Complete & return the official Entry Form per instructions provided elsewhere in the personalized direct mail offer you received, including returning as many sweepstakes tickets as you wish (up to the maximum available, which you have fully separated prior to enclosing) with or without a donation (“personalized mail-in entry”). **Method #2:** To enter online & make a donation (“online entry”), visit [www.TU.org/2019Sweeps](http://www.TU.org/2019Sweeps) or the URL indicated & follow all online entry instructions to enter the sweepstakes, including indicating how many sweepstakes entries you wish to submit. Online entries must be received between 9:00 AM Eastern Time (“ET”) on 8/20/19 & 11:59 PM ET on 10/15/19. All online entry notices posted at website apply, including but not limited to the Sponsor’s Privacy Policy, Online entries are deemed to be made by authorized account holder of the e-mail address submitted at time of entry. **Method #3:** To enter by mail with or without making a donation (“mail-in entry”) visit [www.TU.org/2019Sweeps](http://www.TU.org/2019Sweeps) or the URL indicated & follow all entry instructions including printing sweepstakes entries, hand-printing all information requested on the sweepstakes ticket(s), completely separating them & enclosing in a #10 envelope & mailing via First Class U.S. Mail to: The Trout Unlimited 2019 Great Gear Giveaway Sweepstakes Entry, P.O. Box 7400, Woolly Bugger, WV 25438-7400. **For Entry Methods #2 & #3: Sweepstakes entries that are not completely separated from each other WILL NOT BE ELIGIBLE.** Ensure that your name & correct entry information appear on every sweepstakes ticket you return. Entries must be postmarked by 10/15/19 & received by 10/22/19. **For all entry methods:** Use of any automated program to enter will result in disqualification. Sponsor is not responsible for late, lost, stolen, damaged, garbled, incomplete, illegible, misdirected or postage due mail/entries. Sponsor will not assume responsibility for any third party’s failure to act in accordance with its instructions pertaining to Sweepstakes implementation. No mechanical reproductions of entries accepted. All entries become Sponsor’s property & will not be returned or acknowledged. **Limit: Thirty-two (32) entries per person regardless of method of entry.**

**CONSUMER DISCLOSURES:** No purchase or donation of any kind necessary to enter or win. You have not yet won. Begins 8/20/19; ends 10/15/19 (“Entry Period”). 60 prizes will be awarded. Prizes & their Verifiable Retail Values (“VRV”):

**One (1) Grand Prize:** Winner’s choice of a Flycraft 3 Man Boat Prize Package consisting of: A Flycraft three-man inflatable boat, fully-loaded to the Sponsor’s specifications (“Boat”); two (2) Orvis H3D 9’ 6-Weight 4-Piece Fly Rods; two (2) Orvis Mirage® LT III Fly Reels; two (2) Orvis PRO Trout Textured WF6F Fly Line; one (1) Yeti Hopper Flip 8; one (1) Yeti Tundra Haul Cooler; two (2) Yeti Rambler® 20oz Mugs; & two (2) TU Life Memberships that the winner can allocate as wished (VRV: \$12,161.96) (collectively,

“Grand Prize Choice A”) **OR** \$2,500 cash, payable as a corporate check to winner within thirty (30) days of choice verification, entirely in lieu of Prize Choice A (Retail Value: \$2,500), (collectively, “Grand Prize Choice B”). Grand Prize winner will be offered Prize Choices at time of Grand Prize winner verification.

**Four (4) First Prizes:** An Orvis H3D 9’ 6-Weight 4-Piece Fly Rod with Mirage® LT III Reel & PRO Trout Textured Fly Line (VRV: \$1,476.00 each prize)

**Five (5) Second Prizes:** Yeti Prize Package including: Yeti Tundra Haul Cooler, Yeti Hopper Flip 8, & Pair of TU-Edition Yeti Ramblers® (VRV: \$659.96 each prize).

**Fifty (50) Third Prizes:** Winner’s choice of one (1) of ten (10) Orvis Clearwater® Fly Rods as offered by the Sponsor (VRV: \$198.00 each prize). Maximum value of all prizes: \$31,265.76.

Odds of winning depend on the total number of eligible entries received, estimated at 1:130,000 for the Grand Prize; 1:32,500 for a First Prize; 1:26,000 for a Second Prize; & 1:2,600 for a Third Prize.  
**SPONSOR:** Trout Unlimited, 1777 N. Kent Street, Suite 100, Arlington, VA 22209.

**WINNER SELECTION & NOTIFICATION:** Winners will be selected in a random drawing on or about 10/29/19 from all eligible entries received during the Entry Period. Random drawing will be conducted by an independent judging organization (“judges”) whose decisions are final & binding in all respects. Potential winners will be notified via email, overnight mail &/or carrier within approximately two (2) weeks after random drawing. In order to receive a prize, potential winners may be required to complete an Affidavit of Eligibility & Release of Liability which must be signed, notarized & returned within 14 days of date printed on notification or the potential winner will be disqualified & an alternate winner will be determined. If a potential winner fails to respond within 14 days, or if notification is returned as undeliverable, that potential winner will be disqualified & an alternate will be determined. All prizes will be awarded within approximately 30 days of winner verification, except in cases of delay of availability. Sponsor is not responsible for such delays. All federal, state, local & other taxes, costs & expenses relating to the use, acceptance & possession of any prize are the sole responsibility of winners. Prizes are non-transferable & no substitution or cash equivalent is allowed. Sponsor reserves the right to substitute a prize for one of equal or greater value in its sole discretion. Winners of prizes valued at \$600 or more will be required to provide Social Security number to Sponsor or Sponsor’s representative for tax reporting purposes before prizes are delivered. An IRS 1099 Form will be prepared & filed in the name of each winner of a prize valued at \$600 or more for the actual retail value of the prize. State & local laws, restrictions & regulations may limit or prohibit the sale, prize distribution, carry or use of certain prizes. The mention of the prizes or any other product or service in any advertisement or text does not mean the products or services have been tested, endorsed or approved by Sponsor. Winners acknowledge the Released Parties (as defined herein) do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of any prize, except that prizes will be subject to the corresponding manufacturer’s stated warranty, if any. Limit: One prize per person or household.

The following applies to Grand Prize Choice A, if selected by winner: Winner must have a valid U.S. driver’s license &/or boating license if required in Grand Prize winner’s locality before Boat prize is awarded. Boat will be delivered to winner’s residence as indicated on Sweepstakes entry. Winner is responsible for any & all other unspecified costs associated with claiming, transporting &/or using Grand Prize Choice A, including federal, state & local income & sales taxes, insurance, licensing, registration & title fees, any options not included. Prize details are at Sponsor’s sole discretion.

**GENERAL:** By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the

judges, which are final and binding in all matters relating to the Sweepstakes. Except where prohibited by law, entry and acceptance of prize constitute permission to use each winner's name, photograph, hometown, likeness, and prize won (all at Sponsor's discretion) for future advertising, publicity in any and all media now or hereafter devised throughout the world in perpetuity, without additional compensation, notification, release, or permission. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of any prize or for any suspension of the Sweepstakes or inability to implement the Sweepstakes or award the prizes as contemplated herein due to any event beyond its control, including delays or interruptions caused by acts of God, acts of war, natural disasters, weather, utility outages, acts of terrorism or any federal, state, or local government law, order, or regulation, order of any court or regulator. Sponsor reserves the right to take action to: (i) permanently disqualify from any sweepstakes it sponsors any person it believes has intentionally violated these official rules; (ii) suspend entries if the Sweepstakes becomes unfairly impaired in any way and to select winners from among all eligible entries received prior to such action. This Sweepstakes shall be governed by and interpreted under the laws of the State of New York, U.S.A. without regard to its conflicts of laws provisions. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action. ANY CLAIMS, JUDGMENTS and/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES. ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT and WHETHER BASED ON NEGLIGENCE OR OTHERWISE. LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL and CIVIL LAWS and SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES and DILIGENTLY PURSUE ALL REMEDIES and CRIMINAL PROSECUTION AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**RELEASE:** Entrants on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns ("Releasing Parties"), release, defend and hold harmless Sponsor, any entity involved in the fulfillment of the prizes or the administration of the Sweepstakes, and their respective employees, officers, directors and agents of each ("Released Parties"), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in any way arise out of or result from entrant's participation, acceptance and use or misuse of any prize, including property damage, personal injury or death.

**PRIVACY:** By entering, you may be contacted by the Sponsor with future promotional offers. Information provided by you to participate in this Sweepstakes is subject to Sponsor's privacy policy, located at <http://www.tu.org/privacy-policy>.

**WINNERS LIST:** For a copy of the winners list (available after 12/31/19), send a self-addressed, stamped envelope by 12/31/19 to: The Trout Unlimited 2019 Great Gear Giveaway Winners List, P.O. Box 7400, Woolly Bugger, WV 25438-7400, visit [www.TU.org](http://www.TU.org) or email [trout@tu.org](mailto:trout@tu.org) after 12/31/19.

**OPT-OUT:** To opt-out of Sponsor's future sweepstakes mailings, send your request to: Trout Unlimited, P.O. Box 7400, Woolly Bugger, WV 25438-7400 or email [trout@tu.org](mailto:trout@tu.org), Attn: Opt-out.

## **NOTICE TO ONLINE ENTRANTS**

In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the "Authorized Account Holder" of the email address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Sponsor is not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the independent judging organization, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw the online method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes), and to select winners from among all eligible entries received prior to withdrawal.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER WITH OR VANDALIZE THIS WEBSITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AND CRIMINAL PROSECUTION AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.