NAPIER OUTDOORS' GAME DAY GIVEAWAY INSTAGRAM CONTEST 2023 OFFICIAL RULES & REGULATIONS

- 1. NAPIER OUTDOORS' GAME DAY GIVEAWAY (the "Contest") is in no way sponsored, endorsed or administered by, or associated with Instagram. Instagram & parent company Meta are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to Napier Outdoors and not Instagram or other contest sponsors. You may only use your o ne (1) personal Instagram account (the "Account") to participate in this Contest. To enter the Contest, you will need to sign up for an Account if you don't already have one. Signing up for an Account is free. To sign up for an Account, visit www.instagram.com and follow the onscreen instructions.
- 2. The contest sponsors are Napier Outdoors, Hitchfire, Zippo & WUDN (hereinafer referred to as the "Contest Sponsors").
- There will be one (1) contest occasion for the Contest. The contest occasion starts at 1:00 pm ET on Tuesday September 12, 2023 and closes on Monday October 2nd, 2023 at 11:59 pm ET (the "Contest Period"). No purchase necessary. Void where prohibited.
- 4. TO ENTER the contest, go to www.instagram.com/napieroutdoors (hereafter the "Website") and 'like' our page. Napier Outdoors will post the GAME DAY GIVEAWAY image with instructions on how to enter. "Comment" on the post tagging a friend and telling us who your favourite sports team is, and "like" all of the contest sponsors' Instagram pages, as indicated on the Instagram post to instantly be entered to win the prize (described below). You will obtain one entry into the draw for following the directions. No entry limit during the Contest Period, but each entry must tag a different person and mention a different answer to the question.
- 5. ELIGIBLITY: To enter and to be eligible to win, entrant must be a legal resident of United States or Canada and be eighteen (18) years of age or older. Employees and their parents, siblings and children, and persons domiciled with an employee of the Contest Sponsors, its agents, parent, affiliated or related companies, subsidiaries, divisions, prize sponsors, promotional and advertising agencies and administrators, are ineligible to enter.
- 6. **PRIZES:** There is one (1) grand prize available to be won, valued at a minimum of \$1300 USD. Grand prize consists of:

a. Napier Game Day Camp Out Bundle:

- i. (1) Sportz truck tent or Sportz Cove (winner's choice)
- ii. (2) Napier "everyday camp chairs"
- iii. (1) Sportz air mattress
- iv. (1) Napier duffel bag
- b. Hitchfire (1) Forge 20 20k BTU Hitch Mounted Propane Gas Grill
- c. Zippo
 - i. (1) Fire Fast Torch
 - ii. (1) FireFast Bellows
 - iii. (1) Tinder Shreds
 - iv. (1) Flex Neck XL utility Lighter
 - v. (1) Green HeatBank 9s
 - vi. (1) Black HeatBank 9s Plus
- d. WUDN (1) 6oz wooden flask

- 7. Prizes must be accepted as awarded. Prizes may not be sold, transferred and are not convertible to cash. Contest Sponsors reserve the right to substitute a Prize in whole or in part in the event that all or any component of the Prize is unavailable. Prize will be shipped by each Contest Sponsor, directly to the winner, at no additional cost.
- 8. **DRAW:** On Thursday October 3, 2023, at approximately 9:30 a.m. ET a random draw for the Prize will take place at the Napier Outdoors St. Catharines office from among all eligible entries received during the Contest Period. The first entry drawn will be eligible to win the Prize. The odds of winning the Prize will depend on the number of eligible entries received during the Contest Period. Napier Outdoors acting reasonably, will attempt to contact the potential Prize winner via Instagram messages & a tag on the original post to notify the potential winner that he or she may have won the Prize within two (2) business days after the draw. In the event that the potential winner cannot be contacted within 2 business days after the draw, he or she will be disqualified and an alternate potential winner may be drawn at the Contest Sponsor's sole discretion.
- 9. Proof of identification must be provided upon request. In order to be declared a winner, potential winner must first correctly answer, unaided, a time limited mathematical skill testing question administered by the Contest Sponsor. Before being awarded the Prize, the potential winner will be required to sign and return within the time limit stipulated by the Contest Sponsor, a full release and indemnity form stating that, among other things from any and all liability of any kind arising out of the potential winner's participation in this Contest and receipt and use of the Prize. In the event that a potential winner does not comply with all the provisions as contemplated in these Rules, Contest Sponsor shall have the right to disqualify the potential winner and the Contest Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. The provisions and procedures referred to above relating to selection and notification of a potential winner, shall be applied, with the necessary amendments, until all qualified winners have been duly selected.
- 10. By entering this Contest the entrants and participants automatically agree to accept and abide by these Rules. All decisions of the Contest Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of entries, are final and binding on all entrants in all manners as they relate to this Contest.
- 11. All entries become property of Contest Sponsor who assumes no responsibility for garbled, lost, late, delayed, destroyed or misdirected entries, mail, voice messages, e-mail or any computer errors or malfunctions. No correspondence will be entered into except with entrants requesting Rules by mail or requesting the names of the Prize winners (for which a self-addressed, postage paid envelope must be included). Contest Sponsor does not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, seeding or printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer li ne or network, computer equipment, software or any combination thereof. Entry materials or data that have been tampered with or altered are void. If for any reason, in the opinion of the Contest Sponsor, in its sole discretion, the Contest is not capable of running as originally planned, or if the administration, security, fairness, integrity or the proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control, Contest Sponsor reserves its right to cancel, terminate, modify, amend, extend or suspend the Contest, and select a winner from previously received eligible entries. Contest Sponsor reserves its right to modify the Rules without materially affecting the terms and conditions hereof. The Contest Sponsor reserves its right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Rules or otherwise in a disruptive manner. Any attempts to deliberately damage the Contest web site or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made the Contest Sponsor reserves its right to seek remedies and damages to the fullest extent of the law. Contest Sponsor shall not be held responsible for any errors or negligence that may arise or occur in connection with the

Contest including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of their participation in this Contest or from downloading any material from the Contest website.

- 12. Contest is subject to all applicable federal, provincial and municipal laws and regulations. By entering this Contest each entrant consents to the collection, use and distribution of his or her personal information (information that identifies an entrant as an individual, such as home telephone number, age and home address) by the Contest Sponsors for the purposes of implementing, administering and fulfilling this Contest. Contest Sponsors will not sell or transmit this information to third parties except for the purposes of administering this Contest. By entering the Contest, entrants consent to the manner of collection, use and disclosure of personal information as set out in Napier Outdoor's Privacy Policy, which is available at https:// napieroutdoors.com/us/privacy-policy-2/. Any inquiry concerning the personal information held by the Contest Sponsors should be addressed to Napier Outdoors 22 Export Avenue St. Catharines, ON Canada.
- 13. In the event of any discrepancy or inconsistency between the terms and conditions of the Rules and disclosures or other statements contained in any Contest related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Rules shall prevail, govern and control.
- 14. All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Contest Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.