

## **OFFICIAL GAMER GIVEAWAY DAYS CONTEST RULES**

### **NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE.**

Weaver Fundraising LLC d/b/a Trails End ("Trails End") is sponsoring a contest for eligible Participants (as defined herein) (the "Contest"). This Contest is governed by these Official Contest Rules (the "Rules"). Any individual who enters, attempts to enter or in any way participates or attempts to participate in the Contest ("Participant") agrees to be bound by the terms and conditions provided in these Rules, as well as by all interpretations of these Rules by Trails End and by all other decisions of Trails End, which shall be made in the sole discretion of Trails End, and which are final and binding in all matters relating to the Contest.

### **NO PURCHASE NECESSARY:**

No purchase is necessary to enter or win a prize. A purchase will not improve your chances of winning.

### **APPLICABLE LAW (VOID WHERE PROHIBITED):**

All contests are subject to and governed by applicable federal, state and local laws and regulations. Participation in this Contest is void where prohibited or otherwise restricted by law.

### **CONTEST SPONSOR:**

The sponsor of the contest is Trails End (the "Sponsor").

### **CONTEST CANCELLATION, SUSPENSION OR MODIFICATION:**

Sponsor reserves the right to cancel, terminate, modify or suspend the Contest if it is not capable of being completed as planned for any reason, including, but not limited to, infection by computer virus, "bugs", tampering, unauthorized intervention, fraud, pandemic, civil unrest, or technical failures of any kind or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of any such Contest. The decision of Sponsor to cancel, terminate, modify or suspend any Contest shall be final in all respects.

### **ELIGIBILITY:**

**Geographical, Age and Parental Consent Requirements:** The Contest is open to legal United States residents who are active members of the Boy Scouts of America, hold active Trails End accounts, and are at least 18 years of age at time of entry (unless otherwise specified). If a Participant has not reached the age of majority in the jurisdiction in which the Participant resides, they may enter the Contest, but must obtain permission from their parent or legal guardian prior to entering the Contest. Sponsor reserves the right to refuse to award a prize to or on behalf of a minor.

**Contest Entity and Immediate Family Member Ineligibility:** The officers, directors, employees, contractors, and agents of Trails End, Weaver Popcorn Manufacturing, Inc., Weaver Popcorn Bulk, LLC, and any

other affiliate of Trails End, and any entity involved in the sponsorship, development, production, implementation and distribution of the Contest as well as their respective parents, affiliates, divisions, subsidiaries and successor companies (collectively the “Contest Entities”), and their immediate family members (and those living in the same household, whether or not related), are prohibited from participating in the Contest and do not qualify as Participants. “Immediate family members” shall include spouses, siblings, parents, children, grandparents, and grandchildren, whether as “in-laws”, or by current or past marriage, remarriage, adoption, co-habitation or other familial extension.

**Employer Restrictions:** Participant is solely responsible for reviewing and understanding Participant’s employer’s policies regarding Participant’s eligibility to participate in contests. Participant may be disqualified from entering into this Contest or receiving prizes if Participant is participating in this Contest in violation of his or her employer’s policies.

## **HOW TO ENTER:**

The Contest begins on **November 5 at 8:00PM (Eastern)** and ends on **November 26 at 8:00PM (Eastern)** (the “Entry Period”). Eligible participants can enter in the following way:

During the Entry Period eligible participants will receive one entry for every \$200 in sales recorded through the Trail’s End Online Direct Platform which are credited to the Trail’s End Account associated with the Scout. Scouts may not combine sales with other Scouts.

**Entries Are the Sole and Exclusive Property of Sponsor:** All Contest entries, Submissions, and/or submissions related to the Contest are assigned to, and become the sole and exclusive property of, the Sponsor upon transmission. Contest entries will not be returned and may be used by any Contest Entity for any purpose whatsoever related to any Contest, without additional compensation to the participant or any other individual or entity. To the extent that any Contest entries, Submissions, and or submissions related to the contest cannot be assigned to Sponsor for any reason, Participants agree, consent, and hereby grant Sponsor a perpetual, non-terminable, fully paid, royalty free, sublicensable, transferable license to use such intellectual property for any purpose, commercial or otherwise, throughout the World.

**Original Content; Ownership:** Each Participant, by participating in the Contest, represents and warrants that they are the exclusive owner of the copyright and all other proprietary rights (intellectual property rights, or otherwise) in their Submission. Participant further represents and warrants that they have the right to grant to any third party the right to use, reproduce, distribute, perform and display the Submission. All Submissions must have appropriate clearances, permissions and releases PRIOR to uploading or may be eliminated from the Contest. Any song submissions must be original material. Any unauthorized samples or performances of another artist’s material could be subject to fines, royalty fees, and/or legal action for which Participant agrees to indemnify, defend and hold Sponsor and APH harmless. Sponsor may stream any Submissions on-demand on Sponsor’s or its affiliates’ websites. Sponsor is not responsible for paying any internet or other music royalties on any Submission.

**False Fraudulent or Deceptive Entries or Acts:** Participants who, in the view of Sponsor, as determined in Sponsor's sole discretion, provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Contest will be disqualified and subject to criminal prosecution.

**PROVISION OF WIRELESS NUMBERS TO THE SPONSOR:**

A Participant who signs up to receive text messages from Sponsor, whether in association with the Contest:

1. authorizes Sponsor to deliver or cause to be delivered, to the wireless number that the Participant provided, marketing communications, including but not limited to direct calls, text messages, and telemarketing messages using an automatic telephone dialing system;
2. understands that he or she is not required to enter into this agreement or agree to enter into such an agreement as a condition of purchasing any property, goods, or services; and
3. agrees that, if the wireless number provided to Sponsor is reassigned to another person, the Participant will promptly notify Sponsor that such reassignment has occurred.

Message and data rates may apply. Sponsor is not responsible for any fees incurred by a Participant who provides a wireless number in connection with the Contest.

Participants may contact Sponsor at [Website] to request that Participant's name and contact information be removed from contact and mailing lists gathered in association with the Contest.

**PARTICIPATION PROBLEM DISCLAIMER:**

Even if alleged to be caused by the sole or partial negligence of the Sponsor, the Sponsor is not responsible for any problems which affect or result from participation or attempted participation in the Contest, including, but not limited to the following:

1. Incorrect, incomplete or inaccurate entry information;
2. Human errors;
3. Failures, omissions, interruptions, deletions or defects of any wireless network, telephone network, internet service, computer systems, servers, utility providers, or software;
4. Inability to send a text-message;
5. Identity theft;
6. Tampering, destruction or unauthorized access to, or alteration of, entries or computer data;
7. Network hackers or other unauthorized access to Sponsor's computer network;
8. Data that is processed late or incorrectly or is incomplete or lost due to wireless network, telephone network, computer or electronic malfunction or traffic congestion on wireless or telephone networks;
9. Printing errors;
10. Equipment malfunctions; and
11. Late, misdirected, lost, misplaced, illegible, mutilated or postage-due entries.

**PRIZES:**

Fifteen (15) winners will be selected from all eligible entries received during the Entry Period. Each eligible winner will receive their choice of an Xbox Series X, PlayStation 5, or an Amazon.com Gift Card valued at \$535. Approximate aggregate retail value of all prizes in the Contest is \$8,025. No transfer, assignment or

substitution of a prize is permitted, except Sponsor reserves the right to substitute a prize for an item of equal or greater value in the event an advertised prize is unavailable. Any difference between the actual value and the approximate retail value of any prize will not be awarded. No substitution or cash equivalent will be made.

#### **TAXES:**

The Participant prize-winner is solely responsible for determining and paying all federal, state and local taxes (including any sales taxes). Any person winning over \$600 in prizes during any one year period will receive an IRS Form 1099 at the end of the calendar year, and a copy of such form will be filed with the IRS.

#### **WINNER SELECTION:**

All eligible entries will be submitted to a random drawing on or about the week of November 30, 2020. Sponsor will be the official timekeeper for this Contest. Winner(s) will be contacted by Sponsor by email or telephone on or about December 1, 2020. Participants

#### **HOW TO CLAIM A PRIZE:**

**Claiming the Prize:** The Sponsor has the right in its sole discretion to mail the prize to the winner. Where this occurs, the winner will initially be sent the required releases and prize claim forms. Failure by the winner to return completed forms within five (5) business days of receipt of the forms may lead to forfeiture of the prize. Additionally, in the event the prize is mailed to the winner, the winner assumes the risk of the prize's safe arrival.

**Availability:** Delivery of the prize is subject to availability of the prize. If the prize selected by the Participant is not available, Sponsors reserves the right to provide an Amazon.com Gift Card in the amount of \$535 via Participant's Trail's End Account.

**Prerequisites to Prize Award:** Prior to being awarded a prize, winners are required to provide: (1) a valid government-issued photo identification depicting proof of age and (2) a valid taxpayer identification number or social security number. The social security number will be used for tax-reporting purposes. Sponsor reserves the right to deny awarding the prize if the winner fails to provide satisfactory identification, as determined in the Sponsor's sole discretion.

Winner(s) are required to execute an Affidavit of Eligibility, Release of Liability, Indemnification and Publicity Release Agreement and a completed IRS W-9 before any prize is awarded. By entering the Contest, Participant agrees to execute these documents if selected as a winner. Except where prohibited by law, failure to execute any of these documents or comply with any of these terms will result in forfeiture of the prize.

**Prize Forfeiture:** Any winner who fails to pick up the prize within thirty (30) days from the date of winning for any reason, and fails to obtain an extension from Trails End, will forfeit the prize. Trails End reserves the right, in its sole discretion, to award unclaimed prizes to alternate contestants or not to award the unclaimed prizes.

**Additional Costs:** Any costs relating to the prizes are the sole responsibility of the winner.

## **WARRANTIES AND REPRESENTATIONS:**

By entering and participating in the Contest, and in consideration thereof, each Participant individually warrants and represents to Sponsor that: (i) they meet the residency and age requirements at the time of entry; (ii) they will be bound by these Rules and by all applicable laws and regulations, and the decisions of the Sponsor; (iii) they waive any rights to claim ambiguity with respect to these Rules; (iv) they are the sole creator and owner of the Submission; (v) the Materials (as hereinafter defined) or any use thereof, shall not violate any law and shall not infringe upon or violate the rights of any person (including, without limitation, contractual rights, copyrights, trademarks, rights of publicity and rights of privacy); (vi) Materials are not inappropriate, racist, obscene, or offensive, as determined in the sole discretion of Sponsor. "Materials," as used in this subsection means any and all information submitted by a Participant to enter or participate in the Contest, including without limitation Submissions. Sponsor's acceptance and/or utilization of the Materials hereunder shall not constitute a waiver of Participant's representations, warranties or agreements in respect thereof, or a waiver of any of Sponsor's rights or remedies.

## **RELEASE OF LIABILITY AND INDEMNIFICATION:**

**AS CONSIDERATION FOR ENTERING THE CONTEST, ALL PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND COVENANT NOT TO SUE TRAILS END, THE OTHER CONTEST ENTITIES (AS DESCRIBED ABOVE) AND EACH OF THEIR RESPECTIVE DIRECT AND INDIRECT AFFILIATES, DIVISIONS, PARENT AND SUBSIDIARY COMPANIES, OFFICERS, EMPLOYEES, DISC-JOCKEYS, ON-AIR PERSONALITIES, SHAREHOLDERS, REPRESENTATIVES, MANAGERS, MEMBERS, DIRECTORS, OWNERS, AGENTS, INSURERS, ATTORNEYS, PREDECESSORS, SUCCESSORS, AND ASSIGNS THEREOF (COLLECTIVELY, THE "RELEASED PARTIES"), FROM AND AGAINST ALL CLAIMS, DAMAGES, CHARGES, INJURIES, LOSSES, PROCEEDINGS, SUITS, ACTIONS (INCLUDING BUT NOT LIMITED TO TORT ACTIONS, PRODUCT LIABILITY ACTIONS, WRONGFUL DEATH ACTIONS, WARRANTY ACTIONS, BREACH OF CONTRACT ACTIONS, PRIVACY AND DEFAMATION ACTIONS, MISAPPROPRIATION OF LIKENESS ACTIONS, IDENTITY THEFT, LOSS OF CONSORTIUM CLAIMS), EXPENSES AND ATTORNEY FEES THAT THEY OR ANYONE ON THEIR BEHALF (INCLUDING BUT NOT LIMITED TO THEIR HEIRS, REPRESENTATIVES OR NEXT OF KIN) HAVE OR MIGHT HAVE FOR ANY DEATH, INJURY, DAMAGE OR CLAIMED INJURY OR DAMAGE ARISING OUT OF, INVOLVING OR RELATING TO THEIR PARTICIPATION IN THE CONTEST, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM THAT THE ACT OR OMISSION COMPLAINED OF WAS CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR NEGLIGENCE IN ANY FORM OF THE RELEASED PARTIES.**

**ADDITIONALLY, AS CONSIDERATION FOR ENTERING THE CONTEST, ALL PARTICIPANTS AGREE TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE RELEASED PARTIES IN ANY ACTION OR PROCEEDING FROM AND AGAINST ALL CLAIMS, DAMAGES, CHARGES, INJURIES, LOSSES, PROCEEDINGS, SUITS, ACTIONS (INCLUDING BUT NOT LIMITED TO TORT ACTIONS, PRODUCT LIABILITY ACTIONS, WRONGFUL DEATH ACTIONS, WARRANTY ACTIONS, BREACH OF CONTRACT ACTIONS, PRIVACY AND DEFAMATION ACTIONS, MISAPPROPRIATION OF LIKENESS ACTIONS, IDENTITY THEFT, LOSS OF CONSORTIUM CLAIMS), EXPENSES AND ATTORNEY FEES THAT THEY OR ANYONE ON THEIR BEHALF (INCLUDING BUT NOT LIMITED TO THEIR HEIRS, REPRESENTATIVES OR NEXT OF KIN) HAVE OR MIGHT HAVE FOR ANY DEATH, INJURY, DAMAGE OR CLAIMED INJURY OR DAMAGE ARISING OUT OF, INVOLVING OR RELATING TO THEIR PARTICIPATION IN THE CONTEST OR FOR THEIR FAILURE TO COMPLY WITH THE TERMS OF THE ABOVE RELEASE PROVISION. THIS AGREEMENT TO INDEMNIFY, HOLD HARMLESS AND DEFEND APPLIES EVEN IF THE ACT OR OMISSION COMPLAINED OF WAS**

**ALLEGEDLY CAUSED IN WHOLE OR IN PART BY THE STRICT LIABILITY OR NEGLIGENCE IN ANY FORM OF THE RELEASED PARTIES.**

**THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, TWITTER, INSTAGRAM OR ANY OTHER SOCIAL MEDIA PLATFORM. BY SUBMISSION OF AN ENTRY, PARTICIPANT RELEASES FACEBOOK, TWITTER, INSTAGRAM, AND ALL SOCIAL MEDIA PLATFORMS FROM ANY RESPONSIBILITY OR LIABILITY FOR THE CONTEST'S ADMINISTRATION, PRIZES OR PROMOTION. YOU ARE PROVIDING ENTRY INFORMATION TO THE SPONSOR AND NOT TO FACEBOOK, TWITTER, INSTAGRAM AND ALL SOCIAL MEDIA PLATFORMS.**

**PUBLICITY RELEASE:**

Unless prohibited by applicable law, Participant authorizes and irrevocably grants to Trails End and the other Released Parties (as defined above) permission to, from time to time, reference and discuss Participant and their participation in the Contest on-air and/or on their website(s) in photographs, video recordings, digital images, audio recordings, as well as in publications, newsletters, news releases, other printed materials, and in materials made available on the Internet or in other media now known or hereafter developed for any purpose Trails End and/or the Released Parties deem proper. Such reference and discussion may involve Participant's name and voice, and other personal/biographical material or their participation on-air, video, or by other electronic or photographic means.

**LICENSE**

By participating in the Contest, Participant irrevocably grants to Sponsor the perpetual right, without any liability to any person or entity, to reproduce, adapt, transmit, modify, make derivatives of, distribute, communicate, make available and otherwise use the Materials throughout the universe in any medium and in any manner, now or hereafter known, including, without limitation, if applicable, radio and television broadcasts, websites and internet productions, and cable and satellite transmissions, without payment of any compensation or attribution to Participants in connection with the Contest.

**DISQUALIFICATION:**

All participants agree to be bound by these Rules. Non-compliance with any of these Rules will result in disqualification and all privileges as a Participant will be immediately terminated. Sponsor, in its sole discretion, further reserve the right to disqualify any person for: (i) tampering with the entry process or the operation of the Contest; (ii) gaining an unfair advantage in participating in the Contest; (iii) obtaining winner status using false, fraudulent or deceptive means; or (iv) engaging in otherwise unsportsmanlike, disruptive, annoying, harassing, or threatening behavior.

**CAUTION: ANY ATTEMPT BY ANY PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF ANY CONTEST, TELEPHONE SYSTEMS OR WEB SITE, OR UNDERMINE THE LEGITIMATE OPERATION OF ANY CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.**

## **RULES CHANGES AND INTERPRETATIONS:**

Sponsor reserves the right in its sole discretion to supplement or make changes to these Rules as well as the rules of any contest at any time without notice. Sponsor reserves the right in its sole discretion to interpret the rules of any contest, and such interpretation shall be binding upon all participants.

## **AGREEMENT TO ARBITRATE:**

To the fullest extent permitted by law, by participating in the Contest, a Participant understands and agrees that:

- a. the Federal Arbitration Act applies to this agreement, and if the parties are unable to resolve their dispute amicably, it shall be resolved by means of binding arbitration (not in a court of law);
- b. any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action (even if the rules and procedures of the arbitration tribunal allow class arbitrations);
- c. any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event and under no circumstances will Participants be permitted to obtain awards for attorneys' fees, and Participants hereby waive all rights to claim punitive, incidental, or consequential damages, or any other form of damages, other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased;
- d. any claim or dispute regarding the Contest or these Official Rules will be resolved pursuant to the laws of the state of Indiana, without regard to the conflicts of laws principles;
- e. any claim or dispute regarding the Contest or these Official Rules will be resolved in a tribunal within the state of Indiana, and Participants submit to the jurisdiction of, and waive all objections to the jurisdiction or venue of, such tribunal; and
- f. if for any reason a claim or dispute regarding the Contest or these Official Rules proceeds in court rather than through arbitration, there will not be a jury trial.

The invalidity or unenforceability of any provision of these Official Rules, including but not limited to the agreement to arbitrate, shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

## **OFFICIAL RULES/LIST OF WINNERS:**

### **SPONSORS:**

**Weaver Fundraising, LLC**

10201 N. Illinois St., Suite 625 Indianapolis, IN 46290

## **OFFICIAL NOVEMBER 2020 UNIT ONLINE DIRECT HOLIDAY PROMOTION**

### **TERMS & CONDITIONS**

The 2020 Unit Online Direct Holiday promotion will take place from 8pm EST November 5, 2020 to 8pm EST November 26, 2020 ("promotional period"). For every \$750 a unit records in Online Direct sales during the promotional period, Trail's End will email the unit's primary contact a \$25 Amazon.com gift card. A unit must have a designated primary contact in the Trail's End system to qualify. Trail's End reserves the right to extend the promotional period at any time. Amazon.com gift cards will be emailed to qualified unit primary contacts by December 31, 2020.



## **OFFICIAL NOVEMBER 2020 SCOUT ONLINE DIRECT HOLIDAY PROMOTION**

### **TERMS & CONDITIONS**

The 2020 Scout Online Direct Holiday promotion will take place from 8pm EST November 5, 2020 to 8pm EST November 26, 2020 ("promotional period"). For every \$200 a Scout records in Online Direct sales during the promotional period, they will earn a \$10 Amazon.com gift card in their Trail's End Scout account. Trail's End reserves the right to extend the promotional period at any time. Amazon.com gift cards will be added to qualified Trail's End Scout accounts by December 31, 2020. Scouts that qualify will have until December 31, 2021 to claim their electronic Amazon.com gift cards through their Trail's End Scout account. Scouts may not combine sales with other Scouts. Each Scout's sales must be on their own Scout account.