SUPER SLAM 2024 Tournament Rules

<u>TOURNAMENT REGISTRATION</u> – Tournament registration must be completed through the Fishing Chaos App. For app downloads, visit https://fishingchaos.com/. If you have Fishing Chaos loaded from prior tournaments, be sure to have the latest version of the app.

Please review the Fishing Chaos YouTube page to learn how to use the Fishing Chaos app.

TOURNAMENT TIMES

- Period 1: July 4th, 12:00 AM July 31st, 11:59 PM 3 Biggest Bass
- Period 2: August 1st, 12:00 AM August 31st, 11:59 PM 5 Biggest Bass
- Period 3: September 1st, 12:00 AM October 6th, 11:59 PM 10 Biggest Bass

All photo/fish submissions must be completed and entered in the Fishing Chaos app by the end time. (No exceptions)

ENTRY FEE – \$75

COMPETITOR ELIGIBILITY

- Competitors must have their own unique Fishing Chaos log in.
- Competitor agrees to all tournament rules, Official Rules for Super Slam Grand Prizes, and the Waiver and Release of Liability during registration of this event. Official Rules for Super Slam Grand Prizes and Waiver and Release of Liability are below.
- You must have a valid/current fishing license from the state you will be fishing in.
- Fishing must be done without the aid of a professional guide.

TOURNAMENT FORMAT – THIS IS A CATCH-PHOTO-RELEASE (CPR)

TOURNAMENT facilitated through the Fishing Chaos App. You will need to download the App to register and submit catches.

<u>FISHING BOUNDARIES</u> – Only public LEGALLY ACCESSED BODY OF WATERS open to everyone are eligible.

FISHING METHODS AND TACKLE -

- Fishing from a boat, kayak, dock, or shore is allowed.
- You can have more than one rod per angler on the vessel or on your person, but <u>you cannot fish with more than one rod at a time</u>.
- Live and artificial bait can be used.
- Someone may assist you in baiting your hook and measuring the fish. It is your job to cast, hook, and land the fish.
- The fish submitted cannot be altered in any way. All fish must be alive and photographed immediately after they are caught.

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<u>IDENTIFIER</u> – All tournament photo submissions must include the tournament identifier code in the photograph. The identifier code will be released on the event page at 7:00 PM CDT on 7/3/24. The code can be written on a piece of paper or your hand.

<u>CATCH ENTRY</u> – Your catch must be submitted into the Fishing Chaos app. Your phone must have location services turned on for the Fishing Chaos and Camera apps. If you are in an area that has no cell signal to make your submission, once you reach an area with signal, upload your photographs to the Fishing Chaos app.

CATCH ENTRY REVIEW – <u>All catch entries will be reviewed and approved by a third-party tournament management company, including disputes.</u> For tournament questions or to file a dispute email amanda@reeltm.com

<u>MEASURING BOARD</u> – The measuring board must be a hard flat surface with ¼" **increments** with a left fence, not homemade, paper ruler or tape measures. The board must be in good shape and all measurement increments clear. NO EXCEPTIONS.

MEASUREMENT – All measurements must be taken as follows:

- "Zero end" of the board to the left of the individual measuring the fish.
- Belly of the fish down towards the individual measuring the fish.
- The mouth of the fish must be butted to the end stop (fence) of the board.
- Judges will score based on where the tail touches or crosses the ¹/₄" increment measurement on the board.
- You may not cover the eye or mouth of the fish.
- Hand cannot be underneath the gill plate.
- Mouth must be completely closed.
- Judges will deduct 1/2" for open mouth if the mouth being open would result in increased length.
- Photo must be of the whole fish taken from directly above the fish.
- Do not lay the identifier on top of the fish.
- Fish may only be entered once. Each fish submitted must be a different fish.

<u>ENTRIES</u> - You may submit as many fish as you would like, the Fishing Chaos app will "cull" your smallest entries as fish are entered.

<u>TIES</u> – All ties are broken by the biggest fish submitted. For the Lunker, the ties will be broken based on the first angler to submit the largest fish.

<u>POLYGRAPH</u> - All contestants agree to take a polygraph test if requested by Brandon Belt Fishing. The test will be taken at a time and place chosen by the requesting party. Refusal to take the test or failing the test will result in disqualification of the angler from the event. The individual taking the test will be determined by the tournament director.

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<u>PENALTIES</u> – Any angler found to have intentionally cheated in an attempt to defraud the tournament may be subject to criminal prosecution by the State they caught the fish in. Any angler found to have intentionally cheated in an attempt to defraud the tournament will also forfeit any awards they may have won and be banned from any future Brandon Belt Fishing tournaments/events.

<u>DISPUTES</u> – All tournament participants have the right to dispute the results or actions of any angler. To protest, you must present your written complaint to the Tournament Director no later than 15 minutes after the official close of the tournament fishing hours. Disputes should be emailed to amanda@reeltm.com.

SPORTSMANSHIP – Any angler, who displays poor sportsmanship, violates any Tournament Rule (s), or any state or local game laws may be disqualified. In addition, any act of an angler, verbal or physical, that reflects unfavorably upon the Brandon Belt Fishing's effort to promote conservation, fishing, clean waters, courtesy, and safety may be reason for disqualification from this and all future Brandon Belt Fishing's tournaments. Brandon Belt Fishing also reserves the right to refuse application of entry, with or without cause, at their sole discretion.

<u>PRIZES</u> – Standings will be finalized, and winners announced within 14 days from the tournament end date. All prizes will be distributed by Brandon Belt Fishing.

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SUPER SLAM GRAND PRIZES

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW. THIS SWEEPSTAKES IS NOT OPEN TO THE GENERAL PUBLIC. By participating in this sweepstakes, you are providing your signature, consent and agreement to receive emails from Brandon Belt Fishing, LLC, the Sponsor of this promotion. Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules.

ENTRY PERIOD: The SUPER SLAM SWEEPSTAKES (the "Sweepstakes") begins on June 22, 2024 at 12:00 am Central Standard Time and ends on October 06, 2024 at 11:59 pm Central Standard Time ("Sweepstakes Period"). Sweepstakes is sponsored by Brandon Belt Fishing, LLC.

SPONSOR: Brandon Belt Fishing, LLC, at P.O. Box 151641, Lufkin, Texas, 75915 (the "Sponsor")

ADMINISTRATOR: Brandon Belt Fishing, LLC, at P.O. Box 151641, Lufkin, Texas, 75915 (the "Administrator")

ELIGIBILITY: The Sweepstakes is open only to natural persons who are legal residents of the 48 contiguous United States, including the District of Columbia, who posses a state-issued valid fishing license at the time of Sweepstakes entry and who are 18 years of age or older or have reached the age of majority in his or her state of residence as of the Sweepstakes start date. Residents of Alabama, California, Florida, or Texas age 65 or older are eligible to participate without a state issued fishing license ("Entrant"). THIS SWEEPSTAKES IS NOT **OPEN TO THE GENERAL PUBLIC.** Persons in any of the following categories are not eligible to participate or win a Prize: (a) persons who are employees or agents of the Sponsor, the Administrator, their respective parent companies, affiliates, divisions, prize providers, subsidiaries, suppliers, distributors and the service agencies or independent contractors of any of the above organizations; (b) suppliers, distributors or retailers of the Sponsor's products; (c) individuals engaged in the development of, the production or distribution of materials for, or the implementation of this Sweepstakes; or (d) employees of, persons in the immediate family of, or persons living in the same household as any person in any of the preceding categories (collectively, "Released Parties"). All federal, state and local laws and regulations apply. For the purposes of this Sweepstakes, "immediate family members" is defined as spouse, domestic partner, mother, father, grandmother, grandfather, children, siblings and their spouses, and "persons living in the same household" shall mean people who share the same residence at least three (3) months a year, whether legally related or not. This Sweepstakes is void in Puerto Rico, Guam, American Samoa, all other United States territories, possessions, and protectorates, foreign based United States military installations and wherever restricted or prohibited by law.

HOW TO ENTER: During the Sweepstakes Period eligible Entrants may enter the Sweepstakes in one of the following ways:

With Registration/Fish Catch Submissions: By visiting

https://app.fishingchaos.com/tournament/belts-super-slam-2024 ("**Online Store**") and making a registration purchase online. The Entrant will automatically receive one (1) entry for each registration successfully purchased. The Entrant will also receive one (1) entry for each fish catch submitted up to a maximum of five (5) entries. Each Entrant is limited to a total of six (6) entries during the Sweepstakes Period, regardless of method of entry or the number of email addresses or mobile devices they may have. ONLINE STORE ENTRIES CAN

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ONLY BE RECEIVED BY MAKING A REGISTRATION PURCHASE AND SUBMITTING FISH CATCHES FROM THE WEBSITE/APP. All Online Store entry-related purchases must be received no later than 11:59 pm on the last day of the Sweepstakes Period to be eligible to win the prizes(s) offered. Entries are conditional on completing a purchase. If, during the Sweepstakes Period, the Entrant cancels their registration purchase, Sponsor issues a refund to an Entrant, or if the Entrant initiates a credit card charge-back for any purchase which would qualify as an Online Store Entry from Sponsor, the corresponding number of entries associated with the purchase which would qualify as an Online Store Entry will be void and revoked.

ANY FRAUDULENT ACTIVITY IN CONNECTION WITH THIS SWEEPSTAKES IS STRICTLY PROHIBITED. IT IS FRAUDULENT TO PURCHASE ITEMS OR SUBSCRIPTIONS TO OBTAIN ENTRIES WITH THE INTENT TO RETURN THESE ITEMS DURING OR AFTER THE SWEEPSTAKES OR INITIATE A CHARGEBACK AT ANY TIME. IF THE SPONSOR IDENTIFIES OR SUSPECTS THAT YOU ARE ENGAGED IN THIS OR ANY OTHER FRAUDULENT ACTIVITY, YOU WILL BE DISQUALIFIED AND BANNED FROM ANY FURTHER SWEEPSTAKES OR PROMOTIONS OFFERED BY THE SPONSOR.

FREE ENTRY: Alternative Method of Entry (AMOE): Eligible Entrants may enter the Sweepstakes without purchasing by visiting https://swpp.me/a/brandonbeltfishing and completing the form and uploading a clear and legible picture of the Entrant's handwritten name, mailing address and four-digit code (found on form) on a #10 business-sized envelope and submitting the form. Each entry must have a new envelope. No mailing stamp required. Digital AMOE Entry envelope must be hand printed by the Entrant only. Non-winning Digital AMOE entries do not carry over to the next drawing period. All Digital AMOE entries become the property of the Sweepstakes Administrator and will not be returned or acknowledged. By participating, you consent for Sponsor to obtain, use, and transfer your name, address, and other entry information for the purpose of administering this Sweepstakes and for other purposes as set forth below. Each Digital AMOE entry will receive 1 entry per day, per submission, during the Sweepstakes period. Limit, up to 6 entries per Participant max. Upon the successful submission of the AMOE form or an eligible purchase, the Entrant will receive the stated entries into the Sweepstakes. All entries must be received by no later than 11:59pm on the last day of the Sweepstakes Period to be eligible to win the prizes offered. Each Entrant is limited to a total of 6 entries during the Sweepstakes Period, regardless of method of entry or the number of email addresses or mobile devices they may have. The Administrator's computer is the official time keeping device for this Sweepstakes. Proof of emailing or texting does not constitute proof of delivery or entry. Any attempt to submit more than the maximum number of entries using multiple/different email addresses, mobile devices, identities or any other methods may void that entrant's entry. Entries generated by robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS.

DRAWING AND NOTIFICATION: 4 potential winner(s) will be drawn randomly on or around October 12, 2024 at 06:00 pm Central Standard Time from among all eligible entries received during the Sweepstakes Period in accordance with these Official Rules through the entry methods offered ("Winner"). The potential Winner will be notified on or around October 14, 2024 at 01:00 pm Central Standard Time using the information provided in their entry. All drawings will be conducted by the Sponsor or Administrator whose decisions are final and binding in all matters relating to this Sweepstakes. The Sponsor or Administrator will randomly select the potential

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Winner at the drawing. The decisions of Sponsor are final and binding in all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. The winners will be notified by mobile phone, text message, or email and will be required to claim their Prize within five (5) days. If no response is received within the time allotted, one (1) alternate Winner will be selected. Any alternates selected will also be required to claim their Prize within five (5) days. Sponsor is not responsible for suspended or discontinued internet, landline, or wireless service which may result in potential Winner not receiving initial Prize notification or communication from Sponsor.

The Prizes are as follows (altogether collectively, the "Prizes" and each a "Prize")

PRIZES:

GRAND PRIZE 1: One (1) Bass Cat Pantera Classic and Mercury Pro XS - VALUE (ARV \$ 60,899.00)

GRAND PRIZE 2: One (1) Ford F-150 Lariat - VALUE (ARV \$ 59,999.00)

GRAND PRIZE 3: One (1) Tracker Off-Road 4-Wheeler - VALUE (ARV \$6,499.00)

GRAND PRIZE 4: One (1) Native Watercraft Titan X 12.5 - VALUE (ARV \$3,599.00)

The Approximate Retail Value (ARV) of the Prize(s) is \$ 130,996.00

RESTRICTIONS ON PRIZES: Prizes to be fulfilled within thirty (30) days of Winner's approval. The winner must take possession of the vehicle within thirty (30) days of notification from Sponsor. The Prize Winner must have and provide a valid U.S. Driver's License suitable for the Prize and provide proof of vehicle insurance (Comprehensive or Liability) at time of delivery, if required by law and/or requested by Sponsor, or their authorized agent. The Prize Winner agrees to be bound by, and not to contest in any way, these determinations of the Sponsor.

NOTE 1: Winner should check standards for operation of a vehicle in their state before accepting Prize.

NOTE 2:

GRAND PRIZE 1: Winner must travel to Mountain Home, Arkansas (the "Location") to take possession of the Grand Prize within thirty (30) days of Prize approval. The Grand Prize does not include Prize delivery. If the Winner resides more than 150 miles from the Location, the Sponsor will provide the Winner a travel stipend of \$800.00 for travel expenses related to Prize acquisition. No travel stipend will be provided if the Winner resides within 150 miles of the Location. Winner is responsible for taking possession of the Prize from the Sponsor.

GRAND PRIZES 2, 3, AND 4: Prizes include delivery. Winner is responsible for taking possession of the Prize from the Sponsor.

NOTE 3: Winner understands and agrees that pick up of the Prize may include, at Sponsor's discretion, an awarding ceremony which may be video recorded and/or photographed. Rights to any Prize ceremony video or photography belong solely to the Sponsor and can be used in any media at the Sponsor's sole discretion.

NOTE 4: Prize vehicles must be registered in the Winner's state's department of motor vehicles (DMV) within 30 days, unless sooner as required by state law, of taking possession of the Prize.

PRIZE CONDITIONS: The Prize Winner will be solely responsible for all taxes (federal, state, local), all applicable registration, license, title and insurance fees, and all expenses not specifically listed herein related to

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the acceptance and use of the Prize. Neither Sponsor nor the Administrator offer or provide, nor are Sponsor or Administrator in any manner responsible or liable for any warranty, mileage, representation, compliance with safety, emissions laws, regulations or guarantee, express or implied, in fact or in law, relative to the Prize, including but not limited to its quality, fitness for purpose, or mechanical condition. The Prize Winner is required to comply with any and all applicable federal, state, and local laws, rules and regulations including, but not limited to licensing and insurance requirements. Any difference between actual value and the stated ARV of the Prize will not be awarded. In accepting the Prize, Prize Winner(s) expressly understand and agree that operating a motor vehicle is an inherently dangerous activity that may expose the driver, passenger(s) and other persons to injury, dismemberment or even death. In accepting the Prize, the Winner(s) agrees to release the Sponsor and the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any Prize or resulting from acceptance, possession, or use/misuse of Prize awarded. No substitution or transfer of Prize will be permitted, except by the Sponsor, who reserves the right at its sole discretion to substitute a Prize with another Prize of equal or greater value. All other expenses associated with Prize acceptance or usage not mentioned herein are the sole responsibility of the Winner.

Limit one (1) Prize per person, mobile number, address, and/or household during the Sweepstakes Period. If a Prize offered becomes unavailable for any reason, the Sponsor reserves the right to provide an alternate Prize of equal or greater value. In no event will more than the prizes listed be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes offered, as set forth in these Official Rules, the Sponsor reserves the right to award the intended number of Prizes through a random drawing from among all eligible Prize claims received. In the event that the Winner is disqualified for any reason, the Prize will be forfeited and may be awarded to an alternate winner at the Sponsor's sole discretion.

Prizes are awarded "as is" with no warranty or quarantee, either express or implied. The Winner(s) will be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release form provided to them to be returned within five (5) days of written notification, or Prize may be forfeited (in Sponsor's sole and absolute discretion), and an alternate winner may be selected. The Prize Winner(s) will also be required to disclose their social security number for tax filing purposes. To the extent permitted by applicable law, by accepting a Prize, the Winner grants permission for the Sponsor and those acting under its authority to use their name, and address (city and state), photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Sponsor's website and/or social media) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. Winners who are not required under applicable state law to grant such permission under these Official Rules may be asked by the Sponsor to provide their voluntary consent for such permission. If you are selected as a Winner, your information may also be included in a publicly-available Winner's list, except where prohibited by law. Prizes pictured in advertising, marketing, or promotional materials are for illustrative purposes only. Model, color, options, and other prize specifics are subject to availability. Winner is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the Prize or receipt of the Prize.

GENERAL RELEASES: By accepting a Prize, where permitted by law, the Winner grants to the Sponsor, its parent, subsidiaries and related companies, and those acting pursuant to the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation, in perpetuity, at any time the recipient's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or

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additional consideration, and without review, approval or notification. IN NO EVENT WILL SPONSOR, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE(S). By participating, entrants release and agree to hold harmless the Sponsor, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, dealers, distributors, suppliers, Prize provider and their respective directors, officers, employees, representatives and agents from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Winner acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize. All entrants understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, territory, or country that may be applicable with respect to the foregoing release are hereby expressly and forever waived. All participating entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

DISCLAIMERS: By participating in the Sweepstakes, Entrant agrees to release, discharge, indemnify and hold harmless the Released Parties, Facebook, TikTok, X Corp., LinkedIn, Pinterest, Threads, Reddit, Snapchat, Whatsapp, Telegram, Instagram, or Momares, LLC and each of their respective directors, officers, employees, agents, successors and assigns ("Released Parties") from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) Entrant's participation in the Sweepstakes; (ii) any acceptance, possession, misuse or use of any prize (including, without limitation, losses, damages or injuries to Entrant's or any other person's equipment or other property, or to their persons; (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize. Without limiting the generality of the foregoing, Entrants agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose. Entrant agrees that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone or data network, computer online system, computer dating mechanism, computer equipment, software, social media platform, or Internet service provider utilized by Sponsor or Administrator; interruption or inability to access any website, application or online service via the Internet due to hardware or software compatibility problems; any damage to Entrant's (or any third person's) computer or mobile device and/or its

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contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects, delay in delivery or misdelivery of mail by the United States Postal Service; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each Entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a Supplier that may be sent along with a prize. The Released Parties are not responsible for any changes or unavailability of the internet service provider or the social media platform used for purposes of administering this Sweepstakes that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the website or social media platform for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of Entrant to timely enter, receive notices, or communicate with Sponsor via email, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.

LIMITATIONS OF LIABILITY: Administrator and Sponsor reserve the right, in their sole discretion, to modify, terminate or suspend this Sweepstakes (or any portion thereof) for any reason, including, but not limited to, viruses, worms, bugs, fraud, technical failures, non-authorized human intervention, or other causes corrupt or impair the administration, security, fairness or proper play of the Sweepstakes (or any portion thereof) or for any other reason and, in the event of termination at its discretion, select winners from those eligible, non-suspect entries received prior to event requiring such termination. Neither Sponsor nor Administrator assumes responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any wireless mobile device, wireless telephone network, wireless signal coverage or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet, unavailability of the data provider, website, microsite, internet service provider, social media platform(s) used for purposes of administering this Sweepstakes that may interfere with the Sweepstakes or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute over the identity of an Entrant, entry will be deemed submitted by the registered account holder of the email address and/or mobile phone number associated with the entry, provided that person is eligible. Prize Winner(s) may be required to show proof of being the registered account holder.

"Registered account holder" is defined as the person assigned to an email address by an Internet access provider, an organization responsible for assigning email addresses for the applicable domain, or to the responsible party associated with the account connected to the mobile number. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Those who do not follow all of the instructions, provide the required

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information in their entry form, or abide by these Official Rules and/or other instructions of Sponsor may be disqualified.

GOVERNING LAW: The parties agree that the Sweepstakes and these Official Rules will be governed, construed, and interpreted under the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Texas.

DISPUTE RESOLUTION: BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Entrant, Sponsor, and the Released Parties (each, a "Party" and collectively the "Parties") each agree to fully and finally settle all disputes pertaining to the Sweepstakes, administration of the Sweepstakes, and/or these Official Rules only through binding arbitration (in each case, a "Dispute"); provided, however, (a) Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in or closest to, Angelina County, Texas and any other court with jurisdiction over the Parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction.

The Parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator in an arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. The arbitration may be conducted in person, through the submission of documents, by phone, or online.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the AAA, and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website: www.adr.org, unless otherwise mutually agreed between the parties. If an in-person hearing is required, except as otherwise required by applicable AAA rules or applicable law, then it will take place in Angelina County, Texas or other location determined by the Sponsor. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any

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claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the Dispute must be brought in a court of competent jurisdiction in Angelina County, Texas. Sponsor agrees to pay the administrative and arbitrator's fees to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Angelina County, Texas and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either Party related in any way to the Sweepstakes be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other customer. You and each Party also agree that each Party may bring claims against the other in arbitration only in their respective individual capacities and in so doing **YOU WAIVE THE RIGHT TO A TRIAL BY JURY**, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules or any other guidelines, instructions, policies, or term will not constitute a waiver of that provision.

Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, Sponsor's Privacy Policy or Terms of Use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

USE OF DATA: All information submitted by Entrant will be treated according to Sponsor's privacy policy. By participating in the Sweepstakes and providing your e-mail address and/or mobile phone number the Entrant hereby agrees to Sponsor's collection and usage of their personal information. The participant's privacy is a priority at Brandon Belt Fishing, LLC. For details on how we protect and care for the participants information please contact us at https://brandonbeltfishing.com

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WINNERS LIST: For a Winner(s) List, visit https://swpp.me/w/brandonbeltfishing no earlier than 30 days after the Sweepstakes has ended.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, TikTok, X Corp., LinkedIn, Pinterest, Threads, Reddit, Snapchat, Whatsapp, Telegram, or Instagram.

Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship, or affiliation with Sponsor or the Sweepstakes.

ABBREVIATED RULES - Print Ads

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS NOT OPEN TO THE GENERAL PUBLIC. This Sweepstakes is open only to natural persons who are legal residents of the 48 contiguous United States, including the District of Columbia, who posses a state-issued valid fishing license at the time of Sweepstakes entry and who are 18 years of age or older or have reached the age of majority in his or her state of residence as of the Sweepstakes start date. Residents of Alabama, California, Florida, or Texas age 65 or older are eligible to participate without a state issued fishing license. Sweepstakes ends October 06, 2024 at 11:59 pm Central Standard Time. For entry and official rules with complete eligibility, prize descriptions, odds disclosure and other details, visit https://swpp.me/r/brandonbeltfishing Sponsored by Brandon Belt Fishing, LLC Void where prohibited.

ABBREVIATED RULES - Digital Ads

NO PURCHASE NECESSARY. THIS SWEEPSTAKES IS NOT OPEN TO THE GENERAL PUBLIC. This Sweepstakes is open only to natural persons who are legal residents of the 48 contiguous United States, including the District of Columbia, who posses a state-issued valid fishing license at the time of Sweepstakes entry and who are 18 years of age or older or have reached the age of majority in his or her state of residence as of the Sweepstakes start date. Residents of Alabama, California, Florida, or Texas age 65 or older are eligible to participate without a state-issued fishing license. Sweepstakes ends 10/06/2024. For entry and Official Rules visit https://swpp.me/r/brandonbeltfishing Void where prohibited.

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Brandon Belt Fishing, LLC Release of Liability Read Carefully - This Affects Your Legal Rights

In exchange for participation in any event(s) or related activities organized and/or conducted by Brandon Belt Fishing, LLC, of P.O. Box 151641, Lufkin, Texas, 75915 and/or use of the property, facilities, and services of Brandon Belt Fishing, LLC, I/we, agree for myself/ourselves and (if applicable) for the members of my/our family, to the following:

- **1. Agreement To Follow Directions.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral, written, and/or electronic instructions or directions given by Brandon Belt Fishing, LLC, or the employees, representatives, or agents of Brandon Belt Fishing, LLC.
- 2. Assumption of the Risks and Release. I recognize that there are certain inherent risks associated with participation and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Brandon Belt Fishing, LLC for injury, loss, or damage arising out of my or my family's use of or presence upon the facilities of Brandon Belt Fishing, LLC, whether caused by the fault of myself, my family, Brandon Belt Fishing, LLC or other third parties. I forfeit any claims to not being notified about any subject that may affect my chances to compete or my safety. I/WE acknowledge, appreciate, and agree that: The risk of injury, disability, death, loss or damage to my person or property from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist: If you have significant medical conditions you should consider not participating in the event. I/WE have been advised by the event organizers and have had the opportunity to seek legal counsel with respect to the legal effect of this document; AND, I VOLUNTARILY AGREE TO PARTICIPATE, AND KNOWINGLY AND FREELY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE ORGANIZERS and\or, their officers, officials, directors, shareholders, agents, and/or employees, other participants, and sponsoring agencies/advertisers, their parent and affiliate companies and, if applicable, owners and lessors of premises and property used to conduct the event OR any others connected to the event (collectively "RELEASEES"), AND I HEREBY ASSUME FULL RESPONSIBILITY FOR RISKS ARISING FROM MY PARTICIPATION. I willingly agree to comply with the terms and conditions for participation. If, however, I observe any unusual or significant hazard during my presence, I will remove myself from participation and bring until it is safe to continue; AND I, FOR MYSELF AND ON BEHALF OF MY HEIRS, REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS "RELEASEES", with respect to any and all damage, injury, disability, death, or loss to person or property, which I suffer or which I am found to have caused in whole or in part by my negligence or intentional misconduct or whether arising from the negligence of the RELEASEES, to the fullest extent of the law.
- **3. Insurance.** If I am an equipment or a boat operator, I understand as the captain/operator of a vessel or any piece of equipment that I am solely responsible for the safe operation of it and for the safety of any and all occupants in it at all times. I expressly assume all risks associated with the event. If I am using a boat during the allowed practice or the event, I certify that I now have, or will obtain prior to the event, property damage, excess medical, watercraft liability and/or contractors' insurance having reasonable limits or defined in the rules. Said insurance must cover any and all injury and/or damage incurred in connection with the event. Upon request, I will provide satisfactory evidence of said insurance.
- **3. Media Release.** I hereby waive my rights of privacy or publicity free and clear of any claims whatsoever on participants part with regard to the event organizers unconditional right to use my name, voice, photographic likeness, video and biographical information and fishing tips and instructions in connection with any reproduction of same, through any media, medium, format or productions by the event organizers, their parent or affiliate companies, and those acting under their

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permission, anywhere, at any time. I shall not be entitled to receive any royalties, payments or other compensation in connection with such use.

- **4. Indemnification.** I agree to indemnify and defend Brandon Belt Fishing, LLC against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Brandon Belt Fishing, LLC.
- **5. Fees.** I agree to pay for all damages to the facilities of Brandon Belt Fishing, LLC caused by any negligent, reckless, or willful actions by me or my family.
- **6. Applicable Law.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.
- **7. No Duress.** I agree and acknowledge that I am under no pressure or duress to sign this agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this agreement if I so desire. I further agree and acknowledge that Brandon Belt Fishing, LLC has offered to refund any fees I have paid to use its facilities if I choose not to sign this agreement.
- **8. Arm's Length Agreement.** This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this agreement or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.
- **9. Enforceability.** The invalidity or unenforceability of any provision of this agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this agreement or of any other applications of such provision, as the case may be. Such invalid or unenforceable provision shall be deemed not to be a part of this agreement.
- **10.** For parents/guardians of minority age participants, if applicable. As parent/guardian with legal responsibility for a minor participant, I consent and agree to their release as defined above of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities and incidents to my minor child's participation to the fullest extent permitted by law.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS. I have agreed to this contract either physically, digitally or by my participation in the event. I acknowledge this document has been made available to me multiple times, I understand it and agree to enter knowingly and voluntarily.

Signed by:	Date:

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