

OFFICIAL RULES
2017 MISTER TWISTER SUMMER SWEEPSTAKES

NO PURCHASE NECESSARY; A PURCHASE WILL NOT INCREASE YOUR CHANCES OF

WINNING: Open to United States residents who are 18 years of age or older at the time of entry. Entrants must be physically located in the USA. The sweepstakes begins on August 1, 2017 and will conclude on August 31, 2017. There is a limit of one entry per person/household no matter what the means of entry. Anyone found trying to enter more than once will have all of their entries eliminated.

TO ENTER: There is one way to enter. **1)** Submitting a form at:

<https://www.mistertwister.com/contest/summer-giveaway>. Completion of the entrance form will count as one entry into the sweepstakes. Entries must be received by August 31, 2017 at 11:59 p.m. Eastern Time. All entries received by automated entry or computer generated in any way will eliminate all entries from that person. Anyone giving false information on their entry will be eliminated. Limit of one prize per family or household.

PRIZE: Four (4) Grand Prizes of \$34.23 each. One (1) winner per week will be chosen. Prize pack includes: one (1) Poc't Fry pack, one (1) Poc't Shake'R pack, one (1) Poc't Phenom pack, one (1) Poc't Paddle tail pack, one (1) Hang 10! pack, one (1) 5/0 Keeper Hook pack, one (1) 3/0 Keeper Hook pack, one (1) 3/16 oz. 3/0 Weighted Keeper Hook pack, one (1) 1/8 oz. 2/0 Weighted Keeper Hook pack

DRAWING: There will be four (4) random drawings for this sweepstakes. All eligible entries will be included in the drawing. All drawings will be completed on or about September 1, 2017. There will be two (4) winners drawn.

Potential winner will be notified by email, and/or phone. Potential winner will have 72 hours to respond to the notification with their interest in accepting the prize. If there is no response within the time frame noted an alternate winner will be drawn. Prize will be awarded upon receipt of notification and verification of compliance with the full official rules. Prize is not transferable. No prize substitutions except at the discretion of the sponsor. Odds of winning based on the valid number of entries received. Drawing will be random whose decisions are final and binding on all matters relating to this drawing. Prize will be distributed within 6-8 weeks from confirmation of winning. Total prize pool for this sweepstakes is \$136.92.

CONDITIONS OF ENTRY: Employees of Mister Twister, their agencies, distributors, subsidiaries, advertising and promotion agencies and affiliated companies, participating advertisers and media, employees, their immediate family members and/or those living in the same household of each are not eligible. Immediate family member is defined as husband, wife, children, mother, father, sister, sister in-law, brother or brother in-law, and step of each living in the same household. All federal, state and local taxes are the sole responsibility of the winner. All federal, state and local laws apply. Entry into this promotion constitutes permission to the Sponsor and their agencies to use winners' name, address and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. Sponsor reserve the right to substitute prize of equal or greater value. By participating, you accept and agree to abide by the Official Rules and all decisions of Sponsor and its judging and administration organizations, which are final and legally binding in all respects. Entrant recognizes and agrees that survey information will be made available only to Sponsor. By entering the sweepstakes, you hereby agree that in no event will sponsor or any other judging or administration organizations be responsible or liable for, and you hereby release them from, any and all claims, actions, damages, losses, costs or expense or liability of any kind arising or resulting from anything relating to this sweepstakes.

GENERAL: Sweepstakes entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/mail/email submitted to Sponsor. Sponsor reserves the right, in its sole discretion, without prior notice and at any time, to cancel, terminate or suspend the Sweepstakes should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration of the Sweepstakes. In such case, Sponsor may select the Winner from all eligible entries received prior to and/or after (if applicable) the action taken by Sponsor. At its sole discretion, Sponsor may disqualify any person whom it considers to have intentionally violated these Official Rules or any element of the Sweepstakes. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception (including the use of automated quick entry programs) or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or the Sweepstakes Entities. By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor or the other Sweepstakes Entities and to waive any right to claim ambiguity in these Official Rules. The Prizes will be awarded upon the condition that the Sweepstakes Entities shall have no liability whatsoever and shall be, and hereby are, released, discharged, indemnified, and held harmless for any typographical or other error in printing, offering or announcement of any Prize or for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from participation in the Survey or the Sweepstakes, including, without limitation, the winning and/or use of any Prize. Sweepstakes entrants agree to sign any documents that the Sponsor may request to evidence the foregoing. Without limiting the foregoing, the Sweepstakes and the Prizes are provided "AS IS" without representation of warranty of any kind, either expressed or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages, or exclusion of the implied warranties, so some of the aforementioned limitations or exclusions may not apply. Check local laws for any restrictions or conditions regarding these limitations and/or exclusions. The Sweepstakes Entities are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by technical or human error which may occur and/or which may damage a user's system, hardware or software or limit a participant's ability to participate in the Sweepstakes. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CIVIL LAW. SHOULD AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Sponsor reserves the right, in its sole discretion, to cancel, terminate or suspend the Sweepstakes. In the event of a dispute regarding Prize claims or entries received from multiple users having the same e-mail account, the Authorized Subscriber (defined herein) of the e-mail account at the time of entry used to enter will be deemed to be the entrant and must comply with these Official Rules. For purposes of the foregoing sentence, "Authorized Subscriber" is the natural person who is assigned the e-mail address by the Internet Service Provider, on-line service provider, or other organization responsible for assigning e-mail addresses.

WINNERS LIST: The names of the prize winners can be found by sending a self-addressed stamped envelope to: 626 Center Street, Antigo, WI 54409. Requests must be received by September 30, 2017.

DISPUTE RESOLUTION: Entrant agrees that: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant(s) and Sponsor and their agencies, shall be governed by and construed exclusively in accordance with the laws of the State of Wisconsin without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than the State of Wisconsin. Entrant agrees that any action at law or in equity arising out of or relating to this sweepstakes, or awarding of the prize, shall be filed only in the state or federal courts located in the County of Stearns in the State of Wisconsin. Entrant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this sweepstakes, entrant agrees that: (a) any and all disputes, claims, and causes of action

arising out of or connected with this sweepstakes, or awarding of the prize, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this sweepstakes but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Some jurisdictions do not allow the limitations or exclusion of liability for incidental or consequential damages, so the above may not apply to you.