

Ducks Unlimited Canada “We All Need Wetlands” Sweepstakes

Rules & Regulations (the “Rules”)

1. How to Participate

1.1 The sponsor of this Sweepstakes is Ducks Unlimited Canada (“DUC”). The Prize provider is DUC and YETI®.

1.2 Eligibility: The “We All Need Wetlands” Sweepstakes (the “Sweepstakes”) is open to all residents of Canada who have reached the legal age of majority in their province/territory of residence.

1.3 Sweepstakes Period: Entries will be accepted beginning on January 15, 2024, at 9:00 a.m. Central Time (“CT”) and ending on February 4, 2024, at 11:59 p.m. CT.

1.4 Sweepstakes Entry: By submitting a statement or story about wetlands through DUC’s *We all need wetlands* form on ducks.ca, users will be entered into a random draw to win the Prize package described in s. 2.1 below.

1.5 Sweepstakes Entry Restrictions: Entrants earn Sweepstakes Entries for each submission made via the *We all need wetlands* form on ducks.ca. Multiple Entries from a single user will be accepted.

2. Prize

2.1 Prize: One (1) DUC Gear™ YETI® Rambler® 532ml bottle (MSRP \$40.00 CDN), one (1) eCertificate for the DUC Gear™ store (MSRP \$50 CDN), one (1) YETI® Loadout® GoBox 30 gear case (MSRP \$330.00 CDN), and one (1) YETI® Panga® 75L waterproof duffel (MSRP \$450.00 CDN). Total value is \$870.00 MSRP CDN.

The eligible winner will be required to answer a skill-testing question and complete the sponsor’s Declaration and Release Form to claim the Prize. The Prize will be forwarded to the winner within six (6) weeks from the date when the winner’s signed Declaration and Release Form is received by DUC. The Prize is not redeemable for cash. Under no circumstances whatsoever will any difference between the actual and approximate retail value be awarded. The Prize is awarded “as is” and no replacements will be made.

2.2 Odds: The odds of being randomly selected to win the Prize depend on the total number of eligible Entries received. An “eligible Entry” is one that complies with s. 3.2 below and is submitted properly and on time in accordance with these Rules.

2.3 Prize Draw: An eligible winner will be selected by random computer-generated draw from all eligible Entries received during the applicable Sweepstakes period. The draw will take place on February 5, 2024, at 10:00 a.m. CT at Ducks Unlimited Canada, Harry J. Enns Wetland Discovery Centre, 1 Mallard Bay at Highway 220, Manitoba.

2.4 Notification of Selection: The winner will be contacted via email at least three (3) times within the fourteen (14) days after the draw. If the winner does not respond in that time, another entrant will be randomly selected, and the initial winner will be disqualified and will have no recourse toward DUC, or anyone involved in the Sweepstakes. In order to win, the winner will be required to sign a Declaration and Release Form confirming compliance with the Sweepstakes Rules, acceptance of the Prize as awarded and releasing DUC, or anyone involved in the Sweepstakes, from all liability relating to the Sweepstakes. No substitution for, or transfer of, the Prize will be allowed. The Prize cannot be exchanged for cash. The winner will have seven (7) business days from the date of receipt to return a signed copy of the Declaration and Release Form to DUC or its representative – by 5:00 p.m. CT on the seventh business day. The form can be returned by email. Email must be confirmed as received by DUC. If the winner does not do so within this period of time, another entrant will be randomly selected, and the initial winner will be disqualified and will have no recourse towards DUC, or anyone involved in the Sweepstakes.

3. General Rules

3.1 The Prize claim is subject to verification by DUC and/or its designated representatives. DUC will be the sole and final reference source in validating a Prize claim. DUC shall have the right at any time to require proof of identity and/or eligibility to enter the Sweepstakes. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied for the purpose of the Sweepstakes must be truthful, complete, accurate and in no way misleading. DUC reserves the right, in its sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

3.2 By participating, each entrant and the selected eligible winner agrees: (a) to be bound by these Rules and the decisions of DUC made thereto; (b) to release and hold harmless DUC and YETI®, and their respective affiliates, subsidiaries and independent contractors, and their respective directors, officers, employees, agents and representatives including advertising and promotion agencies from any and all liability for claims/damages including, but not limited to, claims/damages for personal injury, for property damage with respect to acceptance, possession or use or misuse of the Prize or participation in the Sweepstakes; (c) in accordance with this clause, to permit DUC and YETI® to use their submission, their name, province of residence, photograph, or any likeness and any statements they may make regarding the Prize for advertising or publicity purposes worldwide in perpetuity and in any form of media now or hereafter devised worldwide, without any additional compensation; (d) that they own all right, title and interest in any materials submitted to DUC, and that they grant DUC an irrevocable worldwide, unlimited licence in perpetuity, to use the submitted materials as DUC sees fit; and (e) the winner agrees to sign a Declaration and Release Form to this effect and submits that fully executed Declaration and Release Form within the period of time required.

3.3 DUC's computer shall be the official time clock for the Sweepstakes with respect to Entries submitted. Entrants are solely responsible for Internet connectivity, software and/or hardware that may be required in order to create and/or submit any Entry.

3.4 Entrants may be given the option to receive commercial electronic messages (e.g., emails) and/or other communications from DUC and/or YETI®; however, eligibility to participate in the Sweepstakes is not dependent upon an entrant's consent to receive such messages and communications and consenting to receive such messages and communications will not impact an entrant's chances of winning.

3.5 The decisions of DUC in relation to this Sweepstakes will be final and binding on all entrants.

3.6 DUC shall not be responsible for incorrect or inaccurate transcription or registration of Sweepstakes Entry information, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, faulty, incomplete, incomprehensible, or erased computer or network transmissions, line failures of any telephone network, failure of computer equipment, software, inability to access any online service or web site, inability to submit the online registration, or any other error or malfunction, whether caused by website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes, or any injury or damage to entrant's or any other person's computer or device related to or resulting from participation or downloading any materials in this Sweepstakes, or for late, lost, stolen, illegible or misdirected Entries.

3.7 DUC reserves the right to cancel, terminate or suspend the Sweepstakes, at its sole discretion, in the event of a technical failure, computer virus or bug, unauthorized human intervention, fraud or any other occurrence or cause beyond its control that corrupts or adversely affects the administration, security, fairness or normal operation of the Sweepstakes.

3.8 Persons who tamper with or abuse any aspect of the Sweepstakes, website or platform or attempt to undermine the legitimate operation of the Sweepstakes by cheating, deception or other unfair playing practices, or intend to annoy, abuse, threaten or harass any other entrant or DUC's representatives or who are in violation of these Rules, as solely determined by DUC, will be disqualified and all associated Entries will be void.

3.9 If a selected entrant is awarded the Prize due to a system or human error, malfunction or defect, the entrant will be notified upon discovery by DUC, the Prize will be reclaimed by DUC and the Prize will be returned to be re-awarded in DUC's sole discretion.

3.10 Under no circumstances will DUC and its affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies be required to award more Prizes than what is indicated in these Rules or award the Prize other than in accordance with these Rules. The failure of DUC to enforce any term of these Rules shall not constitute a waiver of that provision.

3.11 The Sweepstakes is subject to all federal, provincial and local laws and all disputes will be resolved in the Province of Manitoba. Personal information collected by DUC will not be shared with or sold to other parties unless compelled to do so by court order or other valid legal or regulatory requirement.

3.12 All personal information is collected and used for the purpose of allowing individuals to enter into the Sweepstakes and for awarding the Prize. Personal information is stored in accordance with PIPEDA. Only an individuals' first name and general geographic location will be disclosed to associate the Entry with the individual entrant for marketing and promotion purposes on all available social, internal and external media.

3.13 The interpretation of these Rules is subject to the laws of the Province of Manitoba and all entrants agree to be bound by the laws of the Province of Manitoba.

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