

## OFFICIAL RULES FOR THE HOUSE OF JERKY ADVENTURE BAG SWEEPSTAKES

No Purchase Necessary. A Purchase Will Not Increase Your Chances of Winning.

1. **Eligibility:** The House of Jerky Adventure Bag Sweepstakes (the “Sweepstakes”) is open to legal residents of the United States who are at least eighteen (18) years old. Employees of Promoter (defined below), its parent, subsidiaries or affiliates, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, are not eligible to enter the Sweepstakes. The Sweepstakes is subject to federal, provincial, and local laws and regulations, and is void where prohibited.
2. **Promoter:** The Sweepstakes is sponsored by House of Jerky, P.O. Box 6385 Evansville Indiana USA 47719 (the “Promoter”).
3. **Agreement to Official Rules:** By entering the Sweepstakes, you indicate your full and unconditional agreement to, and acceptance of, (a) these Official Rules and (b) Promoter’s decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
4. **How to Enter:** Entrants must either (i) complete in full the online Sweepstakes entry form found within or linked from Promoter’s digital ads on Facebook pertaining to the Sweepstakes, in each case, during the Entry Period (as hereinafter defined). Entrant must opt-in to marketing on entry form for the entry form to be considered complete in full, for Sweepstakes purposes. ENTRANT MUST OPT-IN TO MARKETING ON ENTRY FORM FOR THE ENTRY FORM TO BE CONSIDERED COMPLETED IN FULL, FOR SWEEPSTAKES PURPOSES There is a limit of one (1) entry (regardless of method of entry) per person and e-mail address. Subsequent entries will be void. All information submitted will be subject to, and used in accordance with, Promoter’s Privacy Policy available at [michaelkors.com](http://michaelkors.com). The Sweepstakes begins at 12:01 AM EDT, on October 1, 2020, and ends at 11:59 PM EDT, on October 31, 2020 (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. The use of an agency or any automated system to enter is strictly prohibited and Promoter reserves the right to disqualify any entries received through such methods. Promoter’s computer is the official time-keeping device for the Sweepstakes.
5. **Drawing:** On or around October 31, 2020, Promoter will select one (1) winner, followed by ten (10) (each as hereinafter defined) in a random drawing of all entries received during the Entry Period. Promoter will contact the potential Grand Prize winner via email on or around October 31, 2020, using the information provided on each selected entry form. The odds of being selected depend on the number of entries received.
6. **Potential Winner Requirements:** Promoter will attempt to notify each potential winner within one (1) business day of the date of selection, using the information included on the selected entry form. If a potential Runner-Up Prize winner does not respond within three (3) days of Promoter’s initial contact attempt, Promoter may redraw for said Runner-Up Prize; if

the potential Grand Prize winner does not respond within three (3) days of Promoter's initial contact attempt, Promoter may redraw for the Grand Prize. Except where prohibited, each winner may be required to complete and return a declaration of eligibility, a liability/publicity release, and a confidentiality agreement. If a potential winner fails to return the required documents in a timely manner and/or if a potential winner fails to accept the prize in accordance with the timeline above, an alternate entrant may be selected in his/her place in a random drawing of all remaining entries received during the Entry Period.

7. Prizes: One (1) Grand Prize winner will receive a House of Jerky Adventure Bag with six (6) 2oz packages of House of Jerky jerky, as selected by House of Jerky. All details of prizes to be determined by Promoter. The total value of all prizes (one (1) Grand Prize) is approximately USD \$65.00. The value of each of the prizes may be treated as income to the applicable winner and thus the winner may be responsible for payment and reporting of any applicable taxes. We encourage you to consult your tax advisor to determine how winning this prize may affect your tax obligations. The prize is not transferable. No cash or other substitution is allowed except by the Promoter or its representative who may substitute a prize (or component thereof) with another prize (or component thereof) of equal or greater value if the advertised prize or component thereof (including as to size and/or color) becomes unavailable, as determined by the Promoter in its sole discretion. Each potential winner must supply at the time of prize acceptance, a valid U.S. postal address or e-mail address (as applicable) to which the prize shall be mailed at Promoter's expense. If repeated attempts to contact a potential winner to arrange for fulfillment of the prize are met with no response, the prize will be forfeited and the Promoter has the right to select an alternate winner in a random drawing of the remaining entries received.

8. General Conditions: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, Promoter may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) award the prize at random from among the eligible entries received up to the time of the impairment. Promoter reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes, or to be acting in violation of these Official Rules or in a disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Promoter reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Promoter to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Promoter by mail shall not be deemed proof of receipt by Promoter. The Sweepstakes is subject to all applicable laws and regulations and is void where prohibited.

9. Release and Limitations of Liability: By participating in the Sweepstakes, to the extent permissible by law, you agree to release, on behalf of yourself, successors, heirs, personal representatives and assigns, and hold harmless Promoter, its respective parent(s), subsidiaries, affiliates and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any and all costs arising out of any claim or cause of action, now known or hereafter known, to the extent arising out of or related to your participation in the Sweepstakes or receipt, acceptance, possession and/or use of any prize, or of any misuse or malfunction of any prize awarded, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; (f) injury or damage to persons or property, including from your and/or any third party use of the prize; or (g) any warranty with respect to any prize or component thereof. You further agree, to the extent permissible by law, that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorneys' fees. To the extent permissible by law, you waive the right on behalf of yourself, successors, heirs, personal representatives and assigns to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages regardless of whether Promoter knew or had reason to know of the possibility thereof. You acknowledge and agree that your participation in the Sweepstakes and your receipt or use of any prize is done solely at your own risk. The Released Parties are not responsible for the errors, omissions, acts or failure to act of any party or entity conducting a specific activity on its behalf in connection with the Sweepstakes. THE PRIZES ARE AWARDED "AS IS" AND PROMOTER DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ANY AND ALL, REPRESENTATIONS AND WARRANTIES OF ANY KIND REGARDING THE PRIZES.

10. Publicity: Except where prohibited, participation in the Sweepstakes (including use of any prize) constitutes your consent to Promoter's and its agents' use of your name, likeness, photograph, video, prize footage, voice, opinions and/or hometown and state for promotional purposes worldwide, in perpetuity, in any and all media, manner, and formats not known or hereafter devised, without further payment or consideration.

11. Disputes: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Evansville, Indiana. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Promoter in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of Indiana, without giving effect to any choice of law or conflict of law rules (whether of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Indiana.

12. Results: To request the name of the winner, send a self-addressed, stamped envelope to: House of Jerky P.O. Box 6385 Evansville Indiana USA 47719. Requests must be received by November 20, 2020.