

**Johnson Outdoors, Inc. – Minn Kota**

**LOCK DOWN A TALON Sweepstakes  
Contest Rules and Information**

**2015 OFFICIAL RULES (“Official Rules”)**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS WITH MAILING ADDRESSES WITHIN THE 50 UNITED STATES, DISTRICT OF COLUMBIA AND CANADA WHO ARE 18 YEARS OF AGE OR THE LEGAL AGE OF MAJORITY IN THEIR JURISDICTION OF RESIDENCE AS OF DATE OF ENTRY. VOID WHERE PROHIBITED.

**1) SPONSOR and ADMINISTRATOR:** The “Lock Down a Talon” Sweepstakes (the “Sweepstakes”) is sponsored by Minn Kota – a brand of Johnson Outdoors Marine Electronics, Inc. (“Sponsor”), 555 Main Street, Racine, WI 53403.

**Ascent CRM** (“Administrator”), 1680 38<sup>th</sup> Street, Suite 110, Boulder, CO 80301, is an impartial service provider for the purpose of collecting entrant data and providing software to randomly select a Sweepstakes winner.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. By entering, you understand that you are providing your information to the Sweepstakes Sponsor, and not to Facebook. Any questions, comments or complaints regarding this Sweepstakes should be directed to the Sponsor, not Facebook. Personal information you provide in this Sweepstakes will only be used as provided in Sections 11 -13 of these Official Rules.

**2) ELIGIBILITY:** The Sweepstakes is open to legal residents with mailing addresses within the 50 United States, District of Columbia and Canada, who are at least eighteen (18) years of age, or the legal age of majority in the jurisdiction in which he/she resides, as of date of entry and connected to (‘Like’) the [www.facebook.com/MinnKota](http://www.facebook.com/MinnKota) page and “Sweepstakes” on Facebook. Employees and immediate family members of Johnson Outdoors, Inc. and its subsidiaries are not eligible to participate.

Employees, directors, officers, agents and representatives of “Sponsor”, “Administrator”, Facebook, and each of their respective parents, subsidiaries, affiliates, and all of their respective agents, representatives, advertising, promotion, publicity, fulfillment agencies, suppliers, distributors, and any other entity or person involved with the development, production, design, distribution, administration or execution of this Sweepstakes (collectively, the “Released Parties”), as well as the immediate family members (i.e., spouses, parents, children, siblings and their respective spouses, regardless of where they reside) and persons residing in the same household of each, whether or not related, are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void in Rhode Island and where prohibited, restricted or taxed by law.

**3) TIMING:** The Sweepstakes begins at 12:00:00 AM CST on February 18<sup>th</sup>, 2015, and ends at 11:59:59 PM CST on March 15<sup>th</sup>, 2015 (the “Sweepstakes Period”). Administrator’s computer is the official timekeeping device for the Sweepstakes.

**4) HOW TO ENTER:** To enter anytime during the Sweepstakes Period, visit [www.facebook.com/MinnKota](http://www.facebook.com/MinnKota) and follow the onscreen prompts to complete the entry form by submitting your name and other required information. Each eligible person who submits a completed entry form in compliance with these Official Rules will receive one (1) entry per day in the Sweepstakes (an eligible “Entry”).

Limits on Entries: Only one (1) entry per person, email address, Facebook Identity and/or user account will be accepted and each person is only eligible to win one (1) “prize” as defined in Section 6. Entries received in excess of the stated per-person/per-day limit are void. Completed entries must be entered electronically during the Sweepstakes Period and received by 11:59:59 PM CST on Sunday, March 15<sup>th</sup>, 2015.

Each entrant must personally enter his/her entry and may not delegate by proxy or otherwise authorize another to enter on his/her behalf, whether or not using the entrant’s name, email address and/or Facebook Identity. Entries generated by script, macro or other automated means, or with the intent to subvert or circumvent the entry process are void.

An entrant is not a winner of a Prize in this Sweepstakes, unless and until the entry and the entrant’s eligibility has been verified. Sponsor and/or Administrator will not accept screenshots or other evidence of winning in lieu of its verification process. Proof of submission of an entry is not proof of delivery or receipt of such entry by Sponsor and/or Administrator.

## **5) WINNER SELECTION AND NOTIFICATION:**

Weekly Prizes = One (1) entry shall be drawn at random via computer for purposes of awarding Weekly Prize on the following dates:

- One (1) winner drawn on Monday, February 23<sup>rd</sup>, 2015
- One (1) winner drawn on Monday, March 2<sup>nd</sup>, 2015
- One (1) winner drawn on Monday, March 9<sup>th</sup>, 2015
- One (1) winner drawn on Monday, March 16<sup>th</sup>, 2015

Weekly Prize Winners will be drawn from all eligible Entries, and Entrants can only win one (1) Weekly Prize during the Contest.

The winners will be notified by email, mail or telephone using the contact information provided at the time of entry and may be required to complete and return a W-9 and an Affidavit of Eligibility, Liability/Publicity Release in the form provided by Sponsor within seven (7) days of attempted notification as a condition of receiving the prize. If the winner cannot be contacted, is contacted and does not respond as directed within seven (7) days of attempted notification, refuses the prize or is ineligible to accept the prize, or if the attempted prize notification is returned as undeliverable, the prize may be forfeited and awarded to an alternate winner, in Sponsor’s sole discretion.

Canadian residents selected as a winner will be required to complete a skills challenge (consisting of a three-part mathematical question) to win a prize. Failure to complete the skill component will result in Canadian winners forfeiting the prize.

## **6) PRIZES; GIFTS:**

Prizes: Total of four (4) Prizes. One (1) prize will be awarded to four (4) unique winners in this Sweepstakes. Total Approximate Retail Value of each Prize is \$2,149.00. Odds of winning the Prize depends on the number of eligible, verified entries received in this Sweepstakes.

The Prize will be awarded “as is” with no warranty or guarantee, either express or implied. All prize details are at Sponsor’s sole discretion and may not be substituted, sold, assigned or transferred, or redeemed for cash; however Sponsor reserves the right, at its sole discretion, to substitute the Prize with one of comparable value. Once issued, Prize will not be replaced if lost or stolen. Winner is solely responsible for all applicable local, state and/or federal taxes or other costs and expenses associated with prize acceptance and use.

Only the advertised number of prizes, those claimed in accordance with these Official Rules, will be distributed. Winner will be required to provide a U.S. shipping address, W-9 and proof of residency in order to claim prize.

## **7) AGREEMENT TO OFFICIAL RULES AND DECISIONS OF SPONSOR AND ADMINISTRATOR:**

Receiving a Prize is contingent upon verification of eligibility and compliance with these Official Rules. Participation in the Sweepstakes and/or receipt of a Prize or any gift constitutes each entrant’s, gift recipient’s and winner’s (each a “Participant,” collectively, “Participants”) full and unconditional agreement to and acceptance of these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Sweepstakes.

**8) PUBLICITY:** By participating in this Sweepstakes each Participant hereby (i) grants to Sponsor the irrevocable, worldwide, perpetual, royalty-free, non-exclusive, transferable right to access, use, publicly display, distribute and otherwise exploit in any manner his/her entry, along with his/her name, Facebook Identity, or user or screen name, likeness, photograph, voice, opinions, biographical information, testimonial statements, hometown and state on and through the “minnkotamotors.com” page and “Lock Down a Talon” tab on Facebook, the minnkotamotors.com website, and/or other website(s) owned and/or controlled by Sponsor (collectively, the “Site”), in and in connection with promotion, publicity and advertising for this Sweepstakes, or other promotion, advertising and publicity for Sponsor, or other commercial purposes, in any media or medium (whether now or hereafter known) and through any media channels, without any restrictions, or further attribution, notification, or compensation to Participant/s, except where prohibited by law; and (ii) grants to users of the Site, a perpetual, worldwide, royalty-free, non-exclusive license to access, distribute and/or display his/her entry through the Site and to rate, review, comment on, “Like” and/or tag the entry and share the entry using commercially available means.

**9) RELEASE OF CLAIMS; LIMITATIONS OF LIABILITY:** Sponsor, Administrator and their respective parents, subsidiaries and affiliates, (the “Released Parties” do not guarantee the

processing or posting of any entry and are not in any way responsible or liable for any loss (including, but not limited to, direct, indirect or consequential loss, or loss of opportunity), injury, damage, cost, expense, or claim arising from or in relation to the Sweepstakes, participation in the Sweepstakes or any Sweepstakes-related activity, or any entry submitted, or for the authorized or unauthorized actions of Participants, or other third parties. By participating in the Sweepstakes each Participant agrees to release and hold the Released Parties harmless from and against any claim or cause of action, including but not limited to personal injury, death, or damage to or loss of property resulting from their participation in the Sweepstakes or any Sweepstakes-related activity, or the shipping and handling, receipt, possession, loss, use or misuse of a Prize awarded, or the fraudulent activities of others, or for events requiring a cancellation or postponement of the Sweepstakes, or the lost, late, intercepted, incomplete, incorrect, inaccurate, delayed, illegible, garbled, damaged, or misdirected entries or entries not otherwise received by Sponsor or Administrator, or for hardware or software malfunctions, failed or unavailable network connections, or delayed electronic or other communications, errors, difficulties or impediments of any kind, whether human, electrical or technical in nature, relating to or in connection with the Sweepstakes, its administration, the processing of entries, or the announcement or publication of a Prize or winner.

Participants assume sole liability and accept all risk of loss for injuries, including personal injuries and/or damage to property, caused or claimed to be caused by participation in the Sweepstakes, or the acceptance, shipping and handling, receipt, possession, loss, use or misuse of a Prize awarded.

**10) GENERAL CONDITIONS:** Use of a false email account will disqualify an entry. In the event of a dispute as to any entry, or the identity of a Participant, the entry at issue will be deemed to be made by the authorized account holder and natural person assigned by an Internet access provider to the email addressed associated with the entry and he/she may be required to show proof of being the authorized account holder and must comply with these Official Rules.

Sponsor and/or Administrator have the right, in their sole discretion, to reject or void any entry and/or to disqualify any Participant that subverts, circumvents, tampers with, or attempts to tamper with, the entry process or the lawful operation of the Sweepstakes or the Site, or who it finds to be acting in an unsportsmanlike or disruptive manner, or in a manner otherwise in violation of these Official Rules. Sponsor and/or Administrator reserves the right to cancel, terminate or modify the Sweepstakes, or any portion, if in their sole opinion it has been compromised, corrupted, or cannot be completed as planned due to computer virus, bugs, tampering, unauthorized intervention, technical failures, or other conditions beyond Sponsor's and/or Administrator's control, including without limitation, an insufficient volume of eligible entries, and to select potential winner(s) from eligible, non-suspect entries received on or before the termination date.

Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. While Sponsor and/or Administrator may take action against fraudulent activities of which they become aware, Sponsor and/or Administrator assumes no responsibility or obligation to proactively police Participants' activities, or to investigate any or all claims of fraudulent

activity. Sponsor's and/or Administrator's failure to enforce any provision of these Official Rules shall not constitute a waiver of that or any other provision of these Official Rules.

As a condition of entering, participants agree that (1) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim direct, indirect, punitive, incidental, consequential, special or any other damages, other than for actual out-of-pocket costs incurred, (2) the Contest will be administered in Wisconsin and all causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action and shall be brought in a court of competent jurisdiction in the State of Wisconsin applying Wisconsin law; and (3) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event shall attorney's fees be awarded.

Released Parties are not responsible for typographical errors, security, technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, or un-received, late, or illegible mail whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Contest or by technical or human error which may occur and/or which may damage a user's system or limit a participant's ability to participate in the Contest and/or redeem prizes in the Contest, or any virus, bugs, non-authorized human intervention or other causes that may corrupt or impair the administration, prize redemption, security, fairness or proper play of the Contest (including but not limited to attempts to hack into or otherwise tamper with underlying source code/programming of the Contest). By accepting the prize, each Winner agrees that Sponsor and each of their respective designees may use Winner's name, likeness, photograph and/or biographical information (including city and state/province of residence), in any medium now or hereafter devised worldwide without limitation, for advertising, promotional and trade purposes without further consideration or compensation, permission or notification, except where prohibited by law. Prizes are not transferable. No prize, cash or other substitutions allowed except at sole discretion of Sponsor or as otherwise provided herein.

**11) PERSONAL INFORMATION:** Personal information collected from Participants will be in accordance with these Official Rules for the purposes of administering this Sweepstakes. By entering Participants consent and agree to be contacted by Sponsor or Administrator by telephone, mail, or electronic message regarding this Sweepstakes. Except as otherwise stated in these Official Rules, or on the Site, personal information collected from Participants is subject to Sponsor's online Privacy Policy accessible at <http://www.johnsonoutdoors.com/corporate/contact/PrivacyPolicy.aspx> .

**12) OPTIONAL CONSENT TO DIRECT MARKETING:** Participants in this Sweepstakes have the option ("opt-in") to receive future direct marketing communications from Minn Kota. If at any time after opt-in a Participant no longer wishes to receive materials from Minn Kota, the Participant should visit the web page located at <http://www.minnkotamotors.com/Contact/> and submit the request to "opt-out".

**13) NAME OF WINNER:** Once the four (4) Prize winners have been determined and verified, the name of the Prize winners will be available by sending a self-addressed, stamped envelope

for receipt by March 15<sup>th</sup>, 2015 to: Minn Kota, Attn: Lock Down A Talon Promotion, 555 Main Street, Suite 230, Racine, WI 53403.

**14) SPONSOR:** Johnson Outdoors Marine Electronics, Inc., Attn: Lock Down A Talon, 555 Main Street, Suite 230, Racine, WI 53403, Phone: (262) 631-6600, Fax: (262) 631-6605

**15) NOTICE AND DISCLAIMER**

All Johnson Outdoors Inc. trademarks and copyrights used herein are the property of the applicable Johnson Outdoors Inc. entity. All rights reserved. All other trademarks related to the prizes are the property of their respective owners and no sponsorship, endorsement or affiliation is necessarily implied by their use in these Official Rules or in the Contest.

**16) DATA COLLECTION**

All information submitted by Entrants is subject to, and will be treated in a manner consistent with, the Johnson Outdoors Inc. Privacy Policy accessible at:

<http://www.johnsonoutdoors.com/corporate/contact/PrivacyPolicy.aspx>