

Rockport State Park Tagged Fish Challenge (RPSPTFC)

Official Rules

CONTEST OVERVIEW: The RPSPTFC Tagged Fish Challenge (the "**Contest**") begins at 6 a.m. on January 1st, 2018 and ends February 28th, 2018 at 5 p.m. Mountain Time ("**MT**") (the "**Contest Period**"). The Contest provides anglers the opportunity to participate in the Contest and the opportunity to catch tagged fish that can be redeemed for prizes. Businesses ("**Sponsors**") will be solicited to sponsor a tagged fish. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Utah State Parks and Utah Wildlife Resources ("**Officials**"), which shall be final and binding in all respects.

ELIGIBILITY: The Contest is open only to legal U.S. residents. Registration for the Contest is not required. A valid Utah Fishing or Combination license is required. Contest is void where prohibited by law. Employees, officers and directors of Sponsor, Official Contest Fish Taggers, prize providers, and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the Contest Entities), and their immediate family members and/or those living in the same household of each are ineligible to enter the Contest or win a prize. Only individuals may participate.

HOW IT WORKS:

Prior to the start of the Fishing Period, the Sponsors will stock 150 tagged Rainbow Trout into Rockport Reservoir, each tag will have a unique number. A specified number of tags will be randomly selected and correspond to larger prizes. The remaining tags will correspond to a specific prize. An angler catching one of the tagged trout that corresponds to one of the large prizes will give the tag to a Rockport staff member but WILL NOT be notified of what prize they have won until the end of the contest. The large prizes will be given out on March 3rd at 10 am. If a winner cannot be at Rockport at that time, they may make arrangements to pick up their prize any time after that date. The remaining tags will correspond to a specific prize and anglers catching one of these tags will receive their prize the day they turn the tag into Rockport staff. The \$1000 prize will come in the form of 2 visa gift cards. The winner will be responsible for the fees associated with the cards. Total value of the cards after fees will be \$984.10.

No prizes will be awarded to any participant presenting a tagged fish that has been caught other than during the Fishing Period. Tags must be presented to a staff member of Rockport State Park during the fishing period. All tagged fish must be caught in accordance with all state and local laws, codes, rules and regulations. Rules and regulations can be found at <http://wildlife.utah.gov/dwr/fishing/>. Sponsor will have no obligation to award any prize to any participant who does not comply with state and local laws, codes, rules and regulations.

PUBLICITY RELEASE: By participating in the Contest, in addition to any other grants which may be granted in any other agreement entered into between Officials and any participant in or winner of the Contest, each participant irrevocably grants the Contest Entities and their respective successors, assigns and licensees, the right to use such participant's name, likeness, and biographical information and any photos that may be submitted to the Website, in any and all media for any purpose, including without limitation, advertising and promotional purposes and hereby release the Contest Entities from any liability with respect thereto.

SPONSOR PRIZES: See Attachment

GENERAL PRIZE CONDITIONS: Prize winners, if any, shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential prize winner may be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**").

GENERAL LIABILITY RELEASE: By participating in the Contest, each entrant agrees that the Contest Entities (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or in any Contest related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of any prize, and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Prizes will only be awarded to a verified winner. The Contest Entities assume no responsibility for any damage to an entrant's or any other person's computer system which is occasioned by accessing the Website or otherwise participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or (if applicable) postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, web sites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of the prize or in any prize notification documents, or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. If, for any reason, the Contest is not capable of running as planned, including, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor reserves the right in its sole discretion to cancel, terminate, modify, suspend or extend the Contest Any attempt by an entrant or any other individual to deliberately damage the Website or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person in connection with the Contest, is in violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to disqualify the applicable individual and seek damages and other remedies from any such person to the fullest extent permitted by law. If any provisions of

these Official Rules are determined to be invalid or unenforceable, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision were not contained herein.

Governing Law/Jurisdiction: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF UTAH WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

WINNERS LIST: To obtain a copy of any legally-required winners list, send a self-addressed stamped envelope to: Rockport State Park 9040 N. Hwy 302 Peoa UT, 84061. All such requests must be received within six (6) weeks after the end of the Contest Period. Winners' names (if any) will also be posted on the Website.

Special Advisory, Utah: Before boating, fishing or recreating on Utah waters, familiarize yourself on how to stop the spread of Aquatic Nuisance Species. See this link before heading out to any Utah water body: <http://wildlife.utah.gov/habitat/ans>.