

2025 Northern Missouri Whitetail Archery Hunt Sweepstakes

OFFICIAL RULES

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL US RESIDENTS EXCLUDING FL AND NY. VOID WHERE PROHIBITED BY LAW. MANY WILL ENTER, ONE (1) WILL WIN. WINNER IS RESPONSIBLE FOR OWN TRANSPORTATION TO PRIZE LOCATION IN MEMPHIS, MISSOURI. By participating in this sweepstakes, you are providing your signature, consent and agreement to receive emails from BeAlive, Inc., the Sponsor of this promotion. Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules.

ENTRY PERIOD: The 2025 Northern Missouri Whitetail Archery Hunt Sweepstakes (the "Sweepstakes") begins on October 15, 2024 at 12:00 pm Eastern Time and ends on December 15, 2024 at 11:59 pm Eastern Time ("Sweepstakes Period"). Sponsor's time-keeping device is the official time-keeping device for this Sweepstakes.

SPONSOR AND OPERATOR: BeAlive, Inc., at 4400 James Savage Rd., Midland, Michigan, 48642 (the "Sponsor").

ELIGIBILITY: The Sweepstakes is open only to natural persons who are legal residents of the 50 United States, including the District of Columbia, and excluding Florida and New York, who are 18 years of age or older at entry ("Entrant"). Persons in any of the following categories are not eligible to participate or win a Prize: (a) persons who are employees or agents of the Sponsor or its affiliates or employees of an entity whose goods or services are within the Prize; and (d) employees of, persons in the immediate family of, or persons living in the same household as any person in any of the preceding categories (collectively, "Released Parties"). All federal, state and local laws and regulations apply. For the purposes of this Sweepstakes, "immediate family members" is defined as spouse, domestic partner, mother, father, grandmother, grandfather, children, siblings and their spouses, and "persons living in the same household" shall mean people who share the same residence whether legally related or not. This Sweepstakes is void wherever restricted or prohibited by law.

HOW TO ENTER: During the Sweepstakes Period eligible Entrants may enter the Sweepstakes in one of the following ways, with or without purchase – see below. There is a limit of a maximum 70 entries per person, regardless of entry method used.

1. Enter With Purchase: By visiting <https://bealiveactive.com/> ("**Online Store**") and making a qualifying purchase online. Upon the completion of a qualifying purchase during the Sweepstakes Period, the purchaser (to the extent meeting the criteria for an eligible Entrant) will automatically receive one (1) entry for each \$1.00 of merchandise purchased (excluding tax and shipping), up to one-hundred (100) entries or \$100.00, automatically on the online store (each, an "**Online Store Entry**"). **ONLINE STORE ENTRIES CAN ONLY BE RECEIVED BY PURCHASING PRODUCTS FROM THE WEBSITE.** All Online Store Entry related purchases must be completed no later than the end of the Sweepstakes Period to qualify for such entries. If, during the Sweepstakes Period the Entrant cancels their purchase, Sponsor issues a refund to an Entrant for the purchase, or if the Entrant initiates a credit card charge-back for any purchase which would qualify for an Online Store Entry from Sponsor, the corresponding number of entries associated within the

purchase which would qualify for Online Store Entries will be void and revoked.

ANY FRAUDULENT ACTIVITY IN CONNECTION WITH THIS SWEEPSTAKES IS STRICTLY PROHIBITED. IT IS FRAUDULENT TO PURCHASE ITEMS TO OBTAIN ENTRIES WITH THE INTENT TO RETURN THESE ITEMS DURING OR AFTER THE SWEEPSTAKES PERIOD OR INITIATE A CHARGEBACK AT ANY TIME. IF THE SPONSOR IDENTIFIES OR SUSPECTS THAT YOU ARE ENGAGED IN THIS OR ANY OTHER FRAUDULENT ACTIVITY, YOU WILL BE DISQUALIFIED AND MAY BE BANNED FROM ANY FURTHER SWEEPSTAKES OR PROMOTIONS OFFERED BY THE SPONSOR.

Bonus Entries Post Purchase: Once the Entrant has made a qualifying purchase, the Entrant will be prompted with ways to earn bonus entries: 5 additional entries for visiting the Sponsor's Instagram at <https://www.instagram.com/go.bealive/>, 5 additional entries for visiting the Sponsor's Facebook at <https://www.facebook.com/BeAliveOutside>, and 10 additional entries for subscribing to the Sponsor's YouTube page at <https://www.youtube.com/@gobealive>, for a total of twenty (20) bonus entries.

2. FREE ENTRY: Alternative Method of Entry (AMOE): Eligible Entrants may enter the Sweepstakes without purchasing or engaging in bonus entry activities by submitting a legibly handprinted standard 4" x 6" postcard (with no outer envelope) with the Entrant's name, street address, city, state or province, zip or postal code, country, telephone number, complete e-mail address, and mailing address to Sponsor as indicated below with a request to receive up to one-hundred and twenty (120) entries in this Sweepstakes. Requests will be deemed to request one-hundred and twenty (120) entries if silent on amount of entries.

BeAlive Inc.
Attn: Northern Missouri Whitetail Archery Hunt
Sweepstakes 4400 James Savage Rd.
Midland, MI 48642

Requests for free entry will not be returned or acknowledged and must be postmarked prior to the end of the Sweepstakes Period and received within three (3) business days afterward.

Any attempt to submit more than the maximum number of entries using multiple/different email addresses, mobile devices, identities or any other methods may void that entrant's entry. Entries generated by robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor. **DRAWING AND NOTIFICATION; ODDS TO WIN:** One (1) potential winner will be drawn randomly on or after the Sweepstakes Period ends (and the period for mail-in entry requests to be received thereafter has concluded). The potential winner will be notified by voice call and/or email as determined in Sponsor's discretion using the information provided in their entry. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period, regardless of entry method used to enter. Potential winner is required to respond to the initial notification attempt from Sponsor within 72 hours. If no response is received within the time allotted, one (1) alternate winner will be selected from among remaining eligible entries. Sponsor is not responsible for any failures in phone or email service, undeliverable notifications, or the potential winner's having changed their contact information or entered inaccurate or incomplete contact information, preventing their receipt of notification from

Sponsor. Failure to comply with these Official Rules may result in disqualification of potential winner and selection of an alternate potential winner (assuming time remains prior to Prize usage dates). **PRIZE:** One (1) winner will receive one (1) prize package (“Prize”). Prize is one fully guided, 4-night, 5-day whitetail archery hunt for a chance to take a world-class northern Missouri Whitetail buck in the 2025 archery hunting season. The hunt will take place at a private lodge in Memphis, Missouri. Exact private lodge details will be provided upon Winner acceptance and completion of the winner affidavit. **Winner is responsible for own transportation to Prize location in Memphis, Missouri. The hunt must be booked and completed between November 1 – 30, 2025 subject to availability.** Lodging and meals for one (1) winner will be provided during the 5-day hunt period. Transportation to and from the lodging to the hunting field for one (1) winner will be provided during the hunt period. Game caping and butchering will be included if the hunter is successful. The Approximate Retail Value (ARV) of the Prize(s) is \$7,500.00.

Prize does not include snacks, additional beverages, gratuities, travel and transportation to and from the Prize location, state regulated hunting licenses, big game tags, the packing and shipping of meat, and taxidermy. The guide for the hunt is Midwest Custom Hunts, over which Sponsor has no control. Inclement weather and other circumstances outside of the reasonable control of Sponsor, including cancellation, postponement, delay or other circumstances affecting the Prize, are outside of Sponsor’s control. Any unavailable portion of the Prize will be forfeit; Sponsor may but is not required to substitute other Prize components of equal or greater value of the Prize becomes unavailable in whole or in part. The Prize is not transferable by the winner to someone else. Winner is not eligible for any compensation from Sponsor if Winner is prevented to travel to the Prize location for any reason, fails to travel to it for any reason, is asked to leave for failure to comply with the Midwest Custom Hunts (Outfitter) policies or encounters any difficulties in traveling to/from or attending the Prize location. Sponsor has no obligation to award any unclaimed portion of the grand prize.

PRIZE CONDITIONS:

- Winner is responsible to comply with all bow and arrow possession and safety laws and applicable hunting laws. Winner may provide own archery equipment for hunt (if appropriate to the type of hunt) or use that made available during the hunt by the guide. Winner understands and agrees the open and obvious dangers of participating in hunting activities, which could result in physical injury, death, and property damage to winner.
- By accepting any Prize, the winner agrees to release the Sponsor and the parties helping fulfill the Prize (lodging, guide, Midwest Custom Hunts, Keefer Brothers, etc.) from any and all liability whatsoever for any injuries, losses, or damages of any kind to winner caused by entering the promotion or for damages of any kind caused by any Prize or resulting from acceptance, possession, or use/misuse of Prize awarded. No substitution or transfer of Prize or election of cash in lieu of Prize will be permitted, except by Sponsor in its discretion.
- Prizes are awarded "as is" with no warranty or guarantee, either express or implied. The Sponsor reserves the right at its sole discretion to substitute any part of the Prize package with another Prize of equal or greater value in the event that the Prize (or any component thereof) is not available.
- **Prize winner must be physically able to archery hunt. Prize winner will be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release to claim the Prize in a form provided to them to be returned within ten (10) days of receipt or the Prize may be forfeited, and an alternate winner may be selected. Prize winner will also be required to disclose their taxpayer number for the purpose of issuance of a Form 1099-Misc for tax purposes.**
- Winner is solely responsible for all applicable federal, state and local taxes and/or any

other fees/costs associated with the Prize or receipt of the Prize.

PUBLICITY RELEASE: By accepting a Prize, where permitted by law, the winner grants to the Sponsor and its designees (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation, in perpetuity, at any time the recipient's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes in connection with this Sweepstakes without further payment or additional consideration, and without review, approval or notification.

LIABILITY RELEASES: IN NO EVENT WILL SPONSOR, ITS AFFILIATES ADVERTISING AND PROMOTION AGENCIES, SUPPLIERS, PRIZE PROVIDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS (“**RELEASED PARTIES**”) BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE(S). By participating, entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Winner acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize. All entrants understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, territory, or country that may be applicable with respect to the foregoing release are hereby expressly and forever waived. All participating entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

Released Parties are not responsible for any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize. Without limiting the generality of the foregoing, entrants agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose. Released Parties are not responsible for any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects, delay in delivery or misdelivery of entries, notices or documentation in connection with this Sweepstakes; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties.

ADDITIONAL TERMS: Sponsor reserves the right, in their sole discretion, to modify, terminate or suspend this Sweepstakes (or any portion thereof) for any reason, including, but not limited to, viruses, worms, bugs, fraud, technical failures, non- authorized human intervention, or other

causes corrupt or impair the administration, security, fairness or proper play of the Sweepstakes (or any portion thereof) or for any other reason and, in the event of termination at its discretion, select winner(s) from those eligible, non-suspect entries received prior to event requiring such termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any wireless mobile device, wireless telephone network, wireless signal coverage or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet, unavailability of the data provider, website, microsite, internet service provider, social media platform(s) used for purposes of administering this Sweepstakes that may interfere with the Sweepstakes or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute over the identity of an Entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry, provided that person is eligible. Prize winner(s) may be required to show proof of being the registered account holder.

"Registered account holder" is defined as the person assigned to an email address by an Internet access provider, an organization responsible for assigning email addresses for the applicable domain, or to the responsible party associated with the account connected to the mobile number. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules and/or other instructions of Sponsor may be disqualified.

GOVERNING LAW: The parties agree that the Sweepstakes and these Official Rules will be governed, construed, and interpreted under the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Michigan.

DISPUTE RESOLUTION: BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR

ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Entrant, Sponsor, and the Released Parties (each, a "**Party**" and collectively the "**Parties**") each agree to fully and finally settle all disputes pertaining to the Sweepstakes, administration of the Sweepstakes, and/or these Official Rules only through binding arbitration (in each case, a "**Dispute**"); provided, however, (a) Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in or closest to, Midland, Michigan and any other court with jurisdiction over the Parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction.

The Parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator in an arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. The arbitration may be conducted in person, through the submission of documents, by phone, or online.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the AAA, and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("**AAA Consumer Rules**"), both of which are available at the AAA website: www.adr.org, unless otherwise mutually agreed between the parties. If an in-person hearing is required, except as otherwise required by applicable AAA rules or applicable law, then it will take place in Midland, Michigan or other location determined by the Sponsor. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the Dispute must be brought in a court of competent jurisdiction in Midland, Michigan. Sponsor agrees to pay the administrative and arbitrator's fees to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Midland, Michigan and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either Party related in any way to the Sweepstakes be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other entrant or claimant. You and each Party also agree that each Party may bring claims against the other in arbitration only in their respective individual capacities and in so doing **YOU WAIVE THE RIGHT TO A TRIAL BY JURY**, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules or any other guidelines, instructions, policies, or term will not constitute a waiver of that provision.

Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, Sponsor's Privacy Policy or Terms of Use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

USE OF DATA: All personal information submitted by Entrant will be treated according to Sponsor's privacy policy, available at <https://gobealive.com/privacy>. By participating in the Sweepstakes Entrant hereby agrees to Sponsor's collection and usage of their personal information for purposes of this Sweepstakes and in accordance with such privacy policy. Sponsor may send Entrants offers of interest by email; the recipient is free to unsubscribe from marketing emails from within the email. Unsubscribing will not preclude Sponsor's communication with the recipient regarding matters in relation to this Sweepstakes.

WINNERS LIST: To obtain the name of the winner or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: BeAlive, Inc. Attn: Northern Missouri Whitetail Hunt, 4400 James Savage Rd. Midland Michigan 48642 United States. Requests must be received no later than 90 days after the Sweepstakes Period ends.

Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship, or affiliation with Sponsor or the Sweepstakes.

ABBREVIATED RULES - Print Ads

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. This Sweepstakes is open only to natural persons who are legal residents of the 50 United States, including the District of Columbia, and excluding Florida and New York, who are 18 years of age or older as of the Sweepstakes start date. Sweepstakes ends December 15, 2024 at 11:59 pm Eastern Standard Time. For entry and official rules with complete eligibility, prize descriptions, odds disclosure and other details, visit <https://gobealive.com/missouri-hunt-sweepstakes>. Sponsored by BeAlive, Inc. Void where prohibited.

ABBREVIATED RULES - Digital Ads

NO PURCHASE NECESSARY. This Sweepstakes is open only to natural persons who are legal residents of the 50 United States, including the District of Columbia, and excluding Florida and New York, who are 18 years of age or older. Sweepstakes ends 12/15/2024. For entry and Official Rules visit <https://gobealive.com/missouri-hunt-sweepstakes>. Void where prohibited.