



# FREE GIVEAWAY

## NATIONAL *Catfish* MONTH

SEE BELOW FOR DETAILS



### 2019 Catfish Month Instagram Giveaway

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to U.S. legal residents aged 18 and over with valid email address. Employees and their immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) or those living in the same household (whether or not related) of Heartland Catfish Company, and their respective parents, affiliates, subsidiaries, prize suppliers, distributors and advertising and promotion agencies are not eligible to enter or win. Contestants may need to provide proof of residency upon request.
2. Agreement to Rules: By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Heartland Catfish Company as final and binding as it relates to the content of this Campaign.
3. Campaign Period: Entries will be accepted via Instagram starting August 2, 2019. All online entries must be received by August 16.
4. How to Enter: The Campaign must be entered by completing the three steps outlined in the Instagram post – entrant must like the specific post, follow @HeartlandCatfishCo on Instagram and tag a separate account user in the comments. Entrants will receive an additional entry by sharing the post to their personal Instagram story and tagging @HeartlandCatfishCo. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Heartland Catfish Company.

If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Heartland Catfish Company. This promotion is in no way sponsored by, endorsed by, administered by or associated with Facebook, Twitter or Instagram.

5. Prizes: The Winner of the Campaign (the “Winner”) will receive two (2) Heartland Catfish branded Yeti tumblers, along with an accompanied prize package. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by Heartland Catfish Company. No cash or other prize substitution shall be permitted except at the discretion of Heartland Catfish Company. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Heartland Catfish Company to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winner will be selected at random under the supervision of Heartland Catfish Company. Winner will be notified by Instagram direct message within 30 days following selection of Winner. Heartland Catfish Company shall have no liability for Winner’s failure to receive notices due to account settings. If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at Heartland Catfish Company’s sole discretion) WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

8. Rights Granted by You: By entering this content (e.g., photo, video, text, etc.), You understand and agree that Heartland Catfish Company, anyone acting on behalf of Heartland Catfish Company, and Heartland Catfish Company licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

9. Terms & Conditions: Heartland Catfish Company reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Heartland Catfish Company control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Heartland Catfish Company may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Heartland Catfish Company. Heartland Catfish Company reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Heartland Catfish Company has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Heartland Catfish Company reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Heartland Catfish Company and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant’s

participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: Contest is subject to all federal, state and local laws and regulations. Void where prohibited by law. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in the state of Mississippi having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Heartland Catfish Company website.

13. Sponsor: The Sponsor of the Campaign is Heartland Catfish Company. The Campaign is not affiliated with Instagram.