

## YOUR VORTEX: CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED. VALID IN THE 50 UNITED STATES, PUERTO RICO, GUAM, AND THE DISTRICT OF COLUMBIA ONLY. ENTRY IN THIS CONTEST CONSTITUTES YOUR ACCEPTANCE OF THESE OFFICIAL RULES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

The Your Vortex Campaign (the “Contest”) is designed to encourage eligible participants (“Entrants” or “You”) to share what “Your Vortex” means to them through video. Using the provided phrases, entrants should submit video(s) depicting a creative interpretation of a selected phrase. The phrases include: Your Workout, Your Vision, Your Defense, Your Everest, Your Lifestyle, Your Adventure, Your Tradition, Your Success, Your Motivation, Your Country, Your Front-Line, Your Story, Your Grit, Your Precision, Your Sanctuary. Judges will choose the winning entries, and prizes will be awarded in accordance with these Official Rules (these “Rules”).

1. **BINDING AGREEMENT:** In order to enter the Contest, you must agree to the Rules. Therefore, please read these Rules prior to entry to ensure you understand and agree. You agree that submission of an entry in the Contest constitutes agreement to these Rules. You may not submit an entry to the Contest and are not eligible to receive the prizes described in these Rules unless you agree to these Rules. These Rules form a binding legal agreement between you and Vortex Optics with respect to the Contest.
2. **ELIGIBILITY:** This contest is open to legal residents of the fifty (50) United States, the District of Columbia, PUERTO RICO, and GUAM who are 18 years of age or older. Employees of Vortex Optics (“Sponsor”), Sponsor Partners and their respective parents, subsidiaries, affiliates, advertising agencies and members of their immediate family (spouse, parent, sibling or child and their respective spouses, regardless of where they reside) and persons living in the same household of such employees, whether or not related, are not eligible to enter or win. Void where prohibited by law. Contest is subject to all applicable federal, state, and local laws.
3. **SPONSOR:** The Contest is sponsored by Sheltered Wings Inc., d/b/a Vortex Optics, a Wisconsin corporation with a principal place of business at 2120 W. Greenview Drive, Middleton, WI.
4. **CONTEST PERIOD:** The Contest begins on July 27th, 2017 at 8:00AM Central Standard Time (CST) Zone in the United States and ends on December 1st, 2017 11:59 PM Central Standard Time (CST) (“Contest Period”). All dates are subject to change. Video entries must be uploaded and received by Vortex by December 1st, 2017 at 11:59PM Central Standard Time (CST) in order to have been submitted within the Contest Period. Failure of a video entry to be received by December 1st, 2017 at 11:59PM Central Standard Time (CST), regardless of reason, disqualifies the video entry.
5. **HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN.** To enter the Contest, visit the Contest website located at <https://www.vortexoptics.com/YourVortex> (“Contest Site”) during the Contest Period and follow the instructions that appear under “How to Enter”. Click the “Enter” button at the bottom of the web page and you will be taken to a separate page where you will submit your official submission form (“Submission Form”). Fill in all requested

information on the submission form and click “Submit”. You will be taken to a confirmation page where you will click “Next” and you will be taken to a site (Dropbox) to upload your videos.

6. To upload videos via the digital upload tool, click “Choose from computer” on the Dropbox account page to select your video files. Once you have added all your files, click “Upload”. You do not need a Dropbox account to upload your videos. Vortex is not responsible for illegible or incorrectly submitted entries made via the digital upload tool.

7. Entries received without a completed Submission Form will be disqualified. Eligibility of individual entries will be at the sole discretion of Vortex, for any reason or for no reason, though specific reasons for disqualification may include use of inappropriate language or visuals. Vortex is not responsible for and will not consider incomplete or incorrect entries. Multiple entries received from any person in excess of the stated limitation will be void. All entries become the sole property of Vortex and will not be returned.

8. LIMITS. An eligible person is entitled to submit a total of 15 videos during the Contest Period. Subsequent video entries from an eligible person exceeding a total of 15 during the Contest Period will be disqualified. To be considered for the Contest, entries must be: (i) complete (as determined by Vortex); (ii) received by December 1st, 2017 at 11:59 PM Central Standard Time (CST) ; (iii) satisfy the Video Requirements outlined below in Section 9 and (iv) in English (unless otherwise specified). Machine or computer-generated mass entries will be disqualified. Any submission not meeting the aforementioned criteria will be disqualified. Vortex accepts no responsibility for submissions lost, delayed, damaged, defaced, or mislaid, howsoever caused. All entries will be deemed made by the Entrant submitted at the time of entry.

9. VIDEO REQUIREMENTS. The Video must meet the following criteria to be considered eligible for the Contest (“Video Requirements”):

- a. Video format criteria: (i) File size of a video must not exceed 200mb;
- (ii) Accepted video format: .mov, MP4, .mpeg4 or .wmv;
- (iii) Duration of a single video must not exceed 60 seconds.
- (iv) Resolution of 1280x720 or greater.

A video entry that fails to meet one or more of the video format criteria listed above shall be disqualified.

b. The video must not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortuous, slanderous, discriminatory in any way, or that promotes hatred or harm against any group or person, or otherwise does not comply with the theme and spirit of the Contest.

c. The video must not contain content, material or any element that is unlawful, or

otherwise in violation of or contrary to all applicable federal, state, or local laws and regulation including the laws or regulations in any state where the video is created.

d. The video must not contain any content, material or element that displays any third party advertising, slogan, logo, trademark or otherwise indicates a sponsorship or endorsement by a third party, commercial entity or that is not within the spirit of the Contest, as determined by Vortex, in its sole discretion.

e. The video must be original, unpublished works that does not contain, incorporate or otherwise use any content, material or element that is owned by a third party or entity.

f. The video cannot contain any content, element, or material that violates a third party's publicity, privacy or intellectual property rights.

g. The video is not the subject of any actual or threatened litigation or claim.

h. The Entrant does not include any disparaging remarks relating to the Sponsor, a competitor of Sponsor, or a third party.

10. During the Contest Period, the Sponsor, its agents and/or the Judges (defined below) will be evaluating the videos to ensure that they meet the Video Requirements. The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant who submits a video that does not meet the Video Requirements. Incomplete entries or entries not complying with these Rules are subject to disqualification.

11. Vortex has hired third-party administrator Social Yantra, Inc., d/b/a ReadyPulse, Inc. a Washington corporation ("ReadyPulse") to help manage submissions. ReadyPulse is an independent, third-party social content marketing services organization retained by Vortex to assist with the administration of this Contest. At times during the Contest, a ReadyPulse representative may contact an Entrant for customer service purposes. By entering, all participants agree to receive phone calls and emails from ReadyPulse.

12. JUDGING: Each video will be evaluated and scored by 7 judges based on the following "Criteria": (i) artistic skills including quality of the video; (ii) creativity and originality - considering the representation of the Contest theme "Your Vortex" using one of the given "Your \_\_\_" phrases, as well as the unique and novel approach to the video; (iii) communication of the Contest theme- how well the Entrant interprets what "Your Vortex" means to them; (iv) if using optics in the video, optics featured are Vortex Optics and (v) adherence to the Video Requirements and these Rules. Equal weight will be distributed across the five criteria.

The ten videos with the highest cumulative scores from each of the 7 judges will be Finalists. A random drawing will be used to determine the Grand Prize Winner from the ten Finalists.

One (1) potential Grand Prize winner will be selected in a random drawing from the ten (10) finalists, with the random drawing to be held within eight (8) weeks of Contest ending date.

13. Decisions of the judges are final and binding. In the event there are not enough eligible entries, not all prizes will be awarded. If a potential winner is unable for whatever reason to accept their prize, then Vortex reserves the right to award the prize to another entrant.

14. Notification of Finalists/Winners: Becoming a finalist is subject to validation and verification of eligibility and compliance with all the terms and conditions set forth in these Rules. If a potential finalist or winner is disqualified for any reason, the video that received the next highest total score will be chosen as the potential finalist or winner. The potential finalist(s)/winner(s) will be selected and notified by telephone and/or email, at Sponsor's discretion. If a potential finalist/winner does not respond to the notification attempt within three (3) days from the first notification attempt, then such potential finalist/winner may be disqualified and an alternate potential finalist/winner will be selected from among all eligible entries received based on the judging Criteria described herein. With respect to notification by telephone, such notification will be deemed given when the potential finalist/winner engages in a live conversation with Sponsor or when a message is left on the potential finalist/winner's voicemail service or answering machine by the Sponsor, whichever occurs first. Except where prohibited by law, each potential finalist/winner is required to sign and return an Affidavit of Eligibility and Liability and Publicity Release and provide any additional information that may be required by Sponsor. If required, potential finalists/winners must return all such required documents via fax (or as otherwise instructed) within forty-eight (48) hours and via U.S. Mail within seven (7) days following attempted notification or such potential finalist/winner will be deemed to have forfeited the prize and another potential finalist/winner may be selected based on the Judging Criteria described herein. All notification requirements, as well as other requirements within these Rules, will be strictly enforced. Determinations of Judges are final and binding. All potential finalists/winner agree to keep the video strictly confidential between submission and the video's final launch by Vortex.

15. PRIZES: One (1) potential Grand Prize winner will be selected in a random drawing from the ten (10) finalists to choose either from the hunting or tactical prize packs below:

The Hunting Prize Package consists of a Vortex Razor HD LH 3-15, a Fury binocular, a Vortex Razor HD Angled Spotter, a glass pack, t-shirt, hat, wristband, decal, defender flip cap.

The Tactical Prize Package consists of a Vortex Gen 2 PST 3-15, a Fury binocular, a Vortex Razor HD spotter angled, glass pack, t-shirt, hat, wristband, decal, and defender flip cap.

The remaining nine (9) finalists will each have the option to select either one (1) of the Vortex Razor HD LH 3-15 hunting riflescope or Vortex Gen 2 PST 3-15 tactical riflescope.

16. The time of the prize distribution will be provided to finalists/winners in the prize acceptance documents but will not be earlier than four (4) weeks from Sponsor's receipt of prize acceptance documents from finalists/winners. No transfer, substitution or cash equivalent for prizes is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if a prize cannot be awarded, in whole or in part, as described for any reason. Value is subject to market conditions, which

can fluctuate and any difference between actual market value and actual retail value will not be awarded. The prize(s) may be subject to restrictions and/or licenses and may require additional hardware, software, service, or maintenance to use. The winner shall bear all responsibility for use of the prize(s) in compliance with any conditions imposed by such manufacturer(s), and any additional costs associated with its use, service, or maintenance. Sponsor has not made and is not responsible in any manner for any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize(s), regarding the use, value or enjoyment of the prize(s), including, without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the prize or any components thereto.

17. TAXES: AWARDS OF PRIZES TO POTENTIAL WINNERS ARE SUBJECT TO THE EXPRESS REQUIREMENT THAT THEY SUBMIT TO VORTEX ALL DOCUMENTATION REQUESTED BY VORTEX TO PERMIT IT TO COMPLY WITH ALL APPLICABLE STATE, FEDERAL AND LOCAL TAX REPORTING ALL PRIZES WILL BE NET OF ANY TAXES VORTEX IS REQUIRED BY LAW TO WITHHOLD. TO THE EXTENT PERMITTED BY LAW, ALL TAXES IMPOSED ON PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNERS.

In order to receive a prize, potential winners must submit tax documentation requested by Vortex or otherwise required by applicable law, to Vortex or a representative for Vortex or the relevant tax authority, all as determined by applicable law. If a potential winner fails to provide such documentation or comply with such laws, the prize may be forfeited and Vortex may, in its sole discretion, select an alternate potential winner.

18. GENERAL CONDITIONS: All federal, state, and local laws and regulations apply. Vortex reserves the right to disqualify any Entrant from the Contest if, in Vortex's sole discretion, it reasonably believes that the Entrant has attempted to undermine the legitimate operation of the Contest by cheating, deception, or other unfair playing practices or annoys, abuses, threatens or harasses any other entrants, Vortex, or the Judges.

19. INTELLECTUAL PROPERTY RIGHTS: By submitting any video or information to Vortex, Entrant hereby grant to Vortex and its affiliates, subsidiaries, licensees and assigns, an irrevocable, perpetual and royalty-free right to use, reproduce, edit, display, transmit, prepare derivative works of, modify, publish and otherwise make use of the submitted photo or other information in any and all media, whether now known or hereinafter created, throughout the world and for any purpose. In addition to other things, the rights granted to Vortex include but are not limited to the right to resize, crop, censor, compress, edit, feature, caption, affix logos to, and to otherwise alter or make use of the submitted video.

You acknowledge and agree that Vortex shall have no obligation to post, display or otherwise make publicly available any video or information submitted by you, and may, in its sole and unfettered discretion, remove, edit, modify or delete any video or information that you submit to Vortex.

By submitting any video to Vortex, you hereby waive any privacy expectations that you may have with respect to any such video submitted by you to Vortex.

Photos or information submitted by you to Vortex shall be the property of Vortex, and Vortex shall have no obligation to preserve, return or otherwise make available to you or others any video or information so submitted.

20. **PRIVACY:** Entrants agree and acknowledge that personal data submitted with an entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Vortex and its affiliates for the purposes of conducting and administering the Contest.

21. **PUBLICITY:** By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by Vortex at Vortex's expense and agree and consent to use of their name and/or likeness by Vortex. Vortex will contact Entrants in advance of any Vortex-sponsored media request for interviews.

The videos may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the video. Vortex reserves the right to publish the name and likeness of the Entrants with the ten finalists and the Winner on the Contest Site or through other media for publicity purposes.

22. **WARRANTY AND INDEMNITY:** Entrants warrant that their videos are their own original work and, as such, they are the sole and exclusive owner and rights holder of the submitted video and that they have the right to submit the video in the Contest and grant all required licenses. Each Entrant agrees not to submit any video that: (a) infringes any third party proprietary rights, intellectual property rights, industrial property rights, personal or moral rights or any other rights, including without limitation, copyright, trademark, trade names, industrial designs, patent, trade secret, privacy, publicity or confidentiality obligations; or (b) otherwise violates applicable state, federal, or local law.

To the maximum extent permitted by law, Entrant indemnifies and agrees to keep indemnified Vortex at all times from and against any liability, claims, demands, losses, damages, costs and expenses resulting from any act, default or omission of the Entrant and/or a breach of any warranty set forth herein. To the maximum extent permitted by law, Entrant agrees to defend, indemnify and hold harmless Vortex from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (i) any video or other material uploaded or otherwise provided by Entrant that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any misrepresentation made by Entrant in connection with the Contest; (iii) any non-compliance by Entrant with these Rules; (iv) claims brought by persons or entities other than the parties to these Rules arising from or related to Entrant's involvement with the Contest; (v) acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in the Contest; (vi) any malfunction or other problem with the Contest Site in relation to the entry and participation in the Contest by Entrant; (vii) any error in the collection, processing, or retention of entry or voting information in relation to the entry and participation in the Contest by Entrant and in the voting process by consumers; or (viii) any typographical or other error in the printing, offering or announcement of any prize or winners in relation to the entry and participation in the Contest by Entrant.

23. ELIMINATION: Any false information provided within the context of the Contest by Entrant concerning identity, mailing address, telephone number, email address, ownership of right or non-compliance with these Rules or the like may result in the immediate elimination of the entrant from the Contest.

24. INTERNET AND DISCLAIMER: Vortex is not responsible for any malfunction of the entire Contest Site or any late, lost, damaged, misdirected, incomplete, illegible, undeliverable, or destroyed videos due to system errors, failed, incomplete or garbled computer or other telecommunication transmission malfunctions, hardware or software failures of any kind, lost or unavailable network connections, typographical or system/human errors and failures, technical malfunction(s) of any telephone network or lines, cable connections, satellite transmissions, servers or providers, or computer equipment, traffic congestion on the Internet or at the Contest Site, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions, which may limit Entrant's ability to participate. Vortex is not responsible for the policies, actions, or inactions of others, which might prevent Entrant from entering, participating, and/or claiming a prize in this Contest. Vortex's failure to enforce any term of these Rules will not constitute a waiver of that or any other provision. Vortex reserves the right to disqualify Entrants who violate the rules or interfere with this Contest in any manner. If an Entrant is disqualified, Vortex reserves the right to terminate that Entrant's eligibility to participate in the Contest.

25. RIGHT TO CANCEL, MODIFY OR DISQUALIFY: If for any reason the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Vortex reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest. Vortex further reserves the right to disqualify any Entrant who tampers with the submission process or any other part of the Contest or Contest Site. Any attempt by an Entrant to deliberately damage any web site, including the Contest Site, or undermine the legitimate operation of the Contest is a violation of criminal and civil laws and should such an attempt be made, Vortex reserves the right to seek damages from any such Entrant to the fullest extent of the applicable law.

26. NOT AN OFFER OR CONTRACT OF EMPLOYMENT: Under no circumstances shall the submission of a video into the Contest, the awarding of a prize, or anything in these Rules be construed as an offer or contract of employment with either Vortex, or the Contest Entities. Entrants acknowledge that they submitted their video voluntarily and not in confidence or in trust. Entrants acknowledge that no confidential, fiduciary, agency or other relationship or implied-in-fact contract now exists between Entrant and Vortex or the Contest Entities and that no such relationship is established by Entrant's submission of a video under these Rules.

27. FORUM AND RECOURSE TO JUDICIAL PROCEDURES: These Rules shall be governed by, subject to, and construed in accordance with the laws of the State of Wisconsin, United States of America, excluding all conflict of law rules. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. To the extent permitted by law, the rights to litigate, seek injunctive relief or make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and Entrants expressly waive any and all such rights.

28. ARBITRATION: Except where prohibited by law, by entering the Contest, you agree that (1) any and all disputes and causes of action arising out of or connected with this Contest, or prize awarded, shall be resolved individually, without resort to any form of class action; and (2) exclusive jurisdiction for any dispute, claim, or demand related in any way to the Contest will be decided by binding arbitration. All disputes between you and Vortex of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the Madison, WI, USA area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.