# Red Sky, Inc.
# 2021 Official Idaho Travel Guide Virtual Scavenger Hunt
# Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

1. Eligibility: Red Sky, Inc. ("Red Sky") 2021 Official Idaho Travel Guide Virtual Scavenger Hunt (the "Sweepstakes") is open to any natural person who is all of the following: (a) a legal resident of the United States (excluding legal residents of Florida, New York, and Rhode Island); and (b) eighteen (18) years of age or older at the time of entry. Employees of Red Sky, Idaho Department of Commerce – Tourism Development, Woobox LLC, and their parent and affiliate organizations as well as immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Sweepstakes is subject to applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. An affidavit of eligibility, release of liability, and/or prize acceptance agreement may be required.

2. Sponsor: Red Sky, Inc., 1109 West Main Street #400, Boise, Idaho 83702. Administrator: Red Sky, Inc., 1109 West Main Street #400, Boise, Idaho 83702.

3. Timing: The Sweepstakes begins on January 12, 2021 at 8:15 a.m. Mountain Standard Time ("MST") and ends on January 14, 2021 at 5:00 p.m. MST (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: There are two (2) methods of entry for this Sweepstakes (you may choose only one, per day):

a. Facebook, Inc. ("Facebook") Entry: During the Promotion Period:

i. Follow Visit Idaho on Facebook: www.facebook.com/VisitIdaho;
ii. Review clues posted at approximately 8:15 a.m. MST and 1:15 p.m. MST each day during the Promotion Period;
iii. Locate the answer to the clues on Visit Idaho's website in one of the following sections: 1) Things to Do: https://visitidaho.org/things-to-do/; 2) Travel Tips: https://visitidaho.org/travel-tips/; and 3) 2021 Official Idaho Travel Guide: https://issuu.com/visitidaho/docs/idahotravelguide_3d4d13844fc8b8?fr=sYzAzNDE2OTY0OQ;

iv. Take a screenshot of the answer and look for this icon:

v. Email the screenshot to IdahoVirtualScavengerHunt.FB@gmail.com along with your Facebook user name. Your profile must be public.

b. Instagram, Inc. ("Instagram") Entry: During the Promotion Period:

i. Follow Visit Idaho on Instagram: www.instagram.com/visitidaho;
ii. Review clues posted at approximately 8:15 a.m. MST and 1:15 p.m. MST each day during the Promotion Period;
iii. Locate the answer to the clues on Visit Idaho's website in one of the following sections: 1) Things to Do: https://visitidaho.org/things-to-do/; 2) Travel Tips: https://visitidaho.org/travel-tips/; and 3) 2021 Official Idaho Travel Guide: https://issuu.com/visitidaho/docs/idahotravelguide_3d4d13844fc8b8?fr=sYzAzNDE2OTY0OQ;

iv. Take a screenshot of the answer and look for this icon:

v. Email the screenshot to IdahoVirtualScavengerHunt.IG@gmail.com along with your full name, social media handle and phone number. Your profile must be public.

You automatically will receive one (1) entry into the Sweepstakes per day that you enter. You may earn an additional entries if you subscribe to the Visit Idaho newsletter: www.visit.idaho.gov and tag two friends in the original clue post.

Limit: Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations, and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder.

5. Drawings: Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. From all eligible entries received, administrator will randomly select one (2) winners on or around 5:01pm MST each day during the Promotion Period. The potential winners will be notified via email. It is each entrant's responsibility to set his or her account settings

to accept contacts by Sponsor and to timely check his or her account for any messages. Sponsor, Administrator, and all Sweepstakes entities are not responsible for failure of an entrant to contact Sponsor after being notified that he or she is a potential winner. If a potential winner cannot be contacted or fails to provide any other requested information within twenty four (24) hours, the potential winner forfeits his/her winner status. Only two (2) alternate drawings will be held, after which there will be no winner chosen. Receiving a prize is contingent upon compliance with these Official Rules.

6. Prizes: Six (6) prizes will be awarded. Each prize consists of one (1) Visit Idaho Adventure Pack. Approximate Retail Value ("ARV") of each prize: $350.00. The prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prizes for one of equal or greater value if the designated prizes should become unavailable for any reason. The prizes are limited solely to the items explicitly set forth herein and shall not include any and all other expenses, incidentals, taxes, or other costs that may arise out of the winner's acceptance and use of any prize. The winner is responsible for all taxes and fees associated with prize receipt and/or use. Red Sky may issue to the winner a 1099 IRS tax form for the value of the prize as stated in these Official Rules, and the winner may be required to sign an IRS Form W-9 or the equivalent. Odds of winning the prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) prize per person. Additional terms and conditions may apply.

7. Submission Content Guidelines: Submissions that do not meet the following "Content Guidelines" are subject to disqualification, at Sponsor's sole and absolute discretion.

In addition to the entry requirements in Section 4 of these Official Rules, entrants agree not to submit material that is copyrighted, trademarked, protected by trade secret or confidentiality, or otherwise subject to third-party proprietary rights, including privacy, personality, and publicity rights, unless entrant is the owner of such rights or has permission from the rightful owner to post the material and to grant Sponsor all of the license rights granted herein.

Submissions must not include material that is: a) sexually explicit, indecent, obscene, violent, hateful, tortuous, or defamatory; b) derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on protected class information; c) a violation of privacy or publicity rights; d) unlawful; e) harmful to other users of the Sweepstakes app, such as viruses, Trojan horses, or other technologies that could adversely impact the Sweepstakes; and/or f) disparaging to Sponsor or Administrator or is inconsistent with the positive images and/or goodwill to which Sponsor and Administrator wish to associate (at Sponsor's sole and absolute discretion).

8. Intellectual Property: Each entrant, upon submission of his/her entry to the Sweepstakes, irrevocably grants to Sponsors and each of their licensees, successors, and assigns, a perpetual, irrevocable, worldwide, non-exclusive, royalty-free, sublicenseable, and transferable license to use, reproduce, distribute, prepare

derivative works of, display, and otherwise exploit the submission, and all images, text, and materials depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised, for any purpose whatsoever, without limitation. To the extent necessary for Sponsors to exercise their rights under the foregoing license, entrants hereby grant Sponsors a perpetual, royalty-free, and irrevocable license to exploit any personality, publicity, or privacy rights in and to entrant's submission and in entrant's likeness as contain therein. Entrants grant permission to Sponsors and their designees to use their name, social media site username, email address, physical address, and photograph in a manner that is associated with entrant's submission, for advertising, trade, and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Entrants acknowledge that as a condition of participating in the Sweepstakes and/or being selected as a winner, Sponsors may request the entrant's submission, and any rights therein, be assigned to Sponsors, and entrants may be required to confirm such assignment by completing and submitting prize acceptance documents (and any other documents reasonably required by Sponsors) or such entrant will otherwise be disqualified from receiving his/her prize. Entrants must maintain the ability to assign all such rights to Sponsors free of any limitation, restrictions, or third-party obligations. Entrants agree that Sponsors have the sole discretion in determining the extent and manner and use of submissions and are not obligation to use any submission. Entrants agree not to issue any publicity concerning Sponsors. All submissions are available to be viewed by anyone with access to the Internet.

These Official Rules, the Sponsors' Sites, and all other giveaway-related materials are protected by Sponsors' copyrights. Copying or unauthorized use of any copyrighted materials, trademarks, or any other intellectual property without the express written consent of the owner is strictly prohibited.

Facebook is a registered service mark and the Facebook logo is a registered trademark of Facebook, Inc.

Instagram is a registered service mark and the Instagram logo is a registered trademark of Instagram, Inc.

9. Advertising Disclosures: The Sweepstakes is subject to the Federal Trade Commission ("FTC") Guides Concerning the Use of Endorsements and Testimonials in Advertising (the "Guides"). Pursuant to Section 5 of the FTC Act, entrants agree to: a) retain Sponsor's automatic disclosures in social media posts shared by entrants; or otherwise b) disclose in social media posts that by entering the Sweepstakes, entrants may receive a significant prize in exchange for endorsing Sponsor's products or services, or other affiliated third parties' products or services, through social media. An example of such disclosure might be: "#entry," "#contest," or "#sweepstakes." Sponsor will take reasonable steps to monitor entrants' compliance with the obligation to disclose material connections when endorsing Sponsor's products or services, or other affiliated third parties' products or services, through social media.

10. Release: By entering the Sweepstakes, entrants agree to release and hold harmless Sponsor, Administrator, Facebook, Instagram, Idaho Department of Commerce – Tourism Department, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees, and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize. Entrants agree that the Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Facebook or Instagram. Entrants also agree that they are providing information to Sponsor and Administrator and not to Facebook or Instagram.

11. Use of Data: Information collected from entrants is subject to Sponsor's Privacy Policy. Sponsor reserves the right to use any information related to the Sweepstakes, including information on entrants obtained through the registration for the Sweepstakes, in any manner permitted by Sponsor's Privacy Policy or these Official Rules. These Official Rules will govern in the event of any conflict between these Official Rules and Sponsor's Privacy Policy. Each entrant acknowledges and agrees that all entry data becomes the property of Sponsor and will not be returned. By entering the Sweepstakes, each entrant grants to Sponsor the right to use any of entrant's information in any media now known or hereinafter known throughout the world, without additional compensation or notification, except to the extent prohibited by law. By accepting a prize, the winner acknowledges and agrees to the use by Sponsor, without additional compensation or notification, of his or her name, email address, physical address, likeness, photograph, voice, and biographical material in any media now known or hereafter devised through the world in perpetuity for Sponsor's advertising, marketing, promotion, or other purpose, except to the extent prohibited by law.

12. General Conditions: Sponsor reserves the right to cancel, suspend, and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

13. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by

any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims. THE PRIZES ARE GIVEN AWAY BY SPONSOR "AS-IS." SPONSOR DOES NOT MAKE ANY, AND EXPRESSLY DISCLAIMS ALL, WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, REGARDING THE SWEEPSTAKES OR ANY PRIZE, INCLUDING WITHOUT LIMITATION ANY IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. NO SWEEPSTAKES ENTITIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SWEEPSTAKES, THESE OFFICIAL RULES, OR ANY PRIZE, HOWSOEVER CAUSED, WHETHER ARISING IN TORT, CONTRACT, STRICT LIABILITY, OR OTHER LEGAL THEORY, AND REGARDLESS OF WHETHER THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALL SUCH DAMAGES ARE HEREBY DISCLAIMED AND EXCLUDED.

14. Disputes: These Official Rules are governed by, and must be construed in accordance with, the laws of the State of Idaho (without giving effect to any conflict of laws principles). Except where prohibited by law, any disputes, claims, and causes of action between Sponsor and an entrant arising out of or relating to these Official Rules, the giveaway, or a prize shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association then effective, and any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by entrant relating to this giveaway, but in no event attorneys' fees, punitive, incidental, consequential, or other damages. All necessary proceedings shall take place in Ada County, Idaho. Sponsor and each entrant irrevocably waive any objection to the venue and jurisdiction of such courts. If any part of these Official Rules is held by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such part will be modified by such court to the minimum extent necessary to make it enforceable while preserving to the maximum extent possible the original intent of Sponsor, and the remaining parts of these Official Rules will remain in full force and effect.

15. Representations: By entering the Sweepstakes, each entrant represents and warrants to Sponsor that: (a) the entrant meets all eligibility requirements of the Sweepstakes (including, without limitation, that entrant is at least eighteen (18) years of age); (b) the entrant is the owner of the email address through which entrant registered for the Sweepstakes; and (c) in entering the Sweepstakes, the entrant will comply in all respects with these Official Rules and all applicable statutes, orders, regulations, and other laws.

16. Winners: To view winners, visit www.facebook.com/VisitIdaho and www.instagram.com/visitidaho. The winners will be posted after winner eligibility and confirmation is complete.

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