

## **2026 BEAR PAW BIRTHDAY PARTY GIVEAWAY**

### **Official Rules**

The "2026 BEAR PAW BIRTHDAY PARTY GIVEAWAY" (the "Giveaway") is sponsored by Bear Country, Inc. DBA Bear Paw Adventure Park (the "Sponsor"). The Giveaway is subject to these official rules (hereinafter "Rules"). By entering the Giveaway, you (herein "participant") hereby agree to and accept these Rules. All federal, state, local, municipal laws and regulations apply.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR CONTRIBUTION TO SPONSOR WILL NOT INCREASE YOUR CHANCES OF WINNING.

### **ELIGIBILITY**

To be eligible to enter the "2026 BEAR PAW BIRTHDAY PARTY GIVEAWAY" (the "Giveaway"), you must be 18 years of age or older as of the date of entry. Employees of Sponsor, other companies associated with the promotion of the Giveaway, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, and immediate family members (spouse, parents, siblings, and children) and/or those living in the same household of employees are not eligible to participate in the Giveaway. The Giveaway is subject to all federal, state, local, municipal laws and regulations.

### **GIVEAWAY PERIOD**

Entries will be accepted online starting at 12:01AM on Saturday, April 18th and ending at 11:59PM on Saturday, April 18th central standard time (the "Giveaway Period"). Entries submitted before or after the Giveaway Period will be disqualified.

### **HOW TO ENTER AND ENTRY RULES**

To enter the Giveaway, participants must submit their email, first and last name, and birthday on the Sponsor's landing page on their website. One entry per person. Sponsor reserves the right to disregard any entry that is late, misdirected, illegible, offensive, incomplete, or incorrect. Any attempt of circumvention of the rules will result in the immediate disqualification from the Giveaway.

### **ORIGINAL CONTENT; OWNERSHIP**

By participating in the Giveaway, each participant guarantees that they are the exclusive owner of the copyright and all other proprietary rights in any and all materials and content submitted by the participant to enter the Giveaway. The participant further claims and guarantees that they have the right to grant to any third party the right to use, reproduce, distribute, perform and display any photo submitted. All entries must have appropriate clearances, permissions and releases PRIOR to uploading, or may be eliminated from the Giveaway. Any unauthorized

samples or performances of another artist's material could be subject to fines, royalty fees, and/or legal action for which the participant agrees to indemnify, defend and hold Sponsor and its affiliates harmless.

## **RIGHTS GRANTED BY GIVEAWAY PARTICIPANTS**

By entering this Giveaway, the participant hereby grants to Sponsor and/or anyone acting on behalf of Sponsor the right, where permitted by law, to use the content and personal information for any promotional purposes without limitation and without any further compensation, notice, review, or consent. Such license includes Sponsor's right to use any photo submitted by a participant on Sponsor's website, marketing materials (both print and electronic) and social media.

## **DISCLAIMER OF RESPONSIBILITY**

Sponsor is not responsible for problems with Giveaway entries, including but not limited to, entries that are lost, late, misdirected, damaged, incomplete, illegible, or cannot be completed due to electronic or technical difficulties, even if the problem is the result of the sole or partial negligence of Sponsor a party acting on behalf of Sponsor.

## **PRIZES**

One winner will be randomly selected from all entries to receive a Bear Paw Birthday Party, valued up to \$308, described in full on Bear Paw Adventure Park's website. The prize cannot be redeemed for cash, substituted for another prize, and is non-transferable. The prize cannot be used for an existing birthday party already booked at Bear Paw Adventure Park, on holidays, or on shortened beach/operating days. Add-on options are not included in the prize. Prize-related expenses including all federal, state, and local taxes represent the sole financial responsibility of the winner. The prize is given with no written, express, or implied warranty. The Bear Paw Birthday Party will be distributed/scheduled via EMAIL/PHONE CALL, provided the winner has a valid email address and phone number. If a valid email address or phone number is not available, prizes can be scheduled by calling the Events Team at Bear Paw Beach at (262) 835-1336 Monday-Friday from 9AM-4:30PM. Birthday party dates are subject to availability. Birthday parties cannot be scheduled on holidays. Any prize not claimed within 30 days will be forfeited by the winner and remain the property of Sponsor.

## **WINNER SELECTION AND NOTIFICATION**

One winner will be randomly selected by Sponsor. Criteria for selection will include adherence to the questions/prompts posted by Sponsor. Winners will be notified via Facebook/Instagram and/or email/phone call on or after Monday, April 20th. Winners will be asked to provide a valid EMAIL/PHONE NUMBER for prize distribution. If a valid email address or phone number is not available, prizes will be distributed via the process described in "Prizes" above.

Sponsor is not responsible if the winner fails to receive the notice about the prize due to any security settings or provisions of incorrect contact information. If the winner fails to respond

within the required time period, the prize may be forfeited, and an alternate winner may be selected. If the winner is considered a minor in their place of residence, Sponsor reserves the right to place the prize in the name of the winner's parent or legal guardian who will be requested to sign the Declaration of Claim on the winner's behalf. Acceptance of the prize given in this Giveaway is in accordance with any and all federal, state, and local laws and regulations. If the winner is disqualified for any reason, Sponsor is not obligated to provide an alternate prize or extend the Giveaway period in any way, and all privileges as winner will be terminated immediately. Participants who provide false, fraudulent or deceptive entries or who engage in false, fraudulent or deceptive acts in connection with the Giveaway will be disqualified and subject to criminal prosecution.

### **HOW TO CLAIM THE PRIZE**

Prizes will be distributed via EMAIL/PHONE NUMBER if a valid email address is available. If a valid email address is not available, prizes can be scheduled by calling the Events Team at Bear Paw Beach at (262) 835-1336 Monday-Friday from 9AM-4:30PM.

### **TERMS & GENERAL CONDITIONS**

Sponsor reserves the right to cancel, terminate, modify or suspend the Giveaway should virus, bug, non-authorized human intervention, fraud, or any other cause affect the administration, security, fairness, or proper conduct of the Giveaway. If such a case occurs, Sponsor may select the winner from all entries received during the Giveaway Period. Any attempt by a participant to deliberately damage the winner selection process and the legitimate operation of the Giveaway may be a violation of criminal and civil laws.

### **LIMITATION OF LIABILITY**

By entering, participants and the winners agree to comply with all Rules as stated and agree to release, discharge, indemnify and hold harmless the Sponsor, and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors ("Promotion Entities"), Facebook and Instagram, and each of their respective officers, directors, employees, representatives and agents from and against any claims made by the winner, participants, or any other third parties, related in any way to the operation of this Giveaway as well as any other claims, damages or liability resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize and 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 participant's participation in the Giveaway 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, 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 Giveaway;
- v. Electronic or human error in the administration of the Giveaway or the processing of entries.

## **DISPUTES AND ARBITRATION**

**THIS GIVEAWAY IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND WISCONSIN, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. Any controversy or claim arising out of or relating to this Agreement shall be determined by binding arbitration before a single arbitrator, administered by American Arbitration Association in accordance with its Commercial Arbitration Rules. The place of arbitration shall be in Madison, WI. Judgment on any arbitration award may be entered by any court of competent jurisdiction. As a condition of participating in this Giveaway, participant further agrees that: (a) any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action; (b) the arbitrator may not consolidate proceedings of more than one participant's claims and may not otherwise preside over any form of a representative or class proceeding; (c) Sponsor agrees to pay all arbitration costs for non-frivolous claims brought by a participant; (d) for claims of \$10,000 or less, the participant can choose whether the arbitration proceeds in person, by telephone, or based only on submissions; (e) an participant may as an individual claim in small claims court in lieu of arbitration; and (f) Sponsor shall not be entitled to seek reimbursement for its attorneys' fees in such arbitration or small claims action. IN ANY SUCH DISPUTE, UNDER NO CIRCUMSTANCES SHALL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING REASONABLE ATTORNEY'S FEES, OTHER THAN ENTRANT'S ACTUAL OUT-OF-POCKET EXPENSES (I.E. COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES). ENTRANT FURTHER WAIVES ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR INCREASED.**

## **PRIVACY POLICY**

Information submitted with an entry is subject to the Privacy Policy stated on Bear Paw Adventure Park's website.

## **FACEBOOK AND INSTAGRAM**

The participant understands and agrees that any such promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.

## **LIST OF WINNERS**

For confirmation of the winners, send a self-addressed, stamped envelope to: BEAR PAW ADVENTURE PARK Attn: 2026 BEAR PAW BIRTHDAY PARTY GIVEAWAY– 8425 HWY 38 Caledonia, WI 53108