

KALAHARI EXPEDITION INSTANT WIN GAME AND SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING

ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OR OLDER AT TIME OF ENTRY.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

The Kalahari Expedition Instant Win Game and Sweepstakes ("Promotion") is sponsored by Kalahari Development, LLC ("Sponsor"), 1305 Kalahari Drive, Wisconsin Dells, WI 53965, and is administered by Prize Logic, LLC ("Administrator") 25200 Telegraph Road, Suite 405, Southfield, MI 48033.

- 1. PROMOTION PERIOD:** The Promotion begins on July 5, 2017 at 12:00 PM (noon) Eastern Time ("ET") and ends on September 16, 2017 at 11:59:59 PM ET ("Promotion Period"). The Promotion consists of an Instant Win Game ("Game") and a "Sweepstakes." The Administrator's computer is the official Promotion official clock.
- 2. ELIGIBILITY:** The Promotion is open only to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the time of entry. Employees of Sponsor, Administrator, and any of their respective owners, parent companies, affiliates, directors, subsidiaries, franchisees, representatives, advertising, promotion and production agencies, agents (collectively, the "Promotion Entities") and their immediate family members (*i.e.*, spouse, parent, child, sibling, and the "steps" of each) and persons living in the same household of each are not eligible to participate in the Promotion. Void where prohibited or restricted by law. All federal, state and local laws apply.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor and Administrator's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. Entrants and/or potential winners may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. For purposes of the Promotion, an entrant's residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. If it is discovered or suspected that an entrant has registered or attempted to register for the Promotion using multiple e-mail addresses or multiple identities, all of that entrant's entries will be declared null and void and any prize an entrant might have been entitled to win will not be awarded any may be revoked. Use of any automated system or any like methods to participate in the Promotion is prohibited and will result in disqualification of any entrant attempting such use.

- 3. HOW TO PLAY THE INSTANT WIN GAME:** An eligible entrant must visit <https://kalahariexpeditions.com> ("Website") and entering his/her email address. If it is the entrant's first time visiting the website, he/she must first register by entering the information requested on the registration page, including, but not limited to, complete first and last name (no initials), his/her date of birth, valid e-mail address, and agreement to these Official Rules.

Upon completing the registration steps, an entrant will receive one (1) opportunity to play the Game (“Game Play”). After completing the Game Play, the entrant will receive a message on-screen stating whether or not entrant has won a prize in the Game. Each potential Game Prize winner will receive an e-mail confirmation within approximately 24 to 48 hours from the time his/her entry is received at the e-mail address submitted when registering for the Promotion. Each entrant receiving an on-screen message stating that the entrant has won a prize will be deemed a potential winner pending confirmation and/or verification of entrant’s eligibility, Game Play and compliance with these Official Rules as determined by Sponsor and/or Administrator. Each potential winner will be provided with instructions on how to claim the prize, as set forth in Section 7 of these Official Rules.

For purposes of the Promotion, an entrant’s residential address and e-mail address will be the physical address and e-mail address submitted at the time of entry. Entrants will not be allowed to change their physical address or e-mail address. Each entrant may be required to furnish proof of identification and other proof of eligibility under these Official Rules. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the entrant or player. 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. Potential winners may be required to show proof of being the authorized account holder.

All potential winning Game Plays are subject to verification by Sponsor or Administrator, whose decisions are final and binding. An entrant is not a winner of any prize, even if the Game should so indicate, unless and until entrant’s eligibility and the potential winning Game Play have been verified and entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed defective, is void, and will not be honored.

LIMIT: There is a limit of one (1) Game Play per person per day during the Promotion Period. If more than one (1) Game Play is received from the same person, phone number and/or e-mail address in a single day, only the first Game Play received may be considered valid and the entrant may be disqualified if suspected of attempting to receive more than the permissible amount of Game Plays in the Promotion. A “day” is defined as starting at 12:00 AM ET and ending at 11:59:59 PM ET except on July 5, 2017, when a day is defined as starting at 12:00 PM ET and ending at 11:59:59 PM ET. All Game Plays must be completed and received by Sponsor or its authorized designee by 11:59:59 PM ET on September 16, 2017. If it is discovered or suspected, in Sponsor’s sole discretion, that an entrant plays or attempts to receive more than the stated number of entries/Game Plays, all of that entrant’s entries/Game Plays, in Sponsor’s sole discretion, may be declared null and void and any prize(s) he/she might have been entitled to will not be awarded to him/her. Entrants are prohibited from using more than one (1) e-mail address or multiple identities. If it is found or suspected that an entrant is using more than one e-mail address or multiple identities to participate in the Promotion, then that entrant, in Sponsor’s sole discretion, may not be eligible to win a prize.

- 4. HOW TO ENTER THE SWEEPSTAKES:** Upon successfully completing registration and receipt of a Game Play, entrant will receive one (1) entry into the Sweepstakes (“Entry”).

LIMIT: An entrant may receive no more than one (1) Entry per day during the Promotion Period. In the event of a dispute as to the identity of an entrant, the Entry or Game Play will be declared made by the primary account holder of the account associated with the e-mail address used. The “primary account holder” is the natural person assigned an e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the e-mail address holder.

Bonus Entries: After earning a Sweepstakes Entry, an entrant can earn bonus Entries by completing the following activities:

- A. Opt-In:** After entering the Promotion, an entrant will have the opportunity to opt-in to receive marketing e-mails from Sponsor. Entrant will earn five (5) bonus Entries into the Sweepstakes. Entrants who obtain additional Sweepstakes Entries via this method may unsubscribe from marketing e-mails by following the instructions to unsubscribe included at the bottom of each e-mail they receive from Sponsor. Limit: Entrant can opt-in to receive e-mails one (1) time during the Promotion Period.
- B. Watch Video #1:** After entering the Promotion, an entrant will have the opportunity to watch a video. Entrant will earn two (2) bonus Sweepstakes for watching one (1) video. Limit: Entrant can watch a video one (1) time during the Promotion Period for watching one (1) video.
- C. Watch Video #2:** After entering the Promotion, an entrant will have the opportunity to watch a second video. Entrant will earn two (2) bonus Sweepstakes Entries for watching a second video. Limit: Entrant can watch each video one (1) time during the Promotion Period.
- D. Visit the Kalahari Website:** After entering the Promotion, an entrant can follow the links and instructions to click to visit the Kalahari website to view special offers and features. Entrant will earn ten (10) bonus Sweepstakes Entries for visiting the Kalahari website. Limit: Entrant can visit the Kalahari website one (1) time during the Promotion Period to earn bonus entries.
- E. Share on Facebook:** After entering the Promotion, an entrant can follow the links and instructions to share a pre-populated message about the Promotion containing a unique link on Facebook. For one (1) friend who clicks on the unique link and registers for the Promotion, entrant will earn five (5) bonus Sweepstakes Entry. Limit: Five (5) bonus Sweepstakes Entries total via this method during the Promotion Period.
- F. Share on Twitter:** After entering the Promotion, an entrant can follow the links and instructions to share a pre-populated message on Twitter. The Twitter share must include a disclosure indicating that the entrant is Tweeting for purposes of entering this Sweepstakes (e.g., #Sweepstakes). Entrant will earn five (5) bonus Sweepstakes Entries for sharing the Promotion on Twitter. Limit: Entrant can share the Promotion on Twitter one (1) time and earn five (5) bonus Sweepstakes Entries total for during the Promotion Period.
- G. Submit A Short Essay:** After entering the Promotion, an entrant can follow the links and instructions to submit a short essay (1,000 words or less) explaining why he/she wants to win a Kalahari experience along with an optional photo (collectively an “Essay”). Entrant

will earn twenty-five (25) bonus Sweepstakes Entries into the Sweepstakes for each approved Essay. Limit: Three (3) Essays per entrant during the Sweepstakes Period. Accepted image formats include JPED, JPG, PNG, and GIF and max file size accepted is 5 MB. All

Essays and all Twitter and Facebook Shares must comply with the following restrictions:

- Must be an original work (except for prepopulated Twitter and Facebook shares);
- Must be in English (except for commonly understood foreign words);
- Cannot have been published previously by any party other than the entrant;
- Must be suitable for publication (i.e., may not be obscene or indecent);
- Cannot contain trademarks, logos or trade dress owned by any third party, or advertise or promote any brand or product of any kind, other than the Sponsor's;
- Cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images);
- Cannot include the name, likeness, photograph, or other indicia identifying any person, living or dead, without written permission from that person;
- Cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group;
- Cannot promote illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Cannot describe or depict any illegal activity or violation of any state or federal law;
- Must not include any personally identifiable information (full name, e-mail address, telephone number, etc.);
- Must not contain, facilitate, reference or use material that contains prohibited content which shall include, but is not limited to content that promotes, suggests, or encourages:
 - gambling, including without limitation, any content related to online casinos, sports books, bingo or poker;
 - the use of prostitution, pornography, nudity, profanity or other adult content, or violence;
 - the taking up of arms against any person, government or entity or otherwise challenge or seek to overthrow any government;
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way.

If any essay, Twitter share or Facebook share fails to comply with any of the foregoing requirements or any other provisions of these Official Rules, at the Sponsor's sole discretion, Sponsor reserves the right to not award the bonus Entries and to disqualify the Entrant. By participating in the Promotion, entrant understands that he or she is providing his or her information to Sponsor and not Facebook, Inc. ("Facebook") or Twitter, Inc. ("Twitter"), Further, entrant specifically agrees to release Facebook and Twitter from any and all liability associated with this Promotion. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, or any of their affiliates.

- 5. RANDOM DRAWING:** On or about September 18, 2017, the Administrator will randomly select one (1) potential Sweepstakes winner, from all eligible entries received during the Promotion Period ("Random Drawing"). The potential Sweepstakes winner will be provided with instructions on how to claim the prize, as set forth in Section 7 of these Official Rules.

The selected potential winner is deemed a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

6. PRIZES, APPROXIMATE RETAIL VALUE (“ARV”), AND ODDS OF WINNING:

A. Game Prizes (275):

- i. **First Game Prize (75):** Each winner of a first game prize will receive a voucher for a one (1) night stay at a standard desert hut room that sleeps four (4) at his/her choice of one (1) of the following Kalahari resorts: Wisconsin Dells, WI; Sandusky, OH; or Poconos, PA; (subject to availability and blackout dates; Fridays and Saturdays and June 16-September 3, 2017, November 22 - 25, 2017, December 15-31, 2017, January 1-2, 2018, January 12-14, 2018, February 16-18, 2018, March 16-April 7, 2018, May 25-27, 2018, and June 15-September 2, 2018. Travel must be completed by April 30, 2018. Recipients must follow instructions on voucher to redeem prize) (“First Game Prize”). Transportation and food will not be part of the First Game Prize. Winner is solely responsible for any and all costs and expenses not set forth in these Official Rules, including but not limited to, meals and travel to the Kalahari resort. Seventy Five (75) First Game Prizes will be available in the Promotion. The Approximate Retail Value (“ARV”) of each First Game Prize is \$249.
- ii. **Second Game Prizes (50):** Each winner of a second game prize will receive a Samsung VR headset (“Second Game Prize”). Fifty (50) Second Game Prizes will be available in the Promotion. The Approximate Retail Value (“ARV”) of each Second Game Prize is \$50.
- iii. **Third Game Prizes (150):** Each winner of a third game prize will receive Kalahari expedition T-Shirt (“Third Game Prize”). Size of t-shirts determined by Sponsor in its sole discretion. One hundred fifty (150) Third Game Prizes will be available in the Promotion. The Approximate Retail Value (“ARV”) of each Game Prize is \$5.
- iv. **Odds:** The odds of winning a Game Prize depend on when the entrant completes a Game Play. Game Prizes will be made available at random times throughout the Promotion Period. To be a potential Game Prize winner, an entrant’s Game Play must have occurred at the exact randomly predetermined winning time as determined by Sponsor and/or Administrator. If a Game Play does not occur at the exact randomly predetermined winning time, then the next entrant’s Game Play to occur after that time will be deemed an Instant Prize winner. The number of Game Prizes available to be won will decrease during the Promotion Period as Game Prizes are awarded and claimed.

B. Sweepstakes Prize (1):

Sweepstakes winner will receive a trip for two (2) to Africa (“Sweepstakes Prize”). Winner will have his/her choice of either:

- i. An African Safari which includes round-trip economy class air transportation from a major commercial airport near winner’s residence to the destination for winner and one (1) guest, four (4) nights hotel standard

accommodations (single room/double occupancy), ground transportation in Africa, three (3) meals daily for winner and guest, and ten (10) game drives (two [2] per day). The ARV of the African Safari Prize is \$28,291.

- ii. A trip to Cape Town, South Africa which includes round-trip coach class air transportation from a major commercial airport near winner's residence to Cape Town, South Africa for winner and one (1) adult guest, four (4) nights hotel standard accommodations (single room/double occupancy), transportation to and from airport and hotel and while in Africa, and winner's choice of excursions from a provided list of activities (determined by Sponsor in its sole discretion) . The ARV of the Cape Town trip is \$15,150.
- iii. A trip to Mt. Kilimanjaro. which includes round-trip coach class air transportation from New York to Amsterdam to Kilimanjaro for winner and one (1) guest (travel will depart from New York, and travel to New York is not included), eight (8) nights hotel standard accommodations (single room/double occupancy), ground transportation while in Africa (to and from airport and hotel and to and from activities), Tanzanian VAT on tourism activities and park fees, two (2) nights accommodations in Arusha, transportation between the hotel and to the start and finish point of the climb, all Kilimanjaro National Park gate, camping/hut fees and climbing permits, a seven (7) day hike of Kilimanjaro, chief guides during climb of Kilimanjaro, climb will include a qualified mountain guide, assistant guides porters and cook, three (3) meals per day while on the mountain during climb, and camping equipment (tents, sleeping mats, camp chairs, camp tables, mess tent and cutlery for meals), and water for washing up daily. The ARV of the Mt. Kilimanjaro trip is \$27,895. **NOTE:** The Mt. Kilimanjaro hike may include inherently dangerous activity. The Sweepstakes Prize winner and guest expressly and voluntarily assume the risk of any and all injury and damage that may result from participation in any element of the Sweepstakes Prize. The Sweepstakes Prize winner and guest acknowledge and agree that the Sweepstakes Entities have no responsibility whatsoever for injuries, losses, or damages of any kind that result from participation in the Sweepstakes Prize. Sweepstakes Prize winner and guest must comply with all rules, regulations, and restrictions of the Mt. Kilimanjaro hike. The Sweepstakes Prize winner and his/her guest acknowledge that the Mt. Kilimanjaro hike may determine who can participate in its activities under its rules, regulations and restrictions. The Sweepstakes Prize winner and guest acknowledge and agree that the Sweepstakes Entities have no responsibility whatsoever for losses, or damages of any kind that result if the Mt. Kilimanjaro hike determines that either the Sweepstakes Prize winner or his/her guest may not participate in its activities under its rules and regulation.

For All Trips: Winner's guest must be eighteen (18) years of age or older. If the winner elects to travel or partake in the Prize without a guest, no additional compensation will be awarded to the winner. Trip must be taken between December 15, 2017 and January 15, 2018 and are subject to black out dates. Winner and guests must travel on the same itinerary. The actual value of the trip may vary depending on point of departure and

fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of the prize will not be awarded. Travel dates are subject to availability; blackout dates and other restrictions may apply. Winner and guest are responsible for having valid travel documents including government identification and/or passports. Winner is responsible for all travel expenses not included herein, including airline baggage fees, gratuities, meals, and any other incidental costs or expenses related to participation in this Sweepstakes Prize. Travel must be booked at least 7 days in advance. Guests of winner must sign and return a travel liability release before travel will be booked. Winner and his or her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the trip. Winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner. Sponsor bears no responsibility if any event, element or detail of the Sweepstakes Prize is canceled, postponed or becomes unavailable for any reason. Should any event, element or detail of the Sweepstakes Prize become unavailable, the Sponsor shall have no obligation to the winner aside from providing the remaining portion of the Sweepstakes Prize, minus any unavailable event, element or detail.

No more than one (1) Sweepstakes Prize will be available in the Promotion, as set forth above.

Odds of Winning Sweepstakes Prize: The odds of winning the Sweepstakes Prize depend on the total number of eligible Entries received during the Promotion Period.

C. Total ARV: The total ARV of all available prizes in the Promotion is \$50,216.

D. General: In no event will more prizes than are stated in these Official Rules be awarded. If, for any reason, more prize notifications are sent (or more claims are received) than the number of prizes offered, as set forth in these Official Rules, Sponsor reserves the right to award the intended number of prizes through a random drawing from among all eligible prize claims received. Limit of one (1) Sweepstakes Prize and one (1) Game Prize per person. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize. All prizes will be awarded assuming a sufficient number of eligible entries are received and prizes are properly claimed.

7. HOW TO CLAIM A PRIZE: On or around September 18, 2017, Administrator will notify the potential Sweepstakes winner via e-mail at the e-mail address provided at the time of registration. As set forth above, each potential winner of a Game Prize will receive a Notification after the completion of a winning Game Play. After the Notification, Administrator will send an e-mail to the e-mail address provided by the Game Prize winner with instructions on how to claim prize. Before being declared a Sweepstakes Prize winner, the potential Sweepstakes Prize winner will be required to execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). The potential Sweepstakes Prize winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within five (5) calendar days from the date it is sent to the potential winner or the prize may (in Sponsor's sole discretion) be forfeited. If a potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that a potential Sweepstakes Prize winner fails to return an executed and notarized Affidavit within the five (5) calendar day deadline, the respective prize may, in Sponsor's sole discretion, be forfeited. If the Sweepstakes Prize is forfeited, the Sweepstakes Prize may be

awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If any potential Game Prize winner forfeits the prize or Game Prize is unclaimed, then the Game Prize may not be awarded. Game Prizes will be mailed to verified winners at the street address provided at the time of registration within approximately 6 to 8 weeks from verification of the Grand Prize winner's eligibility and compliance with these Official Rules. The Sweepstakes Prize winner will be contacted to make travel arrangements. The Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason. If, after a good-faith attempt, Sponsor is unable to award or deliver a prize, the prize may not be re-awarded.

THE SWEEPSTAKES PRIZE WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ACTUAL RETAIL VALUE OF THE PRIZE AND MUST SUBMIT HIS OR HER SOCIAL SECURITY NUMBER, AS REQUIRED BY LAW.

ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH WINNER. Sponsor will attempt to notify each potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Promotion e-mail, including any winner notification e-mail, to a spam or junk folder. Prizes that are unclaimed, unredeemed, or returned as undeliverable will not be awarded. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or force majeure, at Sponsor's sole and absolute discretion. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. Promotion Entities shall not be held responsible for any delays in awarding the prize for any reason. Each prize will only be awarded to a verified winner.

No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in case of unavailability of a prize or any component thereof, or force majeure, at Sponsor's sole and absolute discretion. Any unspecified expenses, and incidental items related to the acceptance/use of the prize are solely the responsibility of the winner. In no event will more prizes than are stated in these Official Rules be awarded. Limit of one (1) Sweepstakes prize and one (1) Game Prize per person/household.

- 8. LIMITATION OF LIABILITY:** By participating in this Promotion, entrants agree that the Promotion Entities, and each of their respective affiliates, parent companies, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable entries, e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of entry information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for

any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction. The Released Parties shall not be responsible or liable for any entries in excess of the stated limit or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries may, in Sponsor's sole and absolute discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of winners in a manner it deems fair and reasonable including the selection of winners from among eligible Game Plays received prior to such cancellation, termination, modification or suspension. This Promotion is subject to all federal, state, provincial, territorial, and local laws and regulations.

In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the potential winners. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more winning messages are distributed, or more prizes are claimed than are intended to be awarded according to these Official Rules, the intended number of prizes will be awarded in a random drawing from among all verified prize claims received for that prize.

By entering the Promotion, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iv) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Official Rules or any Promotion materials, (d) acceptance, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof), (e) any change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control (collectively, "Force Majeure"), or as otherwise permitted in these Official Rules, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any entry (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or

unavailability of any telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant, (j) interruption or inability to access the Promotion or any online service via the Internet due to hardware or software compatibility problems, (k) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (l) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged entries, (m) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (n) lost, late, stolen, misdirected, damaged or destroyed prize (or any element thereof), or (o) the negligence or willful misconduct by entrant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING PRIZE COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

- 9. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("AAA RULES"). THE AAA RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.** Further, entrants hereby waive all rights, to: (i) claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket costs; and (ii) have damages multiplied or otherwise increased. Entrants agree that the rights and obligations of any entrant and/or Promotion Entities and/or any other party shall be resolved individually, without resort to any form of class action.

- 10. PRIVACY POLICY:** Sponsor's privacy policy is available at

<https://www.kalahariresorts.com/wisconsin/privacy-policy>.

- 11. PUBLICITY RIGHTS:** By participating in the Promotion and/or accepting a prize, each entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness, voice recording, video images and all related footage, and statements for Promotion, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, worldwide, including but not limited to on television, radio, the World Wide Web and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
- 12. GENERAL:** Any attempted form of participation in this Promotion other than as described herein is void. If it is discovered or suspected, in Sponsor's sole and absolute discretion, that an entrant has registered or attempted to register using multiple e-mail addresses, accounts, identities, proxy servers or like methods, all of that entrant's Game Plays/Sweepstakes Entries will be declared null and void, and that entrant will be ineligible to win a prize. Also, if it is discovered that any entrant attempts to receive additional Game Plays/Sweepstakes Entries in excess of the stated limitation, that entrant may, in Sponsor's sole and absolute discretion, be disqualified from the Promotion. In the event of a dispute as to the identity of a winner, the winning Game Play/Sweepstakes Entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such Game Play/Sweepstakes Entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. Sponsor and Administrator reserve the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Promotion, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Promotion. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. 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.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. Sponsor's and/or Administrator's interpretation of these Official Rules is final and binding in all matters related to the Promotion. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All Game Plays/Sweepstakes Entries and/or materials submitted will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any Promotion promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

13. WINNERS LIST: To obtain a list of the names of the winners, mail a self-addressed, stamped business-sized envelope to: Kalahari Expedition Instant Win Game and Sweepstakes - Winners List Request, P.O. Box 251328, West Bloomfield, MI USA 48325. Winners List requests must be received by November 17, 2017.

Customer services inquiries can be made at Contact Us.

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