

## **On IF THE KEY FITS, DRIVE IT! PROMOTION**

### **OFFICIAL TERMS AND CONDITIONS**

**NO PURCHASE NECESSARY TO PARTICIPATE OR TO WIN.**

**A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING.**

**AGE AND INCOME RESTRICTIONS APPLY.**

**SUBJECT TO FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS.**

**VOID WHERE PROHIBITED.**

The Outdoor Adventures/Venture Out Resorts If the Key Fits, Drive It! Promotion (the "Promotion") is sponsored by Outdoor Adventures, with offices located at 800 Washington Avenue, Suite 200, Bay City, Michigan 48708 and Venture Out Resorts, with offices located at P.O. Box 2280, Bay City, Michigan 48707 (collectively referred to as the "Sponsor"). The Promotion will begin on January 1, 2020, and end on December 31, 2020 (the "Promotion Period").

Participating Resorts: Visit <http://www.outdooradventuresinc.com>

- How To Participate.** Sponsor will contact individuals who complete an interest form available at any of Sponsor's locations, which includes shows, fairs, festivals, malls, resorts, Sponsor's website or other information locations. During the Promotion Period, interest forms that appear to meet the Promotion eligibility criteria will be contacted via telephone by the Sponsor. The Sponsor will then verify eligibility ("Eligible Participants") and offer Eligible Participants the opportunity to receive a mailing including a prize award envelope and a key ("Participation Materials"). Once an Eligible Participant receives the Participation Materials, the Eligible Participant must visit one of the Participating Resorts to see If the Key Fits and to confirm other prizes the Eligible Participant may be entitled to receive. Sponsor not responsible for late, lost, misdirected, or damaged Participating Materials or interest forms. There is no obligation to accept the Participation Materials. At the end of the Promotion Period, if the winning key for the Truck Prize is not redeemed, then the Sponsor shall select a Truck Prize winner from among Eligible Participants, whether or not such Eligible Participant received Participation Materials or visited a Participating Resort.
- Eligibility Requirements.** The Promotion is limited to those persons currently employed or retired with a combined income of \$50,000 per year and thirty (30) years of age or older. Additionally, the individual must be a first-time visitor of one of Participating Resorts. In order to be eligible to receive any prizes, the Eligible Participant must visit a Participating Resort and bring the Promotional Materials. The prize award envelope included with the Promotional Materials must be opened in the presence of one of the Participating Resort's officials or the prize is void; the seal of the prize award envelope must not be broken before this time. The prize award envelope will contain a key and prize awards codes which determine what prize(s) an Eligible Participant may receive. If the Eligible Participant is married, both the Eligible Participant and his or her spouse must be present when visiting a Participating Resort during normal business hours to be eligible to receive a prize. If the Eligible Participant is not married, only the individual needs to travel to the Participating Resort. When visiting the Participating Resort, Eligible Participants will be invited to attend a ninety (90) minute tour of the Participating Resort facilities. Employees of the Sponsor, past Participating Resort visitors, current members of a Participating Resort and affiliated resorts,

associated sponsors or agencies, members of the same household, and any other individuals connected with this promotion are not eligible to participate. Eligible Participant will receive notification of the prize(s) he or she may be eligible to receive on the day of the resort visit.

3. **Available Prizes, Approximate Retail Value and Odds of Winning:** If the original key within the mailing does not match the winning truck key and if otherwise eligible, the Eligible Participant will receive two (2) of the other prizes listed below, depending on the corresponding number located in the prize award envelope. If the original key within the mailing matches the randomly selected winning truck key and the individual is otherwise eligible, the individual has the opportunity to win the Truck Prize or cash (further described below). Odds of winning prizes are variable depending on the number of confirmed Eligible Participants and Eligible Participants who visit a Participating Resort during the Promotion Period. Sponsor has 75,000 sets of Participation Materials available for the Promotion Period. The maximum number of available items for each prize are listed below.

- ***Truck Prize:*** 2020 ½ Ton Full-Size Pickup Truck (up to a maximum ARV of \$20,000), tax, license plate, registration, delivery charges, and title not included and the winner must present a valid driver's license and verifiable binding insurance policy to operate a motor vehicle in order to receive the Truck Prize. Sponsor has right to choose final make and model of truck. Number of winning keys available one (1). Eligible Participant may choose a prize of \$20,000 in cash in lieu of the pickup truck (ARV \$20,000).
- ***eOutlet Gift Cards.*** \$250.00 in eOutlet gift cards in the form of ten (10) twenty-five dollar (\$25.00) gift cards. Gift card value may be applied toward the purchase of products, services, and shipping and handling fees exclusively from the specific websites noted on the gift cards. Only one (1) gift card may be used per transaction. Gift cards have no cash value and are not redeemable for cash and may not be combined with credits from other store gift cards. Other terms and conditions may apply—see <https://eoutletstores.com/> for full details and restrictions. ARV \$250.00. Number of eOutlet Gift Card prizes available 74,500:75,000.
- ***Samsung® 55" Smart Curved TV.*** Actual model will vary. ARV \$500. Number of TV prizes available 50:75,000.
- ***7" Amazon Fire Tablet.*** Actual model will vary. ARV \$75. Number of Tablet prizes available 350:75,000.
- ***Vacation Certificate.*** Certificate for a 3-day/2-night vacation, subject to terms and conditions. Certificate is non-transferable and may only be used by original recipient. Accommodations include standard hotel room for two (2) adults – 21 years of age or older and up to two (2) children under 18 years of age. Certificate must be activated within sixty (60) days of being issued by Sponsor and a \$50 non-refundable deposit is required at time of activation. Recipient must complete travel within one (1) year of such activation. Recipient may request reservations when activating the certificate or request a Reservation Request Package be provided after activation is complete. All reservation requests require sixty (60) days advance notice and are subject to availability. Recipient should request two dates and two destinations in order of preference. A non-refundable booking fee (\$12.12

per night) and agency fee (\$25) is due upon confirmation. Arrival dates limited to Sunday, Monday, Tuesday, Wednesday and Thursday only. Weekend arrivals available for an additional fee. Holiday weeks incur additional charge of \$25 per person per night. Peak Season charges may also apply. Reservation requests under sixty (60) days advance notice will incur an additional charge of \$25 per person per night. Reservation confirmation voucher is emailed to recipient and must be presented when arriving at the destination. All fees are based on double occupancy. Certificate is for hotel accommodations only. Recipient is responsible for transportation, air fare, meals, resort fees, parking, room taxes and any other miscellaneous hotel expenses. Hotel will require imprint of major credit card when checking in. All fees in U.S. dollars. Complete terms and conditions available at <http://www.vacationofalifetime.info/terms.php>. See [www.vacationofalifetime.info](http://www.vacationofalifetime.info) for more information including available destinations which are subject to change at any time. Certain destinations have very limited availability year round while others have seasonal availability limitations. Gift certificate has no cash value and is not redeemable for cash. ARV \$300. Number of Vacation Certificate prizes available 74,500:75,000.

- **\$500 Cash.** \$500 cash prize paid by check from one of the Sponsors. ARV \$500. Number of \$500 cash prizes available 100:75,000.

Sponsor not affiliated with any of the companies that manufactured the prizes nor are such companies a sponsor or co-sponsor of the Promotion. Except for the Truck Prize, any unclaimed prizes will not be awarded. This Promotion cannot be used in conjunction with any other offer available from the Sponsor.

No cash equivalent or substitution of any prize is offered except as set forth herein or at the sole discretion of the Sponsor. Prizes may not be transferred or assigned. Winners will be required to complete, sign, and return an Affidavit of Eligibility/Liability Release, and a Publicity Release within five (5) business days of notification of winning or the prize may be forfeited. Winners are responsible for all taxes and fees associated with the prizes. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize with another prize of equal or greater value.

4. **Interest Form Verification.** All interest forms submitted become the property of Sponsor and will not be returned. All interest forms, prize award envelopes and keys are subject to verification at the sole discretion of Sponsor and anti-fraud detection devices may be used to verify the winners. Interest forms, prize award envelopes and keys will be void if they fail to pass anti-fraud detection measures or if found to be photocopied, reproduced, altered, forged, defaced, tampered with, mutilated, stolen, unissued, unauthorized, or illegible in any way. In the event of print/mechanical errors or duplicate winning numbers or keys distributed in error, the number and key match Promotion is void and no prizes will be awarded. In event an error voids the Promotion, the Promotion will be re-mailed at a future date. All validly claimed prizes will be awarded. No prizes will be awarded to the holder of any key or prize award envelope which is determined to be void or otherwise ineligible or defective.
5. **Release and General Terms:** Void where prohibited. By participating in the Promotion, Eligible Participants agree to be contacted by Sponsor and to waive any "Do Not Call" listing (calls may be recorded) and consent to receive emails, text messages and/or phone calls, including prerecorded

messages, from Sponsor at the phone number/cell number/addresses provided on the interest form regarding updates, promotions, offers, and/or Sponsor's products and services, including by an automated telephone dialing system. Message and data rates may apply. Eligible Participant may opt-out of the receipt of such e-mails by following the directions in any email or text received from Sponsor. The Sponsor's Privacy Policy can be found at: [www.outdooradventuresinc.com](http://www.outdooradventuresinc.com) and [www.ventureoutresorts.com](http://www.ventureoutresorts.com).

By participating in the Promotion, Eligible Participants further agree: (1) to abide by these Official Terms and Conditions and to accept the decisions of the Sponsor, which are binding and final in all respects; and (2) to release and hold harmless the Sponsor and Sponsor's divisions, affiliates, parent companies, subsidiaries, advertising and promotional agencies and anyone associated with the production of this Promotion, and their respective directors, officers, employees and agents (collectively, the "Released Parties") from any and all claims, liability, injuries, losses or damages (including attorney's fees) of any kind arising out of their participation in this Promotion or resulting from acceptance, possession, receipt, use or misuse of prize, and Eligible Participants agree that these entities are in no matter responsible for any warranty, representation or guarantee, expressed or implied, in fact or in law, relating to the Promotion or the awarding of any prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, the Eligible Participant agrees that, by participating in the Promotion, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Promotion, or any prizes awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion, but in no event attorney's fees; and (iii) under no circumstances will any Eligible Participant be permitted to obtain any award for, and Eligible Participant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. An Eligible Participant waives the right to assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem said prize and waives any liability or claims (including attorneys' fees) which might arise from redeeming or seeking to redeem said prize. Acceptance of prize constitutes permission to the use of the winner's name, image, voice, likeness, city and state of residence and/or photographs without further consent or compensation in any publicity or advertising carried out in any medium worldwide by the Sponsor or its advertising or promotional agencies without limitation, further notification or approval, and without providing compensation or intellectual property rights to the winner, except where prohibited.

Eligible Participants may also be disqualified if Sponsor learns that the Eligible Participant disparages the Sponsor during or after the Promotion Period. Eligible Participants should be aware that Sponsor retains the right to take legal action against Eligible Participants who commit libel or slander against Sponsor during or after the Promotion Period.

The Sponsor fully reserves the right, in its sole discretion, to cancel, suspend, terminate or modify the Promotion if the Promotion is not capable of being completed as planned, including infection by computer viruses or bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort beyond the reasonable control of the Sponsor, which corrupts or impairs the administration, security, fairness or proper play of this Promotion.

The Sponsor is not responsible for printing errors in the Promotion materials or these Official Terms and Conditions. If, due to a production or printing error or other unforeseen error, there are more winners than prizes for any level, the Sponsor reserves the right to award any remaining prizes for that level through a random drawing of all eligible winners for that level. No more than the number of prizes listed herein will be awarded.

This Promotion and the terms and conditions contained in these Official Terms and Conditions shall be exclusively governed and constructed in accordance with the laws of the State of Michigan and the federal laws of the United States of America applicable therein. Any dispute arising hereunder shall be adjudicated solely in the applicable court in Bay County, Michigan, USA.

This Promotion is subject to all applicable federal, state, local laws and regulations. Void where prohibited or restricted by law.

If any one or more provisions of these terms and conditions are held to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability shall not affect the validity, effect or enforcement of any other provision or provisions of these rules.

6. **Winner's List.** For a winner's list, visit [http://www.outdooradventuresinc.com/wp-content/uploads/2017/10/odawinnerrules\\_revised102517.pdf](http://www.outdooradventuresinc.com/wp-content/uploads/2017/10/odawinnerrules_revised102517.pdf) or send a self-addressed, stamped envelope to Outdoor Adventures/Venture Out Resorts If the Key Fits, Drive It! Promotion Winner List at c/o Outdoor Adventures, 800 Washington Avenue, Suite 200, Bay City, Michigan 48708.
7. **Force Majeure.** The failure of Sponsor to comply with any provision of these Official Terms and Conditions due to an act of god, hurricane, war, terrorism, fire, riot, earthquake, actions of governmental authorities outside the control of Sponsor or other force majeure event shall not be considered a breach of these Official Terms and Conditions.