

## Official Program Brief

To sign up for Kicking Bear Alerts and to enter into the Kicking Beards 2 Extravaganza contest, text KB2 to 38066 or send 5x7 postcard with name and number to OIT c/o KB 807 Don Drive, Pepin WI 54759. Your cell phone must be text messaging enabled. A charge of \$4.99 will be billed to your phone and billing will appear as OIT. You may also be charged a per message fee by your carrier according to your current cellular plan. To opt-out of the alerts, text KBSTOP to 38066 on your mobile phone. For support contact OIT via email at support@oitechnologies.com or call 877-618-2928 between 9AM and 5PM CST Monday through Friday. Driven TV Alerts are currently available on AT&T, Sprint, Verizon Wireless, US Cellular, Alltel Wireless, Nextel & Cellular One.

## Official Terms & Conditions

Standard text messaging rates apply to each text message sent or received as provided in your wireless rate plan. (Contact your carrier for pricing plans and details). In addition, a premium text messaging charge as outlined in Rule #6 will also be billed on your wireless phone bill or deducted from your prepaid balance for the sweepstakes entry message sent or in connection with the Promotion. Online entries (if applicable) will be subject to standard Internet access and usage charges imposed by your Internet service provider. Mail In entries will be treated the same as a text or online entry.

1. Eligibility: Kicking Beards 2 (“Promotion”) is open only to persons who, at the time of entry, are legal residents of, and are physically present in, the 48 continental United States and the District of Columbia (excluding Alaska, Hawaii, Puerto Rico, Guam and the US Virgin Islands) and who are eighteen (18) years of age or older. By entering the Promotion, participants are bound by and agree to these official rules. All federal, state and local laws and regulations apply. Void in Puerto Rico, Guam and the US Virgin Islands and states where prohibited by law.
2. Sponsors: Kicking Bear (1564 Bush Valley Road, LaCrescent, MN Outdoor Inspired Technologies Inc. (1509 Caulks Hill Rd. St. Charles, MO 63304) (collectively the “Sponsors”).
3. Promotion Period: The Promotion begins at 12:01 A.M. February 14th (the “Promotion Period”). Entry period is defined as being Monday 12:00am through the Saturday April, 10<sup>th</sup> 2010.
4. Description: Driven TV (the “show”) is a 30 minute reality based outdoor recreation show. The show is aired on VERSUS TM and Pursuit Channel
5. Promotion Description:
6. How To Register and Enter At Home by Cell Phone: If you have a text messaging capable cell phone from a participating carrier, you may enter the Promotion once prompted to by the show, by sending a text message to the short code 38066 with the key word “KB2”. **Standard text messaging rates apply. In addition, a premium text message charge of \$4.99 will apply to the sweepstakes text message sent in connection with the Promotion. This charge will be billed on your wireless phone bill or deducted from your prepaid balance.** You will receive a “thank you” text message that night that includes a Kicking Bear message and a desktop or cellphone wallpaper. This message provides additional information about the Show, its host and/or products. The following day, you may/ will receive a text message giving you the ability to opt-in to an SMS-based message program keeping you up to date on the latest Show information and more. You may stop receiving text messages at any time by responding “KBSTOP” to any of the messages. For every

entry submitted via text message, you will receive one (1) entry into the Grand Prize drawing. Please use caution and do not disrupt traffic or drive in an unsafe manner while participating in the registration/entry process.

7. Free Method of Entry: To enter the Promotion without using a text messaging capable cell phone, once prompted by the show, visit [www.kickingbear.org](http://www.kickingbear.org) and complete the online registration, if applicable, or send your full name, address, cell phone or other number on a 5x7 postcard to: OIT C/O Kicking Bear 807 Don Drive, Pepin, WI 54759. For every entry submitted online or mailed in, you will receive one (1) entry into the Grand Prize drawing.

**Unlimited entries per person, regardless of method of entry online or mailing or a combination thereof).** See Rule #9 for complete random drawing procedures.

8. Conditions for Participation and Validation of Entries. Entries generated by a script, macro, robotic or other automated means will be disqualified. You may have unlimited entries (regardless of method of entry), systems permitting, however, **USE OF COMPUTER PROGRAMS TO ENTER AND/OR OTHER AUTOMATIC ENTRY METHODS (SUCH AS HACKS OR BOTS), REGARDLESS OF METHOD OF ENTRY, IS STRICTLY PROHIBITED.** Sponsors reserve the right to disqualify, and block or discard any entries from any individual who enters by any kind of electronic, mechanical or other automated means or otherwise tampers with or hacks the entry process as determined by the Sponsors in their sole discretion. Sponsors also reserve the right, in their sole discretion, to cancel, modify or suspend the Internet, electronic and/or text-messaging portions of the Promotion in the event of a computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failure or disruption, force majeure or any other causes which, in their sole opinion, corrupt the administration, security, fairness, integrity, or proper operation of the Promotion. **CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSORS RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Please note, by entering, you agree that if selected as a winner, Sponsors have the right to announce your name, home city, and state, and to air your voice on-air during a later airing of the show and/or post your name on [www.kickingbear.org](http://www.kickingbear.org). Sponsors are not responsible for late, lost and/or incomplete entries, which will be disqualified.

9. Random Drawings: There will be a total of 10 Grand Prize drawings, which consists of a 3 day hunt provided by Locked Horn Outfitters in Robinson, KS. with Ray Howell and other TV Celebrities (subject to change). Outdoor Inspired Technologies Inc., whose decisions will be final and binding in all matters related to this Promotion, will randomly select the potential weekly winner for each time period and the Grand Prize winner. Decisions of Outdoor Inspired Technologies Inc. are final.

**Entrants selected must comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements** All federal, state and local taxes are the sole responsibility of winners. Due to the nature of national network broadcast television, the broadcast date and times are subject to change but the weekly prize drawings will be held by Monday at Noon CST every week. In the event the Show

is cancelled, the Promotion will terminate as of the date of cancellation and any remaining weekly prizes for those corresponding cancelled Show episodes will not be awarded and the Grand Prize winner will be selected from among all eligible entries received prior to the date of cancellation. In the event a Show episode is cancelled or preempted after Show episode(s) are already airing, if any eligible entries are received for that/those Show episode(s), then the corresponding weekly prize(s) will be awarded from among those eligible entries received prior to cancellation or preemption.

10. Prizes and Approximate Retail Values (ARV):

□ **(10) Grand Prize- Guided Hunt provided by Locked Horn Outfitters in Robinson, KS with Ray Howell and 9 other TV Celebrities (subject to change).**

Total value of all Prizes for the entire Promotion Period is \$9,000.00 . In the event a winner is deemed a minor in his/her state of residence, prize will be awarded in the name of parent/legal guardian. Promotion prizes are non- transferable, non-refundable and no substitutions by entrants will be permitted. Sponsors reserve the right to substitute prize of equal or greater value in the event of prize unavailability.

11. Winner Notification: Potential Prize winners will be notified by phone. **Outdoor Inspired Technologies or Show will attempt to contact the potential Prize winners at the phone number provided online or at the cell phone number used to enter within 24 hours from the time potential winner selection was accomplished. Potential winner must provide all truthful information on the phone call and this information provided by potential winner will be relied upon by Sponsors as confirmation of winner's eligibility. If potential winner is deemed ineligible for any reason on the phone call, he/she will be disqualified and an alternate will be selected. If Outdoor Inspired Technologies Inc. is unable to reach a potential prize winner via phone within this time frame, they will be deemed disqualified.** All potential prize winners (or the parent/legal guardian if potential winner is a minor in his/her state of residence) will be required to execute and return a notarized affidavit of eligibility/release of liability and/or publicity release (where legal) within seven [7] days of attempted notification. If any potential winner cannot be contacted or fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if required), potential winner forfeits prize even though his/her name may have been shown/announced on air. If prize is returned as undeliverable, potential winner forfeits prize. In the event that any potential winner is disqualified for any reason, Sponsors will award the prize to an alternate winner (selected from among all eligible entries received per entry period specified for that Prize and selected from among all eligible entries received during the entire Promotion Period for the Grand Prize), even if the disqualified potential winner's name may have been shown/announced on air. Odds of a winning the Grand Prize depend on the number of eligible entries received during the entire Promotion Period.

12. General Conditions:

- a. By entering, entrants fully and unconditionally agree and accept to be bound by these complete Official Rules and the decisions of Sponsors, which shall be final. Sponsors have the right to modify these rules in their sole discretion for clarification purposes at any time without materially affecting the terms and conditions of the Promotion.
- b. Except where prohibited, each winner grants to Sponsors and their advertising

agencies the right to use, and publish his or her proper name, likeness, voice, opinions, biographical information and state and announce on-air winner's name, home city and state in any media to promote Sponsors and the Promotion without additional compensation.

c. Entrants enter at their own risk. Sponsors are not responsible for and shall not be liable for: (i) late, lost, delayed, damaged, misdirected, incorrect, incomplete, ineligible or unintelligible entries; (ii) telephone, electronic, hardware, software program, network, Internet or computer failures or difficulties; (iii) errors or delays in transmission; (iv) any condition caused by events beyond the control of Sponsors that may cause the Promotion to be disrupted or corrupted; (v) any injuries, losses, or damages of any kind caused by a prize or resulting from acceptance, possession, use or misuse of a prize, or from participation in the Promotion; or (vi) any printing or typographical error in any materials associated with these Official Rules or the Promotion generally. Entrants assume all liability for any injury or damages caused or claimed to be caused by their participation in the Promotion and/or the acceptance and/or use of any prize, and release Sponsors and their respective officers, directors, employees, parents, subsidiaries and affiliates from any and all such liability. Sponsors and their respective officers, directors, employees, parents, subsidiaries and affiliates assume no responsibility for any injury or damage to participants or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with this Promotion.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ENTRANTS, THEIR HEIRS, NEXT OF KIN, SPOUSE, GUARDIANS, LEGAL REPRESENTATIVES, EXECUTORS, AND ADMINISTRATORS (COLLECTIVELY, "RELEASING PARTIES") HEREBY RELEASE SPONSORS AND EACH OF THEM, AND EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES AND AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND CONTRACTORS, FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, LOSSES, COSTS AND EXPENSES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) ARISING OUT OF, RESULTING FROM, OR BY REASON OF THEIR PARTICIPATION IN THE PROMOTION. IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE RELEASING PARTIES IRREVOCABLY AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS EACH OF THE SPONSORS FROM AND AGAINST ANY AND ALL SUCH CLAIMS BY WHOMEVER ASSERTED, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS ARISING OUT OF OR IN CONNECTION WITH PROMOTION.

PLEASE NOTE THAT A HIGH VOLUME OF ENTRIES, ONLINE OR BY SMS (TEXT MESSAGING), OR TECHNICAL DIFFICULTIES WITH THE SYSTEM, MAY RESULT IN TEMPORARY INABILITY TO ENTER THE PROMOTION OR A DELAY IN THE PROCESSING OF ENTRIES SUCH THAT AN ENTRY IS NOT RECEIVED IN TIME TO PARTICIPATE. SPONSORS ARE NOT RESPONSIBLE OR LIABLE SHOULD ANY ENTRY NOT BE RECEIVED DUE TO SUCH DELAYS.

d. Sponsors may prohibit any entrant or potential entrant from participating in the Promotion, if at the sole discretion of Sponsors; such person shows a disregard for these Official Rules, or acts (1) with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or their agents or representatives; or (2) in any other disruptive

manner.

e. In the event of a dispute as to the identity of an entrant entering via the methods set forth above in Rules #6 and #7, the authorized account holder of the cellular phone or email address used to enter, if applicable, will be deemed to be the entrant. "Authorized account holder" of a cellular phone is the natural person in whose name the phone has been issued and to whom services are billed. "Authorized account holder" of an email address is defined as the natural person who is assigned to an email address by an Internet Access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

f. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participants and Sponsors in connection with the Promotion, shall be governed by the State of Missouri and construed in accordance with the laws of all States where the contests is eligible without giving effect to any choice of law or conflict of law rules or provisions which would cause conflict. Sponsors' decisions as to all matters related to the administration of the Promotion and selection of the Prize winners are final.

13. **Winners' List:** A complete winners' list will be posted online at the Show's website ([www.kickingbear.org](http://www.kickingbear.org)) until 8 weeks after end of promotion.