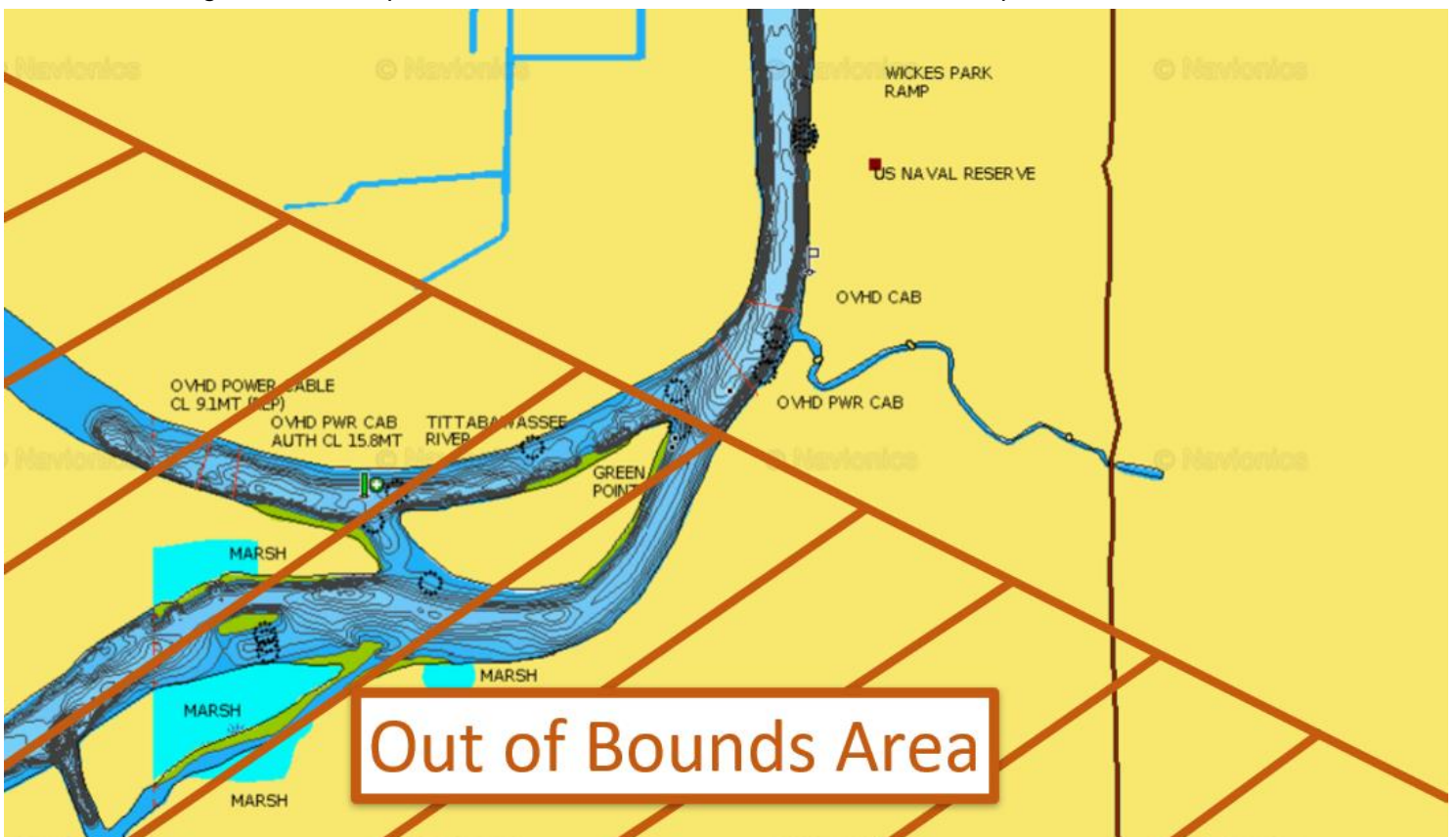




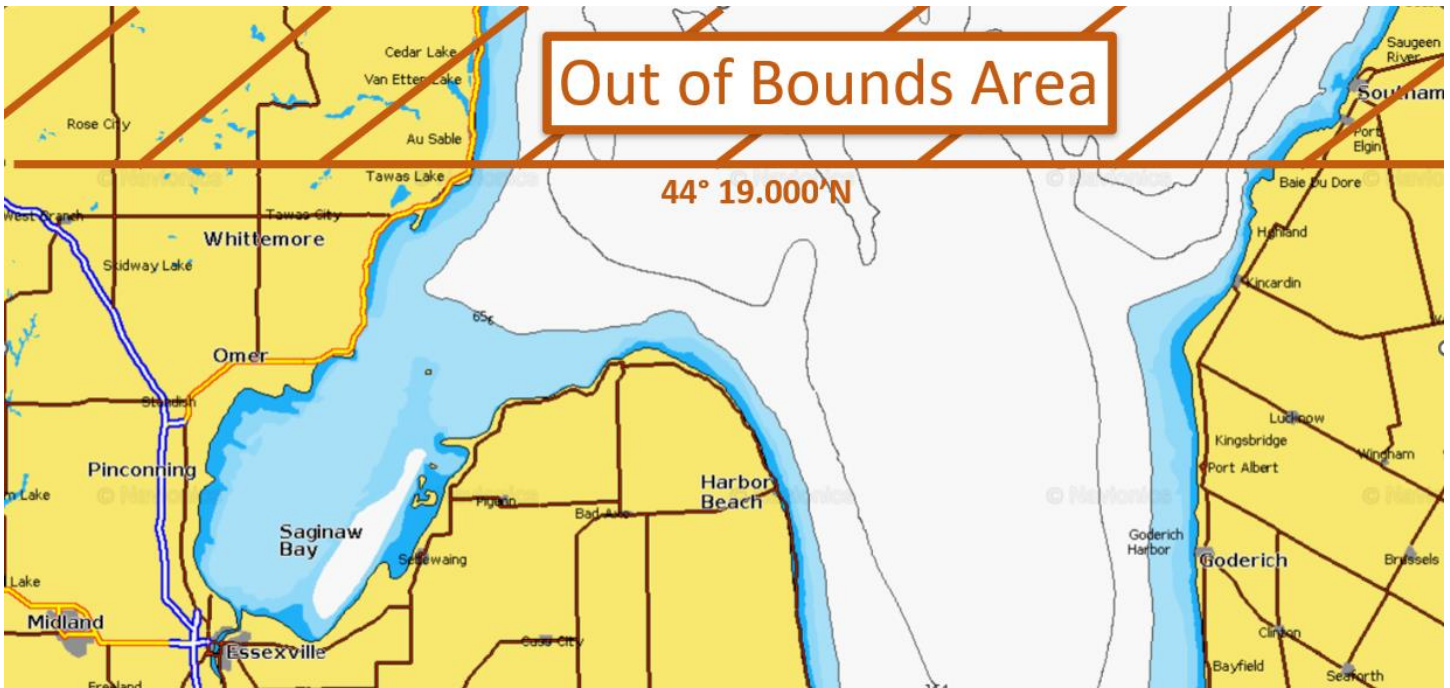
## THE 2024 ULTIMATE WALLEYE DERBY RULES AND REGULATIONS

### THE DERBY

1. The Ultimate Walleye Derby is a big fish derby on the waters of the Detroit River, Lake St. Clair, St. Clair River, lower Lake Huron, Saginaw Bay, and Saginaw River. Fish may be caught while fishing from a boat or on shore. Pier fishing and River fishing are allowed.
2. Fishing is allowed on the following bodies of water:
  - a. Saginaw Bay
  - b. Saginaw River (Upstream of Tittabawassee / Shiawassee River Split – north of Green Point)



c. Lake Huron (Michigan and Canadian Waters south of  $44^{\circ} 19.000'N$ )



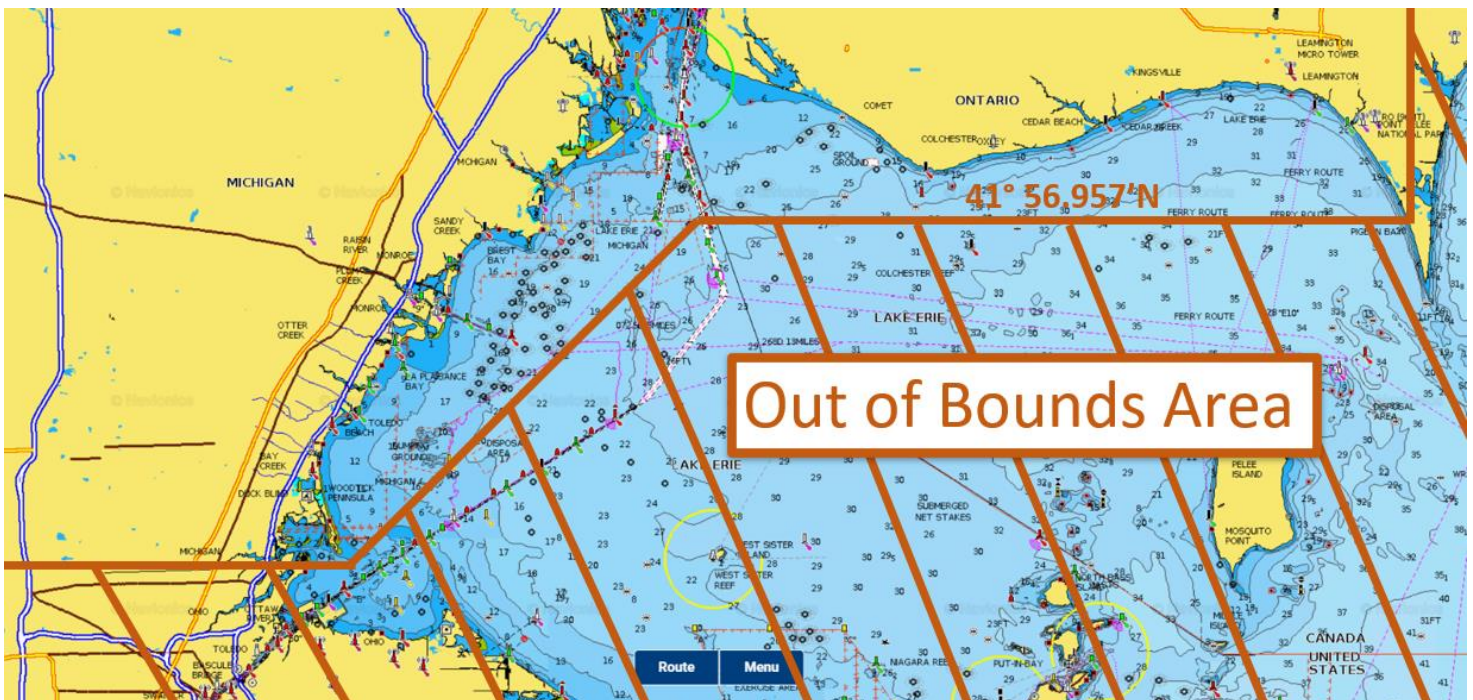
d. St. Clair River (Michigan and Canadian Waters)

e. Lake St. Clair (Michigan and Canadian Waters)

f. Detroit River (Michigan and Canadian Waters)

g. Lake Erie (Michigan Waters)

h. Lake Erie (Canadian Waters north of  $41^{\circ} 56.957'N$ ) (Waters east of Point Pelee are out of bounds) (See Below)



3. The derby consists of four (4) weekly derbies which start on 3/30/24 at 12:01am and end on 4/28/24 at 8:00pm.
  - a. Week 1: 3/30/24-4/5/24
  - b. Week 2: 4/6/24-4/12/24
  - c. Week 3: 4/13/24-4/19/24
  - d. Week 4: 4/20/24- 4/28/24
4. Each weekly derby begins on the following dates: 3/30/24, 4/6/24, 4/13/24, and 4/20/24.
5. There is one division of this tournament, Walleye ONLY. All other species are not eligible for entry.
6. Derby standings (fish weights) in the Walleye Division do not carry over from week to week. Participants who weigh in a fish during a previous week are not allowed to carry over their standings to any of the remaining weeks. When a week is completed, the leaderboard resets, which happens on the days listed above (Line #4).
7. Each weekly derby ends on the following Friday(s): 4/5/24, 4/12/24, 4/19/24 except for the 4/20/24 weekly derby, which will have a duration of eight (8) days, ending Sunday, 4/28/24 at 8:00pm.
8. The leaderboard will be updated on [www.theultimatewalleyederby.com](http://www.theultimatewalleyederby.com) every night. The unofficial weekly results will be released within 72 hours of week completion. Official results will not be announced until all validation of results, lie detector testing, and fish examination is complete.
9. If a participant is fishing under coverage of a daily ticket, individual ticket, or family ticket: The participant that weighs-in (enters) a fish to be registered into the derby must be the person that had the fishing rod in hand and reeled in the fish at the time it was removed from the water. Participants may net their own fish or have another person net their fish for them. A fish cannot be registered in the derby if caught by another angler.
10. If a participant is fishing under coverage of a boat ticket:
  - a. Option 1: The boat ticket holder (Captain), or Alternate Captain may take any fish caught by all persons fishing under the boat ticket for weigh-in at an official weigh station. The fish will be registered in the Boat Ticket Holder's name. The boat ticket holder will be responsible for complying with the rules, fish registration, and associated prize(s).
  - b. Option 2: The person (participant) that reeled in the fish and had rod in hand at the time it was removed from the water can accompany the captain or alternate captain to an official weigh station to weigh in a fish. This fish would be registered in the Participant's name and the Boat Ticket holder will be listed as boat ticket captain. The participant will be responsible for complying with the rules, fish registration and the associated prize.
11. Participants (daily, individual, family, boat ticket holders, persons fishing under a boat ticket) may only win ONE prize spot in the Walleye Division for the entirety of the four (4) week derby. The Boat Ticket Division is an EXTRA prize category in which ONLY Boat Ticket Holders qualify.
12. Participants must download, login, and use the ETournament app on their mobile device while fishing. If the ETournament app is closed or disabled while fishing, the participant is subject to potential disqualification. The Ultimate Walleye Derby will provide a link for download of the ETournament app prior to the start of week 1 of the fishing derby.
13. If a fish is planned for weigh-in, a picture must be taken of the fish. The picture must be taken shortly after landing of the fish, during the fishing session. The ETournament app must be used to take pictures of the fish. If a participant does not submit a picture, their entry is subject to potential disqualification.

14. The Etournament app when used with a boat ticket is the responsibility of the boat ticket holder (Captain) or Alternate Captain.

### **Walleye Division**

15. There will be one (1) Ultimate Prize awarded to the participant who enters the overall heaviest Walleye in The 2024 Ultimate Walleye Derby in accordance with The Official 2024 Ultimate Walleye Derby Rules. This Walleye shall hereby be known as "THE ULTIMATE WALLEYE." The Ultimate Walleye Prize winner is not eligible for a Weekly 1st place prize.
  - a. The Ultimate Prize has an approximate retail value of \$50,000 USD. Registration and all applicable fees and taxes are the responsibility of the participant who is awarded the Ultimate Prize.
16. There will be three (3) Weekly 1st place prizes awarded to the participant who enters the heaviest Walleye in each of the remaining three (3) weeks of The Ultimate Walleye Derby.
  - a. The Weekly 1<sup>st</sup> Place Prize has an approximate retail value of \$35,000 USD. Registration and all applicable fees and taxes are the responsibility of the participant who is awarded the Weekly 1st place prize.
17. There will be four (4) Weekly 2<sup>nd</sup> place prizes for the second heaviest Walleye weighed weekly into The Ultimate Walleye Derby.
  - a. The Weekly 2<sup>nd</sup> Place Prize has an approximate retail value of \$3000.
18. There will be four (4) Weekly 3<sup>rd</sup> place prizes for the third heaviest Walleye weighed weekly into The Ultimate Walleye Derby.
  - a. The Weekly 3<sup>rd</sup> Place Prize has an approximate retail value of \$1000.
19. There will be four (4) Weekly 4<sup>th</sup> place prizes for the fourth heaviest Walleye weighed weekly into The Ultimate Walleye Derby.
  - a. The Weekly 4<sup>th</sup> Place Prize has an approximate retail value of \$300.
20. There will be four (4) Weekly 5<sup>th</sup> place prizes for the fifth heaviest Walleye weighted weekly into The Ultimate Walleye Derby.
  - a. The Weekly 5<sup>th</sup> Place Prize has an approximate retail value of \$300.

### **Boat Ticket Division**

21. The Ultimate Walleye Derby will have one (1) Ultimate Boat Division Ticket Prize winner awarded to the boat ticket holder who enters the heaviest Walleye in The Boat Ticket Division. The Ultimate Boat Ticket Division Prize winner is not eligible for a Weekly 1st place boat ticket prize.
  - a. The Ultimate Boat Ticket Division Prize has an approximate retail value of \$5000.
22. There will be three (3) Weekly 1<sup>st</sup> place Boat Ticket Division Prizes awarded to the boat ticket holder who enters the heaviest Walleye in the Boat Ticket Division each of the remaining three (3) weeks of The Ultimate Walleye Derby.
  - a. The Weekly 1st Place Prize has an approximate retail value of \$3000.
23. There will be four (4) Weekly 2<sup>nd</sup> place prizes for the second heaviest Walleye in the Boat Ticket Division.
  - a. The Weekly 2nd Place Prize has an approximate retail value of \$500.

24. There will be four (4) Weekly 3<sup>rd</sup> place prizes for the third heaviest Walleye in the Boat Ticket Division.
- a. The Weekly 3<sup>rd</sup> Place has an approximate retail value of \$200.

### **Derby Tickets**

25. Derby tickets must be purchased ONLINE ONLY at [www.theultimatewalleyederby.com](http://www.theultimatewalleyederby.com) and are non-transferable and non-refundable.
26. Derby tickets MUST be purchased at least 48 hours in advance of fishing.
27. Derby tickets are valid from 1/1/24 to 12/31/24.
28. All participants of The Ultimate Walleye Derby MUST have a valid derby ticket prior to the weigh in of fish.
29. Derby Ticket Options:
- **Boat Ticket - \$1300** (covers all persons aboard boat, valid for all 4 weeks of fishing\*, valid through 12/29/24 for weekly sweepstakes)
  
  - **Family Ticket - \$300** (2 adults, 3 children under 18 y/o, from same household (address) or same last name, valid for all 4 weeks of fishing\*, valid through 12/29/24 for weekly sweepstakes)
  
  - **Individual Ticket - \$100** (valid for all 4 weeks of fishing\*, valid through 12/29/24 for weekly sweepstakes)
  
  - **Daily Ticket - \$40** (valid for one (1) day, to be assigned at purchase, not valid for weekly sweepstakes)
- \*Based on ticket purchase prior to 3/27/24 at 11:59pm.
30. To be considered a registered participant in The Ultimate Walleye Derby, the participant must either:
- a. Buy a daily ticket or individual ticket in their own name.
  - b. Buy a family ticket which names the participants in their own names.
    - i. Participants fishing under a Family Ticket must reside in the same household or have the same last name. The family ticket allows the ticket holder (adult), to include one (1) additional adult and (up to) three (3) children (under 18 y/o) to participate. Persons registered under a family ticket must be named at time of purchase of the ticket.
  - c. Be fishing on a boat that has been registered with a "boat ticket" while the boat ticket holder (Captain) or Alternate captain is present. Person(s) will be considered "participants" only while aboard said boat with "boat ticket".
    - i. All boat ticket participants (Boat captain(s) and boat name) will be listed on [www.theultimatewalleyederby.com](http://www.theultimatewalleyederby.com)
    - ii. A boat ticket will be registered to the captain and boat registration number (MC Number or documented USCG name) and cannot be transferred to any other boat.
    - iii. The boat ticket purchaser may elect one Alternate Captain on the boat ticket registration:-

- iv. All persons fishing on a registered boat in which that captain has a boat ticket are the responsibility of the of the Captain or Alternate Captain.
  - i. Entry of a fish for weigh-in is the responsibility of the Captain or Alternate Captain. The participant must be present if the fish is going to be registered in the participant's name.
  - v. The boat ticket holder (Captain) may also use their ticket as an individual ticket. This does NOT apply to alternate captain.
  - vi. If a winning fish was caught on a boat that has been registered under a boat ticket, The Ultimate Walleye Derby will not be responsible for splitting of prizes or agreements made between the boat ticket holder and their clients / participants / persons fishing under their boat ticket.
  - vii. Charter clients or any persons fishing on a registered boat in which the captain has a boat ticket agrees to all terms and conditions and MUST sign a waiver prior to fishing.
  - viii. The Captain or Alternate Captain must utilize the ETournament fishing app while fishing. All other persons fishing under a boat ticket are not required to utilize the Etournament App.
31. All participants under the age of 18 (minor) can NOT purchase their own ticket. The legal guardian is required to purchase the derby ticket and acknowledge the terms and conditions at time of purchase. The legal guardian agrees to all terms and conditions of The Ultimate Walleye Derby on behalf of the minor. Legal guardian will assume all liability of the waiver for the minor.
32. All participants must have a valid fishing license that correlates to the waters being fished. For example, if fishing in Michigan waters, you must possess a Michigan fishing license. Fish must be legally caught in accordance with the fishing laws of that state. Any indications of an illegally caught fish will lead to immediate disqualification from The 2024 Ultimate Walleye Derby.
- a. **Spearfishing is NOT allowed**
33. When fishing from a boat (non-boat ticket):
- a. All persons aboard MUST be registered participants.
    - i. Children under 6 y/o do NOT need a derby ticket
    - ii. Children 6-17 y/o MUST have a derby ticket.
    - iii. Anyone 18 y/o or older MUST have a derby ticket
  - b. If there are non-participants on a boat, whether they are fishing or not, any fish that is caught and weighed-in on that fishing outing will be disqualified. No exceptions.
  - c. The Ultimate Walleye Derby Official(s) may inspect boats at any time to ensure all boat occupants hold tickets.
34. If fishing from a boat, the boat must be legally registered, legally operated and legally equipped with all required equipment and safety devices.

## **Weigh-In**

35. Fish may only be weighed in between 6am-8pm daily. Weigh stations are independently owned and operated; be sure to check with individual weigh stations and note that hours may vary. The

Ultimate Walleye Derby makes no guarantee to the hours of operation of each independent weigh station.

36. To weigh any fish in The Ultimate Walleye Derby you must present a valid derby ticket number and a photo ID (or birth certificate for a minor) to the weigh station attendant or the weigh in becomes invalid and that fish will be disqualified.
37. Only One (1) Fish is allowed per participant to be registered for the duration of the tournament. Participant is allowed to upgrade fish throughout the 4 week fishing period of the derby. If a participant weighs in multiple fish, only the highest placing fish entered will be considered.
38. Any fish caught under coverage of a boat ticket, must be taken to the official weigh station by the person registering the fish. The boat ticket holder (Captain) or Alternate Captain does not need to be present. It is the responsibility of the Boat Ticket holder or Alternate Captain to provide the needed information for weigh-in to their guests/clients.
39. Boat ticket holders may win multiple prizes from the "Boat Ticket Division Prizes" ONLY. Boat ticket holders must comply to rule #37 above for all other prizes.
40. In order for a fish to be eligible for weigh in, the fish must be a minimum length of 25 inches. Length is considered from the tip of the nose to the tip of the tail with the tail pinched.
41. Fish will be weighed to the nearest hundredth of a pound (.01).
42. Winning Fish will be by weight. Ties will be determined by which fish was weighed in first. First weighed in fish wins the tiebreaker.
43. All Ultimate Walleye Derby scales are calibrated professionally prior to the start of the Derby. We understand that other events utilize different scales that may create discrepancies. In the case of a weight difference between scales, the weight provided by the Official Ultimate Walleye Derby scale will be final and official.
44. Once a fish is weighed in and registered with the derby, the gill plate will be marked with a hole punch (done at the weigh station). An entered fish cannot be re-weighed at any other weigh station. Weigh stations will not accept fish for entry into the derby if said fish has a gill plate hole. Any attempt to re-weigh an entered fish will lead to immediate disqualification of the participant from The 2024 Ultimate Walleye Derby.
45. A registered participant may weigh their fish at any other tournament. Once a fish is withheld by the weigh station and is considered a current leader of the derby, it will NOT be returned to the participant until the completion of the derby week. It is recommended that fish are weighed in other tournaments prior to weighing in at The Ultimate Walleye Derby.
46. An entered fish is the ownership and responsibility of the registered participant (daily ticket holder, individual ticket holder, family ticket holder, boat ticket holder (captain)). If a fish's current standing is 1st-3rd for the week or the current overall winner, that fish will be kept by the weigh station for further inspection by the Derby Official. If a participant's fish gets bumped out of the top 3, it is up to the participant to pick up said fish.
47. Any Fish that is weighed in and entered in the derby must be weighed in within 24 hours of being caught. Any fish that is suspected longer than 24 hours since being caught will not be weighed. It is the responsibility of the angler to keep the fish as fresh as possible to ensure that it will be accepted for registration into the derby. Any fish that is frozen, badly deteriorated, washed out and dead for a

long period of time will be disqualified. The weigh station and/or Derby Official will make the ultimate call.

48. After the weekly derby is complete, the Derby Official will thaw the alleged leading fish, re-weigh the fish, and stomach contents will be examined for ANY foreign objects. Fish with a snag, foul hook, gaff or gill net marks, even if taken legitimately by the participant, will not be accepted; nor will a fish that has foreign stomach contents or excessive internal contents. The examination of any fish will be videotaped.
49. On the date of inspection, the registered participant must re-claim possession of the fish.
50. When a participant weighs in a fish, the participant will be required to answer a questionnaire. The questionnaire will contain questions that may be asked during lie detector testing. It is required that the participant be truthful in their answers.
51. A weigh station owner or employee can be a registered participant. A weigh station employee or owner must take their personal fish to a weigh station they are not employed at or own for entry into the derby.

### **Prizes**

52. Congratulations to all the winners! All prizes will be awarded at the awards ceremony. All prize winners must be present to receive their prize. Under special circumstances, prizes will be shipped to the winners, at the winner's expense.
53. Prizes are non-transferable with no cash and/or other substitutes for merchandise prizes. All winners are responsible for tax liabilities for all prizes.
54. Prizes will be awarded in accordance with the rules and regulations of The Ultimate Walleye Derby. Prizes will be awarded after the lie detector test is passed (if found necessary) and tax paperwork is completed and returned.
55. Prize winners, along with all parties on board the boat at the time the fish was caught, may be subject to lie detector testing. The derby committee will decide if/when the test will be completed.
56. If a winner is under the age of 18 years, the prize will be awarded to his/her parent or legal guardian. The parent or legal guardian will be responsible for any taxes, fees, or registrations that may be required on the minor's behalf. The parent or legal guardian must sign and return all required documents that may be required for the minor's participation in The Ultimate Walleye Derby.
57. Prizes are based on 2550 tickets sold. This includes a combination of daily, individual, family and boat tickets. Prizes are subject to change based on participation.

### **Cheating**

58. Any person who wishes to protest any fish or participant registered in the Ultimate Walleye Derby for a violation of any contest rule or unsportsmanlike conduct, must submit the protest in writing and email it to [fish@theultimatesalmonderby.com](mailto:fish@theultimatesalmonderby.com). A \$250 cash protest fee must be presented to the Derby Official in person, at an official weigh station. The protester must state the rule violated and facts known to the protester. All protests must be submitted by email either within 48 hours of the time the protested fish was registered or by 8:00 PM EST on 4/30/24, whichever is earlier. The Derby Official will review all protests. If the protest is found valid, the fee will be returned. If a protest is denied, the \$250 protest fee will be forfeited.



59. A participant will be disqualified and removed from the leaderboard after one (1) independent failed lie detector test, which will be provided at no cost to the participant.
60. Any participant summoned by the tournament committee for lie detector test must arrive at their scheduled appointment(s) or they are subject to disqualification.
61. Testing will begin immediately following the close of the derby and results will be finalized on or before May 17, 2024.
62. Any participant disqualified due to the result of the lie detector test will be given their written results as soon as practicable.
63. The Ultimate Salmon Derby, LLC DBA The Ultimate Walleye Derby reserves the right to refuse any registration of a participant or entered fish.
64. The Ultimate Salmon Derby, LLC DBA The Ultimate Walleye Derby reserves the right to refuse any registration of a participant who has been proven to have cheated in this or any other event, tournament, or contest.
65. A participant can be disqualified for any violations of the rules, state fishing or game laws, and major boating law violations occurring within The Ultimate Walleye Derby dates.
66. By entering The Ultimate Walleye Derby, participants agree to the use, without charge, of their names and photographs for promotional purposes.
67. Employees that receive financial compensation from The Ultimate Salmon Derby, LLC DBA The Ultimate Walleye Derby are NOT eligible to participate in The Ultimate Walleye Derby. Employees will be considered "ticket holders" when fishing on a common boat with other participants. Employees can fish with participants of the derby however, the employees will be disqualified from entering, or weighing in a derby fish. The participants of the derby will not be disqualified if fishing with an employee and are allowed to weigh in a derby fish if caught on that fishing outing.
68. The Ultimate Salmon Derby LLC DBA The Ultimate Walleye Derby does not endorse any of the Charter Boats that enter the Ultimate Walleye Derby with a boat ticket. The boat ticket simply affords a charter boat client the opportunity to fish with a boat ticket holder (Captain) or Alternate Captain. As a condition of entering The Ultimate Walleye Derby, each Captain, employees of the charter boat and their clients release The Ultimate Salmon Derby LLC DBA The Ultimate Walleye Derby from all liability that may be occasioned to any of them due to participation in The Ultimate Walleye Derby.
69. Fishing presents hazards at any time; weather, faulty equipment, and poor seamanship etc. as a condition of entering The Ultimate Walleye Derby. Each participant (and his/her parent or legal guardian, if he/she is a minor) hereby releases all employees, directors, representatives, successors, assigns and agents (the "Released Parties") of The Ultimate Salmon Derby LLC DBA Ultimate Walleye Derby and all Contest Parties for loss, damage or injury suffered during or arising out of negligence of those hereby released.
70. The Ultimate Salmon Derby LLC DBA The Ultimate Walleye Derby may, at complete discretion and for any reason, cancel the event, in whole or in part for any reason, including without limitation (a) a withdrawal from the event by sponsors or a failure by sponsors to provide sponsorship funds; (b) acts of God; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) action by any governmental authority; (f)

national or regional emergency; (g) and disease, pandemics and epidemics; The Ultimate Salmon Derby LLC DBA The Ultimate Walleye Derby or any employees or contractors will not be liable for not holding the Derby. The Ultimate Salmon Derby LLC DBA The Ultimate Walleye Derby at their sole discretion may decide to reimburse ticket holders where appropriate.

71. The Ultimate Walleye Derby may change or modify any of these rules as necessary. Any changes will be communicated via [www.theultimatewalleyederby.com](http://www.theultimatewalleyederby.com) or social media.

**Weekly Prize Sweepstakes Rules**

72. NO PURCHASE, DONATION OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE, DONATION OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

73. ELIGIBILITY: Sweepstakes is open to legal residents of the United States age 18 or older. If a derby participant is under the age of 18, their entry will be assigned to the legal guardian who purchased their ticket. All federal, state and local laws and regulations apply. Employees and their immediate families (parents, children, spouse, siblings) of the The Ultimate Salmon Derby or The Ultimate Walleye Derby, its affiliates, subsidiaries, sales representatives, and all other companies involved with the development or execution of this Sweepstakes (collectively referred to "Released Parties") are NOT ELIGIBLE TO ENTER.

74. ENTRY PERIOD: The Ultimate Walleye Derby's Weekly Prize Sweepstakes entry start and end on the following dates and times:

Drawing Number	Entry Start (12:01am)	Entry End (6:00pm)	Drawing Date (8:00pm)	Drawing Number	Entry Start (12:01am)	Entry End (6:00pm)	Drawing Date (8:00pm)
1	1/1/2024	2/4/2024	2/4/2024	25	7/15/2024	7/21/2024	7/21/2024
2	2/5/2024	2/11/2024	2/11/2024	26	7/22/2024	7/28/2024	7/28/2024
3	2/12/2024	2/18/2024	2/18/2024	27	7/29/2024	8/4/2024	8/4/2024
4	2/19/2024	2/25/2024	2/25/2024	28	8/5/2024	8/11/2024	8/11/2024
5	2/26/2024	3/3/2024	3/3/2024	29	8/12/2024	8/18/2024	8/18/2024
6	3/4/2024	3/10/2024	3/10/2024	30	8/19/2024	8/25/2024	8/25/2024
7	3/11/2024	3/17/2024	3/17/2024	31	8/26/2024	9/1/2024	9/1/2024
8	3/18/2024	3/24/2024	3/24/2024	32	9/2/2024	9/8/2024	9/8/2024
9	3/25/2024	3/31/2024	3/31/2024	33	9/9/2024	9/15/2024	9/15/2024
10	4/1/2024	4/7/2024	4/7/2024	34	9/16/2024	9/22/2024	9/22/2024
11	4/8/2024	4/14/2024	4/14/2024	35	9/23/2024	9/29/2024	9/29/2024
12	4/15/2024	4/21/2024	4/21/2024	36	9/30/2024	10/6/2024	10/6/2024
13	4/22/2024	4/28/2024	4/28/2024	37	10/7/2024	10/13/2024	10/13/2024
14	4/29/2024	5/5/2024	5/5/2024	38	10/14/2024	10/20/2024	10/20/2024
15	5/6/2024	5/12/2024	5/12/2024	39	10/21/2024	10/27/2024	10/27/2024
16	5/13/2024	5/19/2024	5/19/2024	40	10/28/2024	11/3/2024	11/3/2024
17	5/20/2024	5/26/2024	5/26/2024	41	11/4/2024	11/10/2024	11/10/2024
18	5/27/2024	6/2/2024	6/2/2024	42	11/11/2024	11/17/2024	11/17/2024
19	6/3/2024	6/9/2024	6/9/2024	43	11/18/2024	11/24/2024	11/24/2024
20	6/10/2024	6/16/2024	6/16/2024	44	11/25/2024	12/1/2024	12/1/2024
21	6/17/2024	6/23/2024	6/23/2024	45	12/2/2024	12/8/2024	12/8/2024
22	6/24/2024	6/30/2024	6/30/2024	46	12/9/2024	12/15/2024	12/15/2024
23	7/1/2024	7/7/2024	7/7/2024	47	12/16/2024	12/22/2024	12/22/2024
24	7/8/2024	7/14/2024	7/14/2024	48	12/23/2024	12/29/2024	12/29/2024

75. HOW TO ENTER: There are two ways to enter the sweepstakes.

- a. Purchase an Individual, Family or Boat Ticket for The Ultimate Walleye Derby for 2024 online at [www.theultimatewalleyederby.com](http://www.theultimatewalleyederby.com) and follow the online instructions. By becoming a

participant of the Ultimate Walleye Derby, the participant will be entered into each of the remaining Weekly Prize Sweepstakes occurring after the date of ticket purchase.

- b. Alternate Method for non-derby participants: During the entry period mail complete a 3" x 5" postcard with your name, address, age, email address, daytime phone number, and week number, legibly hand-printed in blue ink in capital letters, then sign your name in ink at the bottom of the card. The envelope/card must be received and postmarked with the date occurring between the Entry Start and the Entry End (dates/times) above for each week. Mail the card with sufficient pre-paid postage to The Ultimate Walleye Derby, The Ultimate Walleye Derby PMB #144, 20836 Hall Rd, Clinton Twp., MI, 48038. Entries must be mailed separately for each week. (up to a maximum of forty-eight (48) entries per entrant). All entries become the property of The Ultimate Walleye Derby and will not be returned or acknowledged.

76. CONSUMER DISCLOSURES: You have not yet won. No purchase necessary. For this Sweepstake, one prize will be awarded on the Drawing Date. Individual prize for Sweepstakes Approximate Retail Value (ARV): \$249.00. Odds of winning depend on the number of eligible entries received during the Entry Period. Prizes are not transferable or redeemable for cash and no substitution of prize by a winner is permitted. All federal, state and local taxes, including but not limited to income taxes as well as any other incidental expenses not specified herein are the sole responsibility of each winner. Recipient/caregiver may request a way to be removed from the sponsor's mailing list by sending, in writing, their name and address of the person to be removed to: The Ultimate Walleye Derby PMB #144, 20836 Hall Rd, Clinton Twp., MI, 48038. All federal, state, provincial and local taxes on a prize are the sole responsibility and liability of the prize winner. Sponsor will report the value of the prizes as required by law. An IRS Form 1099 will be issued to the winner.
77. WINNER SELECTION: Winner for Sweepstakes will be selected from the eligible entries received during the Entry Period. All eligible entries will be combined as received during the entry period.
78. NOTIFICATION OF WINNERS: All random drawings will be conducted under supervision of The Ultimate Walleye Derby whose decision is final and binding. Each winner will be notified by mail, phone or email within 14 days after the drawing. Prizes will be awarded within 30 days after prize notification. Entry & acceptance of prize constitute permission to use a winner's name, prize won, hometown & likeness for promotional purposes including online posting without further compensation, except where prohibited by law. Winners shall be provided the option to receive their prize in person at a location determined by The Ultimate Walleye Derby. Alternatively, winners may request that their prize is shipped to an eligible receiving location of their choosing. Winners shall be solely responsible for any costs, fees or charges associated with the shipping or transfer of a prize.
79. PRIVACY POLICY: Any personally identifiable information collected during an entrant's participation in the sweepstakes will be collected by The Ultimate Walleye Derby, and will be used by The Ultimate Walleye Derby for purposes of the proper administration and fulfillment of the sweepstakes as described in these Official Rules and in accordance with The Ultimate Walleye Derby's Privacy Policy as stated at [www.theultimatewalleyederby.com](http://www.theultimatewalleyederby.com) and any communications an Entrant may agree during the registration process to receive in the future.
80. ADDITIONAL RULES: Entrants assume all liability for any injury, loss or damage caused or claimed to be caused by your participation in the Sweepstakes and/or the acceptance, awarding, receipt, use

and/or legal or illegal misuse of any prize, and hereby fully and unconditionally release and agree to hold harmless and indemnify, including all their legal fees and costs, the Sponsors' respective affiliates, subsidiaries, directors, employees and agents, and all others associated with the development and execution of this sweepstakes from any such liability. Winners acknowledge that Sponsors and all other companies concerned with this Sweepstakes and their agents do not make, nor are in any manner responsible for, any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions or fitness of any aspect of the prizes. However, each prize will be subject to the manufacturer's standard warranty. Prizes for this Sweepstakes are subject to availability at the time of drawing. A comparable prize or model will be awarded if the current model is not available at the time of drawing.

81. LIST OF WINNERS: For a list of winners (available after 12/29/2024), send a self-addressed stamped envelope to Sweepstakes Winners, The Ultimate Walleye Derby PMB #144, 20836 Hall Rd, Clinton Twp., MI, 48038. A list of winners will be posted on The Ultimate Walleye Derby's web page after 1/1/2025.

#### **TICKET PURCHASE CONDITIONS**

- 82. I AM AWARE AND UNDERSTAND THAT THE DERBY INVOLVES MANY RISKS, DANGERS, AND HAZARDS, INCLUDING BUT NOT LIMITED TO THE RISK OF SERIOUS INJURY, DEATH OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE DERBY. I FREELY ACCEPT AND FULLY ASSUME ANY AND ALL OF THE RISKS, DANGERS AND HAZARDS INVOLVED AND THE POSSIBILITY OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF THE ULTIMATE WALLEYE DERBY OWNERS, THE ULTIMATE SALMON DERBY LLC ORGANIZERS OR OTHERWISE. I HEREBY EXPRESSELY WAIVE AND RELEASE ANY AND ALL CLAIMS, ACTIONS, DEMANDS, DAMAGES, COSTS, EXPENSES AND COMPENSATION FOR DAMAGE OR LOSS TO MYSELF, HEIRS, AND ANY PERSONAL REPRESENTATION WHICH I HAVE OR MAY HAVE IN THE FUTURE AGAINST THE ULTIMATE SALMON DERBY LLC DBA ULTIMATE WALLEYE DERBY ORGANIZERS, ITS AFFILIATES, OWNERS, PARTNERS, AND THEIR RESPECTIE REPRESENTATIVES, EMPLOYEES, SUCCESSORS AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ON ACCOUNTS OF BODILY INJURY, ILLNESS, DEATH, MEDICAL TREATMENT OR PROPERTY DAMAGE ARISING OUT OF OR ATTRIBUTABLE TO MY PARTICIPATION IN THE ULTIMATE WALLEYE DERBY DUE TO ANY CAUSE WHATSOEVER, INCLUDING WITHOUT LIMITATION THE NEGLIGENCE OF THE UTIMATE WALLEYE DERBY OWNERS, ORGANIZERS OR ANY OTHER RELEASEE, BREACH OF THE THESE TERMS AND CONDITION, OR BREACH OF ANY STUATORY OR OTHER DUTY OF CARE OWING UNDER LEGISLATION. I COVENANT NOT TO MAKE OR BRING ANY SUCH CLAIM AGAINST THE ULTIMATE SALMON LLC DBA THE ULTIMATE WALLEYE DERBY, DERBY OWNERS, OR ORGANIZERS OR ANY OTHER RELEASEES AND FOREVER RELEASE AND DISCHARGE THE ULTIMATE SALMON LLC DBA THE ULTIMATE WALLEYE DERBY, DERBY OWNERS, ORGANIZERS AND ALL OTHER RELEASEES FROM LIABILITY UNDER SUCH CLAIMS, ACTIONS, DEMANDS, DAMAGES, COST, EXPENSES. I SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE ULTIMATE SALMON DERBY LLC, ULTIMATE WALLEYE DERBY OWNERS, ORGANIZERS AND ALL OTHER RELESASEES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE LEGAL FEES, IN CONNECTION WITH ANY THIRD-PARTY CLAIM, SUIT, ACTION OR PROCEEDING ARISING OUT OF OR RESULTING FROM THE THE ULTIMATE SALMON DERBY LLC DBA ULTIMATE WALLEYE DERBY. WHEN PURCHASING A TICKET, AND CLICKING THE ACKNOWLEDGEMENT BOX, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS AND CONDITIONS OF THE DERBY. I AM VOLUNTARILY WAIVING**

**SUBSTANTIAL LEGAL RIGHTS (ON MY BEHALF AND ON BEHALF OF MY HEIRS, EXECUTORS, ADMINISTRATORS AND NEXT-OF-KIN), INCLUDING THE RIGHT TO SUE THE ULTIMATE SALMON DERBY LLC DBA ULTIMATE WALLEYE DERBY OWNERS, ORGANIZERS AND THE RELEASEES.**

## **Privacy Policy**

Protecting your private information is our priority. This Statement of Privacy applies to [www.theultimatewalleyederby.com](http://www.theultimatewalleyederby.com), and The Ultimate Salmon Derby dba The Ultimate Walleye Derby and governs data collection and usage. For the purposes of this Privacy Policy, unless otherwise noted, all references to The Ultimate Salmon Derby include [www.theultimatesalmonderby.com](http://www.theultimatesalmonderby.com), The Ultimate Walleye Derby and [www.theultimatewalleyederby.com](http://www.theultimatewalleyederby.com). The Ultimate Salmon Derby website is a Marketing & Derby Contest site. By using the Ultimate Salmon Derby website, you consent to the data practices described in this statement.

### **Collection of your Personal Information**

In order to better provide you with products and services offered, The Ultimate Salmon Derby may collect personally identifiable information, such as your:

- First and Last Name
- Mailing Address
- E-mail Address
- Phone Number
- Participant Pictures, Participant Videos, Vessel Name, MC Numbers

If you purchase The Ultimate Salmon Derby's products and services, we collect billing and credit card information. This information is used to complete the purchase transaction.

The Ultimate Salmon Derby may also collect anonymous demographic information, which is not unique to you, such as your:

- Age
- Gender

We do not collect any personal information about you unless you voluntarily provide it to us. However, you may be required to provide certain personal information to us when you elect to use certain products or services. These may include: (a) registering for an account; (b) entering a sweepstakes or contest sponsored by us or one of our partners; (c) signing up for special offers from selected third parties; (d) sending us an email message; (e) submitting your credit card or other payment information when ordering and purchasing products and services. To wit, we will use your information for, but not limited to, communicating with you in relation to services and/or products you have requested from us. We also may gather additional personal or non-personal information in the future.

### **Use of your Personal Information**

The Ultimate Salmon Derby collects and uses your personal information to operate and deliver the services you have requested.

The Ultimate Salmon Derby may also use your personally identifiable information to inform you of other products or services available from The Ultimate Salmon Derby and its affiliates.

### **Sharing Information with Third Parties**

The Ultimate Salmon Derby does not sell, rent or lease its customer lists to third parties.

The Ultimate Salmon Derby may, from time to time, contact you on behalf of external business partners about a particular offering that may be of interest to you. In those cases, your unique personally identifiable information (e-mail, name, address, telephone number) is transferred to the third party. The Ultimate Salmon Derby may share data with trusted partners to help perform statistical analysis, send you email or postal mail, provide customer support, or arrange for deliveries. All such third parties are prohibited from using your personal information except to provide these services to The Ultimate Salmon Derby, and they are required to maintain the confidentiality of your information.

The Ultimate Salmon Derby may disclose your personal information, without notice, if required to do so by law or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on The Ultimate Salmon Derby or the site; (b) protect and defend the rights or property of The Ultimate Salmon Derby; and/or (c) act under exigent circumstances to protect the personal safety of users of The Ultimate Salmon Derby, or the public.

### **Opt-Out of Disclosure of Personal Information to Third Parties**

In connection with any personal information we may disclose to a third party for a business purpose, you have the right to know:

- The categories of personal information that we disclosed about you for a business purpose.

You have the right under the California Consumer Privacy Act of 2018 (CCPA) and certain other privacy and data protection laws, as applicable, to opt-out of the disclosure of your personal information. If you exercise your right to opt-out of the disclosure of your personal information, we will refrain from disclosing your personal information, unless you subsequently provide express authorization for the disclosure of your personal information. To opt-out of the disclosure of your personal information, visit this Web page [www.theultimatesalmonderby.com](http://www.theultimatesalmonderby.com).

### **Tracking User Behavior**

The Ultimate Salmon Derby may keep track of the websites and pages our users visit within The Ultimate Salmon Derby, in order to determine what The Ultimate Salmon Derby services are the most popular. This data is used to deliver customized content and advertising within The Ultimate Salmon Derby to customers whose behavior indicates that they are interested in a particular subject area.

### **Automatically Collected Information**

Information about your computer hardware and software may be automatically collected by The Ultimate Salmon Derby. This information can include: your IP address, browser type, domain names, access times and referring website addresses. This information is used for the operation of the service, to maintain quality of the service, and to provide general statistics regarding use of The Ultimate Salmon Derby website.

### **Use of Cookies**

The Ultimate Salmon Derby website may use "cookies" to help you personalize your online experience. A cookie is a text file that is placed on your hard disk by a web page server. Cookies cannot be used to run programs or deliver viruses to your computer. Cookies are uniquely assigned to you, and can only be read by a web server in the domain that issued the cookie to you.

One of the primary purposes of cookies is to provide a convenience feature to save you time. The purpose of a cookie is to tell the Web server that you have returned to a specific page. For example, if you personalize The Ultimate Salmon Derby pages, or register with The Ultimate Salmon Derby site or services, a cookie helps The Ultimate Salmon Derby to recall your specific information on subsequent visits. This simplifies the process of recording your personal information, such as billing addresses, shipping addresses, and so on. When you return to the same The Ultimate Salmon Derby website, the information you previously provided can be retrieved, so you can easily use the The Ultimate Salmon Derby features that you customized.

You have the ability to accept or decline cookies. Most Web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If you choose to decline cookies, you may not be able to fully experience the interactive features of the Ultimate Salmon Derby services or websites you visit.

## **Links**

This website contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

## **Security of your Personal Information**

The Ultimate Salmon Derby secures your personal information from unauthorized access, use, or disclosure. The Ultimate Salmon Derby uses the following methods for this purpose:

- SSL Protocol

When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Sockets Layer (SSL) protocol.

We strive to take appropriate security measures to protect against unauthorized access to or alteration of your personal information. Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your personal information, you acknowledge that: (a) there are security and privacy limitations inherent to the Internet which are beyond our control; and (b) security, integrity, and privacy of any and all information and data exchanged between you and us through this Site cannot be guaranteed.

## **Right to Deletion**

Subject to certain exceptions set out below, on receipt of a verifiable request from you, we will:

- Delete your personal information from our records; and
- Direct any service providers to delete your personal information from their records.

Please note that we may not be able to comply with requests to delete your personal information if it is necessary to:

- Complete the transaction for which the personal information was collected, fulfill the terms of a written warranty or product recall conducted in accordance with federal law, provide a good or service requested by you, or reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform a contract between you and us;
- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity; or prosecute those responsible for that activity;
- Debug to identify and repair errors that impair existing intended functionality;
- Exercise free speech, ensure the right of another consumer to exercise his or her right of free speech, or exercise another right provided for by law;
- Comply with the California Electronic Communications Privacy Act;
- Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when our deletion of the information is likely to render impossible or seriously impair the achievement of such research, provided we have obtained your informed consent;
- Enable solely internal uses that are reasonably aligned with your expectations based on your relationship with us;

- Comply with an existing legal obligation; or
- Otherwise use your personal information, internally, in a lawful manner that is compatible with the context in which you provided the information.

### **Children Under Thirteen**

The Ultimate Salmon Derby collects personally identifiable information from children under the age of thirteen. The Ultimate Salmon Derby collects this information for the following reason(s): Names are used for ticketing purposes. Information will not be shared to third parties for any persons under the age of 13. Legal guardian will be responsible for all correspondence on the minor's behalf..

If you are under the age of thirteen, you must ask your parent or guardian for permission to use this website. If you are a parent and you have questions regarding our data collection practices, please contact us using the information provided at the end of this Statement of Privacy.

### **Opt-Out & Unsubscribe from Third Party Communications**

We respect your privacy and give you an opportunity to opt-out of receiving announcements of certain information. Users may opt-out of receiving any or all communications from third-party partners of The Ultimate Salmon Derby by contacting us here:

- Web page: [www.theultimatewalleyederby.com](http://www.theultimatewalleyederby.com)

- Email: [info@theultimatesalmonderby.com](mailto:info@theultimatesalmonderby.com)

- Phone: 586-221-0224

### **E-mail Communications**

From time to time, The Ultimate Salmon Derby may contact you via email for the purpose of providing announcements, promotional offers, alerts, confirmations, surveys, and/or other general communication. In order to improve our Services, we may receive a notification when you open an email from The Ultimate Salmon Derby or click on a link therein.

If you would like to stop receiving marketing or promotional communications via email from The Ultimate Salmon Derby, you may opt out of such communications by "replying STOP".

### **External Data Storage Sites**

We may store your data on servers provided by third party hosting vendors with whom we have contracted.

### **Changes to this Statement**

The Ultimate Salmon Derby reserves the right to change this Privacy Policy from time to time. We will notify you about significant changes in the way we treat personal information by sending a notice to the primary email address specified in your account, by placing a prominent notice on our website, and/or by updating any privacy information. Your continued use of the website and/or Services available after such modifications will constitute your: (a) acknowledgment of the modified Privacy Policy; and (b) agreement to abide and be bound by that Policy.

### **Contact Information**

The Ultimate Salmon Derby welcomes your questions or comments regarding this Statement of Privacy. If you believe that The Ultimate Salmon Derby has not adhered to this Statement, please contact The Ultimate Salmon Derby at:

The Ultimate Salmon Derby

PMB#144, 20836 Hall Rd



Clinton Township, Michigan 48038

Email Address:

info@theultimatesalmonderby.com

Telephone number:

586-221-0664

Effective as of December 04, 2023

Rules Updated January 22, 2024. E-tournament Line(s) #12,13,14,30c(viii). Boat Ticket Line #10

Rules Updated March 17, 2024, changes marked in RED text. Added Line #32a, 38. Revised Line(s) #36, 67.