

Monster Trout Contest 2024 Official Rules

- Void where prohibited by law.
- Affidavit of eligibility, release of liability, and prize acceptance agreement may be required.
- Open to all licensed West Virginia anglers.
- By participating in the contest, you agree to these official rules, which create a contract. Without limitation, such a contract includes grants of rights and indemnities to sponsor from you, a class action waiver, and a limitation of your rights and remedies.
- By entering the Monster Trout Contest, you are granting the West Virginia Division of Natural Resources permission to post your submission photo on the WVDNR's social media channels.

Sponsor: West Virginia Division of Natural Resources, 324 4th Avenue, South Charleston, WV 25303

ELIGIBILITY:

To enter the 2024 Monster Trout Contest (the "Contest"), you must be a properly licensed angler or exempt from having a license in the State of West Virginia. Anyone under the age of 18 must have parental consent. The trout submitted in the photo must have been legally caught in the State of West Virginia during an open 2024 fishing season.

Employees of Sponsor or its affiliates, sales representatives, agencies, dealers, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in the Contest, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the immediate family (parent, spouse, sibling, child, grandparent, grandchild, regardless of where they reside) and household members of all such employees, are NOT eligible. The contest is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law.

HOW TO ENTER:

To enter the Contest, you must catch one of the tagged monster trout. Eligible trout will be tagged with a bright pink tag. Take a photograph of your catch and record the tag number. Submit all required information online at <https://wvdnr.gov/monster-trout-contest/>

ENTRY PERIODS:

Entry Periods begin at 12:01 a.m. ET on October 21, 2024; Entry Periods end at 11:59 p.m. ET on Friday, November 22, 2024. All Entry Periods are for 2024.

WINNER DETERMINATION:

Anglers who catch one of these fish and submit a photo with the tag number and all other required information online will be eligible to win a weekend cabin stay at a West Virginia State Park or a Cabela's prize package.

PRIZES AND APPROXIMATE RETAIL VALUE (“ARV”):

Weekend West Virginia State Park cabin stay valued at approximately \$300. Cabela’s prize package valued at approximately \$50.

Winning a prize is contingent upon fulfilling all requirements set forth herein.

PLEASE NOTE: Any taxes on the prizes are the sole responsibility of the winner. Where not prohibited, affidavit of eligibility (including SSN), residency, prize acceptance form, tax information, publicity release, and/or mutually acceptable liability releases may be required from the winner upon request by Sponsor. Prize is not transferable, and no substitution or cash equivalent is allowed, except at the Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize of the same approximate retail value if the advertised prize becomes unavailable for any reason. Grand Prize consists of only items specifically listed as part of the prize. All costs and expenses not specified herein relating to a prize are the sole responsibility of the winner. Limit one (1) prize per person during the Contest Period.

WINNER CONFIRMATION:

To be confirmed a winner, the selected entrant must: (1) Submit all required information by the contest deadline; and (2) if requested by the Sponsor, winner must execute and return within a reasonable specified time an Affidavit of Eligibility, Publicity Release, and Release of Liability (collectively, “Winner Documents”), that may include, without limitation, acceptance of the prize, tax information, and/or mutually acceptable liability releases, as requested by Sponsor, except where prohibited by law. If the selected entrant cannot be confirmed a winner for any reason, or if any Winner’s Documents requested by Sponsor are not fully completed within the specified time or are returned as undeliverable, the selected entrant may be disqualified and the prize will be forfeited and an alternate winner may be chosen.

PUBLICITY RELEASE:

Except where prohibited, acceptance of a prize constitutes the winner's consent that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent.

ACCEPTANCE BY A PARENT OR GUARDIAN:

All entries for youth (under 18) must be made by the youth participant’s parent or legal guardian to be deemed valid. By submitting an entry form, the parent or legal guardian is agreeing that the Official Rules shall apply to the youth participant, same as any adult participant, and that all lawful requirements, releases, and consents are duly authorized by the parent or legal guardian on behalf of, and as applied to, the child.

ENTRANTS’ AGREEMENT TO ABIDE BY OFFICIAL RULES:

By entering, entrant agrees that s/he has read, accepted, and will abide by and be bound by these Official Rules and agrees that any dispute with regard to the conduct of this Contest, rule interpretation, or the awarding of a prize shall be submitted to Sponsor, whose decision shall be binding and final.

RELEASE OF LIABILITY:

By entering, entrant agrees to release and hold harmless Sponsor and its dealers and retailers, affiliates, sales representatives, agencies, wholesalers, distributors and promotional and other vendor agencies involved in the Contest, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the above organizations ("Releasees") from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of a prize, participation in any Contest-related activity, or participation in the Contest.

LIMITATION OF LIABILITY:

Releasees are not responsible for, and each entrant releases and holds harmless, the Releasees from and against any losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with, a prize or any portion thereof for this Contest. Without limiting the generality of the foregoing, the Releasees will not be responsible for any typographical or other error in the printed or other related material related of this Contest, the administration of the Contest, the selection of entrants, in the announcement of the prizes, including erroneous appearance of qualification for a prize, any entries or entrants disqualified for any of the reasons stated in these Official Rules, or any loss, damage or claims caused by, or in any way related to a prize of the Contest itself.

WARNING:

Any attempt by any person to deliberately undermine the legitimate operation of the contest may be a violation of criminal and/or civil laws. Should such an attempt be made, Sponsor reserves the right to seek remedies and damage from any such person to the fullest extent permitted by law and to ban or disqualify such person from this and future contests.

DISPUTES REGARDING THE IDENTITY OF ENTRANT:

Entries will be deemed made by the authorized account holder of the email address submitted at the time of entry. In the event of a dispute, the selected entrant may be required to provide proof that they are the authorized holder of the identified email account.

CHANGES TO CONTEST, OFFICIAL RULES, ETC.:

Under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend this Contest, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of this Contest as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial/territorial or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, but not the obligation, in its sole and absolute discretion, to award the prizes from among all entries received to date.

DISPUTES/CHOICE OF LAW:

Each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in West Virginia; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this contest, but in no event attorneys' fees, and (3) under no circumstances will entrant be permitted to obtain award for, and entrant hereby waives all rights to claim punitive, incidental, and consequential damages, and any other questions concerning the construction, validity, interpretation, and enforceability of these official rules, or the rights and obligations of entrant and the Sponsor in connection with this contest shall be governed by, and constructed in accordance with, the laws of the state of West Virginia, without giving effect to any choice of law rules or provisions of any other jurisdiction that would cause the application of laws of any jurisdiction other than those of the state of West Virginia.

RULES GOVERN:

The Contest will be run in accordance with these Official Rules, which shall prevail, govern, and control in the event of any inconsistency with any Contest-related materials.

PRIVACY:

Personally identifiable information that is submitted by entrants as part of this Contest will be used to administer the Contest, to select the prize winners, and to fulfill the prizes, and will be treated in accordance with Sponsor's Privacy Policy available at commerce.wv.gov/privacy-policy.

AGREEMENT TO RECEIVE COMMUNICATION:

By entering, entrant agrees to receive communications, including communications by email and United States mail, from the West Virginia Division of Natural Resources. Entrant may unsubscribe at any time.

WINNERS' LIST:

For the name of winners, send a self-addressed stamped envelope by December 31, 2024 to: Winner's List - 2024 WVDNR Monster Trout Contest, West Virginia Division of Natural Resources, 324 4th Avenue, South Charleston, WV 25303.