

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

- Eligibility:** The Sweepstakes is open only to natural persons that are United States citizens or legal permanent residents of the United States, and such parties must currently reside in the United States (excluding without limitation, The District of Columbia, Puerto Rico, and any other United States territories or possessions) and be at least twenty-one (21) years of age or older at the time of entry. Employees and directors of Kimber Mfg., Inc. (“Sponsor” or “Kimber”), as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees and directors of Sponsor, and Sponsor’s and such other parties’ affiliates, are not eligible to enter or be awarded the prize under the Sweepstakes. The winner will be required to have a driver’s license and/or other valid proof of identification and will be required to undergo any and all applicable background check(s) (ex. NICS background check), and complete any and all required paperwork (ex. ATF Form #4473) at the applicable retail dealer that holds a Federal Firearms Licensee and is a Kimber Mfg., Inc. Master Dealer (“FFL Dealer”), and further, the winner will be required to comply with all federal, state, and local laws and regulations, including but not limited to any requirements regarding eligibility to possess a firearm. Failure to comply with each of these requirements will result in forfeiture of the prize. Sponsor will not be responsible for any fees required or collected by the FFL Dealer to perform these services and effectuate the transfer of the prize. Such fees shall be at the winner’s sole expense. **YOU ARE NOT AUTHORIZED TO PARTICIPATE IN THE SWEEPSTAKES IF YOU ARE NOT CURRENTLY RESIDING WITHIN THE UNITED STATES AND MEET ALL OTHER REQUIREMENTS OF THESE OFFICIAL RULES.** Sponsor reserves the right, in its sole discretion to disqualify any entrant where such entrant’s eligibility is in question, or where Sponsor finds such entrant to be acting in violation of the Official Rules.
- Entry Period:** The Sweepstakes begins at 12:00 PM Eastern Time on December 9, 2014 and ends at 11:59 PM Eastern Time on December 18, 2014 (the “Entry Period”). Entries submitted before or after the Entry Period will not be eligible. Sponsor’s computer is the official time-keeping device for the Sweepstakes.
- How to Enter:** Follow the instructions and complete the online entry form at www.kimberamerica.com/promotions. There is a limit of one (1) entry per person and you may not use multiple e-mail addresses to enter. The use of an agency or any automated system to enter is strictly prohibited, and Sponsor reserves the right to disqualify any entries received through such methods. The Sponsor is not responsible for lost, late, incomplete, garbled, stolen, misdirected or misrouted, returned, non-deliverable, distorted or damaged transmissions or entries, and further, Sponsor is not responsible for unavailable network connections or transmissions, telephone, electronic, hardware, software, internet, or other computer or communications problems or any other

problems of any kind, whether mechanical, human or electronic. No entries will be acknowledged or returned.

4. **Agreement to Official Rules:** By entering the Sweepstakes, you indicate your full and unconditional agreement to these Official Rules and Sponsor's decisions regarding the Sweepstakes, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.
5. **Drawing:** On or about December 19, 2014, Sponsor will select one (1) potential winner in a random drawing of all entries received. The odds of being selected depend on the number of entries received.
6. **Notification and Requirements of Potential Winner:** Sponsor will attempt to notify potential winner within ten (10) business days of the drawing, and notification will be by e-mail. Except where prohibited by applicable law, a potential winner may be required to complete and return an affidavit of eligibility and liability/publicity release, and will be required to provide his or her social security number. The potential winner's social security number will be used for purposes of verifying eligibility and for tax reporting purposes. The information in the potential winner's affidavit must be correct or the potential winner will be disqualified. If the potential winner cannot be contacted, is ineligible, fails to sign and return required documents or other information within the required time period, or if the potential winner does not comply with or cannot meet any of the requirements under these Official Rules or any requirements under applicable law or regulation, an alternate potential winner may be selected by Sponsor in his/her place in a random drawing of all remaining entries received. Only three (3) alternate potential winners may be contacted.
7. **Prize:** Entrants in the Sweepstakes will have an opportunity to enter to win the following: one (1) "Kimber Micro Raptor" (MSRP \$960.00); one (1) "Inside Heat IWB Holster for Micro" (MSRP \$37.99); one (1) "Micro 6 Round Stainless Steel Magazine" (MSRP \$21.95); one (1) "PepperBlaster" (MSRP 39.95); one (1) "Kimber 2.75" Blade Folding Knife by Kershaw" (MSRP \$57.99); one (1) "Kimber 24 Ounce Bottle by Liberty Bottleworks" (MSRP \$25.95); one (1) "Kimber Graphic T-Shirt" (MSRP \$24.99); and a "Kimber Standard Cap" (MSRP \$16.99). The total approximate prize value is \$1,185.81, and is pursuant to these Official Rules and in accordance with applicable law. The Sponsor will issue a 1099 Form with the value of the prize. A winner is responsible for paying any applicable income taxes and any and all other costs and expenses not listed above. Any prize details not specified above will be determined by Sponsor, in its sole discretion. A prize may not be transferred or assigned, and must be accepted as awarded. A winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason, as determined by Sponsor, in its sole discretion. In the event that the firearm that is selected as the prize (as outlined above) is not eligible to be sold in the potential winner's state of residence, then Sponsor in its sole discretion, may substitute a firearm of similar value that is permitted in the potential winner's state of residence, or alternatively, the Sponsor may select an alternate winner

where such firearm is permitted in the alternate winner's state of residence. The winner shall not be eligible to win more than one Sponsor Sweepstakes in any calendar year.

8. **General Conditions:** Sponsor reserves the right to change the Official Rules at any time, and further, in the event that the operation, security, or administration of the Sweepstakes is impaired in any way, Sponsor may, in its sole discretion, without notification, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes; (b) award the prize at random from among the eligible entries received up to the time of the impairment; or (c) terminate the Sweepstakes in Sponsor's sole discretion. In addition to any other right it may have at law and equity, Sponsor reserves the right, in its sole discretion, to disqualify and seek remedies and damages to the fullest extent of the law from any individual who tampers with the operation of the Sweepstakes, violates these Official Rules, violates the terms of use of Sponsor's website, or acts in a disruptive or unsportsmanlike manner, or abuses, threatens, or harasses Sponsor. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an online entry, the authorized account holder of the e-mail address used to enter will be deemed to be the owner. The Sweepstakes is subject to federal, state, and local laws and regulations and is void where prohibited. Sponsor reserves the right to terminate the Sweepstakes at any time if required by applicable law. Except as otherwise expressly provided herein, the Sponsor makes no warranty, guarantee or representation of any kind concerning any prize, and expressly disclaims any and all warranties, including but not limited to any implied warranty. The actual winner will receive the applicable warranty of the firearm awarded as the Prize, as such warranty is set forth in the applicable owner's manual for the prize awarded, provided that, the firearm provided to the winner as the prize may have evidence of being test fired or exhibit minor handling marks.
9. **Release and Limitations of Liability:** By participating in the Sweepstakes, you agree to release, indemnify, and hold harmless Sponsor, FFL Dealer, and their respective parent, subsidiaries, affiliates, and each of their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action or liability, where such claim, cause of action, or liability arises directly or indirectly, in whole or in part, from the participation in the Sweepstakes, receipt, acceptance, possession, use, or misuse of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury, loss, or damage to person(s) or property, including death. You further agree that in any claims, cause of action, judgments, and awards, the Released Parties' liability will be limited to the actual out of pocket cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney's fees. You further waive the right to claim any damages whatsoever, including, but not limited to, punitive, special, consequential, direct, or indirect damages, and agree that no such damages shall be applicable. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, the above may not apply to you.

10. **Privacy and Publicity:** The information you provide when you enter is provided to Sponsor. The information will be used in accordance with Sponsor's Privacy Policy on Sponsor's website. Except where prohibited by applicable law, participation in the Sweepstakes constitutes your consent to Sponsor's use of your name, likeness, picture, voice, opinions, biographical information, written or oral statements, and state of residence, for advertising and promotional purposes worldwide and in any media including but not limited to the world wide web, without further notification, permission, consideration, compensation or further payment. Nothing herein shall be deemed to obligate Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use of any and every nature and kind.
11. **Disputes:** Except where prohibited by applicable law, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be subject to the laws of the State of New York and shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.
12. **Sponsor:** The Sweepstakes is sponsored by Kimber Mfg., Inc., 1120 Saw Mill River Road, Yonkers, NY 10710.
13. **Results:** To request a winners list, send a self-addressed, stamped envelope to Kimber Mfg., Inc., 1120 Saw Mill River Road, Yonkers, NY 10710, Attn: Manager-Marketing and Communications. Requests must be received within four (4) weeks of the end of the Entry Period.