

POF-USA FALL GIVEAWAY
Patriot Ordnance Factory Giveaway Rules

Sponsored By: Patriot Ordnance Factory, UN12 Magazine, Holosun Technologies, INC., Rifle Gear, FirstSpear, Norma Shooting, and Strike Industries

Promotion Period. The Promotion starts at 12:00 a.m. (all times EST) on November 13, 2023 and ends at 11:59 p.m. on December 8th, 2023 (the "Promotion Period"). All entries must be received during the Promotion Period and meet other requirements in these Official Rules to be eligible to win a prize. Drawing will be held December 9th, 2023. Winner will be announced after the potential winner is verified and confirmed.

OVERVIEW: Patriot Ordnance Factory has established a third part website (the "Site") to host the sweepstake (each a "Sweepstake"). Entry into the Sweepstake is not an entry for any other Sweepstakes. Details on the exact dates for any Sweepstake, along with the prize(s) available in that Sweepstake, and any other details will be listed on the Sweepstake entry Page (the "Sweepstake Page"). These Official Rules apply to the Sweepstake; provided that if the Sweepstake Page for any particular Sweepstake references its own separate set of Official Rules for that Sweepstake, then those Official Rules will apply.

NO PURCHASE IS NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. WINNER MAY BE REQUIRED TO PARTICIPATE IN THE PRIZE FULFILLMENT PROCESS AND SIGN DOCUMENTS, SUCH AS A RELEASE, AS DETAILED BELOW. BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. THESE RULES CONTAIN ARBITRATION AND DISPUTE RESOLUTION PROVISIONS THAT AFFECT THE WAY IN WHICH ANY CLAIM OR DISPUTE BETWEEN YOU AND THE SPONSOR WILL BE RESOLVED. SCROLL DOWN TO SECTION 9 TO SEE THE ARBITRATION AND DISPUTE RESOLUTION PROVISIONS.

THIS SWEEPSTAKE IS VOID WHERE PROHIBITED OR EXCLUDED.

1. SWEEPSTAKE DESCRIPTION. The **SWEEPSTAKE** consists of an online sweepstake (the "Sweepstake") in the 50 United States and the District of Columbia (the "Territory") that begins and ends at the dates and times listed on the Sweepstake Page for that specific sweepstake (the "Sweepstake Period"). The Sweepstake is void in Rhode Island, Hawaii, Puerto Rico and other U.S. Commonwealths, Territories and jurisdictions (including overseas military installations) and where prohibited. The Sweepstake is governed by these Official Rules along with any other additional rules on the Sweepstake Page.

2. WHO IS ELIGIBLE TO ENTER/TO WIN.

- **Eligibility.** The SWEEPSTAKE is open only to natural persons who are legal residents of the Territory, at least twenty-one (21) years of age at the time of entry, and legally eligible to own and possess a firearm in the Territory. Persons in the following categories are NOT eligible to participate: any person who on or after the beginning of this Sweepstake was or is (a) a director, officer, employee, agent, or independent contractor of Sponsor; (b) a director, officer, employee, agent, or independent contractor of any entity engaged to assist with the creation, administration, advertising, or management of the Sweepstake; or (c) an immediate family member (defined as spouse, IRS-dependent, or biological, foster, in-law, adoptive, or step- mother, father, sister, brother, daughter, or son) of, or who resides in the same household as, any person in any of the preceding categories.

Any attempt by Participant to obtain more than the stated number of entries by using multiple/different identities, email addresses and/or any other method will void that Participant's entry and that Participant may be disqualified from participating in any and all Sweepstakes. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed submitted by the person in whose name the email account (provided via the Entry Form) is registered ("Authorized Account Holder"). The Authorized Account Holder is the natural person who is assigned to the email address by an internet access provider, on-line service provider, or other organization that is responsible for assigning email addresses, or the domain associated with the submitted email address. No mechanically or programmatically reproduced entries are permitted. Sponsor will not verify receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, illegible, or damaged entries.

- **Agreement To Official Rules.** Sweepstakes will be conducted in the Territory by Patriot Ordnance Factory (the "Sponsor"), and each person who participates in the Sweepstake (each a "Participant") unconditionally accepts and agrees to comply with, abide by, and have all participation subject to these Official Rules, any other additional rules on the Sweepstake Page, and the decisions of the Sponsor, which shall be final and binding with respect to all aspect of the Sweepstake in the Territory.
- **To Be Eligible To Win.** Winning the prize requires that the potential winner of the prize is, and remains, in compliance with these Official Rules and any other additional rules on the Sweepstake Page. Until a potential winner is verified to be eligible and in compliance with these Official Rules and any other additional rules on the Sweepstake Page, the potential winner is, and will remain, a potential winner, unless the potential winner is disqualified for not complying with the Official Rules and/or not being eligible to participate in the Sweepstake. Sponsor reserves the right to disqualify any potential winner who Sponsor, in its sole and absolute discretion, determines is not permitted by law to receive a prize. Sponsor is not required to conduct any advertising or public relations associated with a winner.

3. HOW TO ENTER. By entering the sweepstake, the Participant is opting in and subscribing to receive marketing emails from: the Sponsor (Patriot Ordnance Factory), UN12 Magazine, Holosun Technologies, INC., FirstSpear, Norma Shooting, and Strike Industries, as indicated on the Sweepstake Page. Participant may revoke consent to receive emails at any time by using the unsubscribe link found within the marketing emails.

Online Entry: There is only one way to enter any Sweepstake. Follow the link provided and complete the required information on the entry form. At minimum you will be required to provide your first and last name, your email, and confirm you are at least 21 years of age or older.

Bonus Entries: A Sweepstake may provide for additional entries ("Bonus Entries"). A Participant may only receive a Bonus Entry if the minimum mandatory entry has been completed. Bonus Entries are optional and may not be available on every Sweepstake. Participant must complete the required action to earn the Bonus Entry.

For certain Sweepstake, an additional opportunity may be listed on the Sweepstake Page to earn bonus entries in that Sweepstake via a "referral" program whereby you can post a unique link in your social media feeds (all of which are free) and receive additional entries into the Sweepstake for each eligible person who follows your link and enters the applicable Sweepstake online. When this opportunity exists for a given Sweepstake, it will be listed on the applicable Sweepstake Page with complete details. It is your

responsibility to ensure that posting of any referral link is compliant with all state and federal laws as well as the terms of service for the platform on which you are posting.

By participating in any Sweepstake, you unconditionally accept and agree to comply with and abide by these Official Rules, the additional details on the applicable Sweepstake Page, the terms of use, and all decisions of the Sponsor, which shall be final and binding in all respects. All electronic entries for any Sweepstake Period must be received during that Sweepstake Period. Proof of transmission is not proof of receipt.

4. SWEEPSTAKE – PRIZES/ODDS/DETAILS. The prize(s) and value(s) available for any Sweepstake will be listed on the Sweepstake Page for that Sweepstake. The odds of winning in any Sweepstake depend on the number of eligible entries received for that Sweepstake.

- **Winner Selection and Notification.** Each Sweepstake drawing will be selected in a random drawing from among the eligible entries received during the applicable Sweepstake Period for that drawing per the "How to Enter" rule above, and will occur within approximately three (3) days after the end of the applicable Sweepstake Period. Each potential winner will be notified via email using the contact information supplied at the time of entry. The notification will include instructions on how to contact Sponsor to provide name, address or other information that may be necessary to complete validation of eligibility, obtain and complete Prize Claim Documents, and delivery of prize. No liability is assumed for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. If a potential winner does not respond within 3 days after the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. If a potential winner is found to be ineligible, or if he or she has not complied with these Official Rules and any other additional rules on the Sweepstake Page, or declines a prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

B. Additional Prize Information. Sponsor may, at its sole and absolute discretion, select an alternative potential winner should any potential winner be disqualified. The prizewinner shall be solely responsible for all federal, state, and/or local taxes and other fees associated with prize receipt and/or use. The prize may not be assigned or changed except at the sole and absolute discretion of Sponsor. Prizes pictured in advertising, marketing, or promotional materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between statements contained in any such materials and the terms and conditions of these Official Rules, these Official Rules together with the additional rules on the Sweepstake Page for the specific prize shall prevail, govern and control.

C. Transfer of Firearm. Transfer of any prize falling under the legal definition of a firearm, shall be conducted through a federally-licensed Federal Firearms License (FFL) dealer. All firearms transfers will be conducted in strict compliance with all applicable Federal, State and Local laws. If, at any time prior to fulfillment of the prize, the winner is unable, unwilling, or barred from obtaining or using a firearm, the winner will be declared ineligible. By entering this sweepstake, you acknowledge that you are not legally prohibited from owning or taking possession of a firearm.

If, after any prize winner is determined and declared and the prize is shipped to the prizewinner's FLL dealer of choice in his or her state of residence, the prize winner is unwilling or unable to receive a transfer of the prize from his or her chosen federal firearms licensee (for failure to pass a required background check, legal prohibition of the transfer, or any other reason), Sponsor reserves right, in its sole and absolute

discretion, to either terminate the Sweepstake immediately or select an alternate prize winner in a random selection of all remaining eligible entries.

D. General Prize Conditions. Prizes are non-transferable, and no cash alternative or prize substitution will be allowed, except in Sponsor's sole and absolute discretion. A substitute of comparable or greater value may be awarded if any prize listed becomes unavailable for any reason. Potential winner (a) is responsible for any taxes due as a result of acceptance of the prize, and for any other fees or costs associated with acceptance or use of any prize not expressly included in the prize description. Winners of prizes valued at \$600 or more will be issued an IRS Form 1099 for the value of the prize.

5. PRIZE CLAIM DOCUMENTS. The Prize Claim Documents may include, but are not limited to: a Declaration or Affidavit of Eligibility (as solely determined by Sponsor), Release of Liability, a Publicity Release (where lawful), a Federal IRS form W-9 for tax filing purposes (for the year a prize is received), and such other documents as may be determined by Sponsor. All Prize Claim Documents must be returned as provided in the directions to the potential winner. Prizes that require shipping to the winner will ship approximately four to six weeks from date of verification. For prizes that require in-person delivery through an FLL, Sponsor will coordinate such delivery with the winner. No delivery through an FLL will be permitted until all verifications and authorizations have been confirmed. If verification of any information provided results in forfeiture, no prize will be awarded to that individual. Upon prize forfeiture, no compensation will be given.

6. RELEASE. By receipt of any prize, winner agrees to release and hold harmless Sponsor and any other third-party providers or their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstake or receipt or use or misuse of any prize.

7. GENERAL PROVISIONS.

- Sponsor reserves the right to cancel, suspend and/or modify any Sweepstake, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstake, as determined by Sponsor in its sole and absolute discretion. In such event, Sponsor, in its sole and absolute discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered in the Sweepstake. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstake or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike, fraudulent, deceptive, or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstake may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules or any other additional rules on the Sweepstake Page shall not constitute a waiver of that provision.

Sponsor's computer is the official timekeeping device for the Sweepstake. No automated entry devices, bots, spiders, mechanisms, programs, or otherwise are permitted. Sponsor is not responsible for lost, late, incomplete, invalid, illegible, misdirected, or otherwise non-received entries. Entries may not be acknowledged or returned.

- Each Participant shall only participate in the Sweepstake on his or her own behalf and can not participate or enter on behalf of any other person or entity. Any attempt by Participant to obtain more than the allowed number of entries by use of multiple/different/fictitious/false email addresses, or any other methods, shall void Participant's entry and Participant will be disqualified from Participation in the Sweepstake.
- By entering the Sweepstake, Participants fully and unconditionally agree to be bound by these rules and the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstake. Sponsor reserves the right to block entry to any individual for any or all Sweepstake conducted by Sponsor, whether current or in the future, if such individual is determined to be found in violation of these rules.
- Participant agrees that the Sweepstake and any prizes awarded are provide "AS IS" and the Sponsor makes no warranty, representation, or guarantee regarding the Sweepstake or the prize(s), including, but not limited to, their quality, condition, merchantability, or fitness for a particular purpose. Sponsor makes no warranty that the website interface and any content, features, or functionality offered thereon will meet any requirement or will be uninterrupted, timely, secure, or error-free; or there will be no errors in the website interfaces or any content, feature, or functionality offered thereon. Sponsor shall not be responsible for any damage caused to your computer, mobile device, or data, or for any bugs, viruses, Trojan horses, or other destructive code resulting from use of any entry or prize draw interfaces or any content obtained from any third-party services.

8. LIMITATIONS OF LIABILITY. All entries become the sole and exclusive property of the Sponsor. The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstake; (4) technical or human error which may occur in the administration of the Sweepstake or the processing of entries; (5) late, lost, undeliverable, damaged or stolen mail; (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstake or receipt or use or misuse of any prize; or (7) any maintenance, service charge(s), account activation or monthly fees, repairs, replacement, insurance, or any expense related to ownership of any prize. If for any reason a Participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstake, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules and any other additional rules on the Sweepstake Page to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

9. GOVERNING LAW, ARBITRATION AND DISPUTE RESOLUTION.

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS THE WAY IN WHICH ANY CLAIM OR DISPUTE BETWEEN YOU AND THE SPONSOR IS RESOLVED.

A. Governing Law. Unless the laws of your jurisdiction require that the laws of that jurisdiction govern, in which case the laws of such jurisdiction shall govern, all claims arising out of the Sweepstake and all issues and matters concerning the construction, validity, interpretation, and enforceability of these Official

Rules and any other additional rules on the Sweepstake Page, or the rights of Participant(s), shall be governed by and construed in accordance with the laws of the State of Arizona and the United States of America, without regard to conflict of laws principles. Any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstake shall be resolved individually, without resort to any form of class action.

B. Process. Any claim, controversy, or dispute (whether in contract, tort, or otherwise) arising directly or indirectly out of or related to the Sweepstake shall be resolved exclusively by a final and binding arbitration administered by the American Arbitration Association (the "AAA") and conducted before a sole arbitrator pursuant to the applicable Rules and Procedures established by the AAA. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (the "FAA"), 9 U.S.C. §§ 1-16. The arbitration shall be conducted in the English language. The arbitration shall be held at a location determined by the AAA pursuant to the Rules and Procedures (provided such location is reasonably convenient for Participant), or at such a location as may be mutually agreed by the Participant and Sponsor. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules, together with any other additional rules on the Sweepstake Page, and any of the other agreements referenced herein that the Participant may have entered into in connection with the Sweepstakes. The arbitrator shall apply the laws of the State of Arizona consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law. To the extent permitted by law, Participant agrees that under no circumstances will the Participant be permitted to obtain an award for, and Participant hereby waives all rights to, consequential, incidental, punitive damages, or any other damages, and any and all rights to have damages multiplied or otherwise increased.

C. No Class Action or Consolidated Proceedings. ANY ARBITRATION THAT OCCURS WILL TAKE PLACE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTION SUITS OR CONSOLIDATED PROCEEDINGS ARE NOT PERMITTED AS A WAY TO RESOLVE ANY CLAIM OR DISPUTE.

D. Scope. This agreement to arbitrate claims and disputes is intended to be broad and includes, without limitation, (i) claims or disputes relating to any aspect of the Sweepstake, whether based in contract, tort, statute, or any other legal theory, (ii) claims or disputes directly or indirectly arising from conduct or events that occurred prior to the effective date of these Rules (including, without limitation, claims relating to advertising), or after its termination, (iii) claims or disputes subject to class action litigation in which you are not currently a member of a certified class, and (iv) claims or disputes with any agent, employee, successor or assign of you, the Sponsor, the Administrator, or any Released Party (all such claims and disputes are referred to collectively as "**Claims**"). This agreement to arbitrate does **not**, however, include Claims pertaining to intellectual property rights.

E. No Preclusive Effect. No award or finding or stipulation of fact by the arbitrator will have any preclusive or collateral estoppel effect in any other arbitration or court, unless it involves the exact same parties.

F. Severability. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable or illegal provision were not contained herein.

G. Change of Laws. If, at any time during the Sweepstake Period or during the winner verification and prize delivery, any change, modification, repeal of any existing law, regulation, or legal determination, or any new laws, legislation, or regulations, become effective that will make any prize illegal, alter the winner verification process, or effect the prize delivery, Sponsor may distribute a cash prize for the wholesale or dealer cost of the prize, as determined by Sponsor.

10. PUBLICITY AND PRIVACY. Except where prohibited, participation in the Sweepstake constitutes winner's consent to Sponsor's use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or

consideration. Except as just stated, information collected from entrants is subject to Sponsor's Privacy Policy.

11. WINNERS LIST. The first name, last initial, city and state of the winner(s) in each Sweepstakes will be available on the homepage of the Site for at least ninety (90) days after the end of the applicable Sweepstake.

12. SPONSOR AND ADMINISTRATOR. The Sweepstakes is sponsored in the Territory by Patriot Ordnance Factory, 1492 W. Victory Lane, Phoenix, Arizona 85027, USA.

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Terms & Conditions