

## OFFICIAL DRAW RULES

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.**

**OFFERED ONLY TO LEGAL U.S. RESIDENTS AGED 21 YEARS OR OLDER, WHO ARE ELIGIBLE TO OWN A RIFLE.**

**This promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, and/or Twitter. Any questions, comments or complaints regarding the promotion will be directed to Sponsor, not Facebook, Instagram, and/or Twitter.**

We may, from time to time, run Draw, (hereinafter a “Draw,”) sponsored by us on our Facebook page, available at <https://www.facebook.com/gunbacker>, our Instagram, available at [Instagram.com/gunbacker](https://www.instagram.com/gunbacker), our Twitter feed, available at <https://twitter.com/gunbacker>, and/or our Web site, available at [www.gunbacker.com](http://www.gunbacker.com), (hereinafter, collectively, the “Pages.”)

**1. Definitions:** For purposes of these Official Draw Rules, references to “Sponsor,” “we,” “our,” and “us” mean GunBacker.com, a Pennsylvania sole proprietorship with a registered principal place of business located at 268 Spring Run Road, Crescent, PA 15046. References to “Entrant,” “you” and “your” mean a Draw Entrant.

**2. Agreement to be Bound:** The following Official Draw Rules, together with the Terms and Conditions, [Privacy Policy](#) and relevant information set out on the Pages are subject to the terms and conditions set forth below. Please read them carefully as any entrance to the Draw constitutes an agreement, without acceptance, to be bound thereby by the Entrant. By entering a Draw, you represent that you have read and understand the terms and conditions and that you agree to be bound by these terms and conditions as set forth below.

**3. Modifications and Changes to Official Draw Rules:** We may modify, add to, suspend, or delete these Official Draw Rules, in whole or in part, at our sole discretion at any time, with such modifications, additions or deletions being immediately effective upon their posting to the Pages. Your continued entrance in a Draw after modification, addition or deletion of the Official Draw Rules shall be deemed to constitute acceptance by you of the modification, addition, or deletion.

**4. Eligibility:** Entrants must be legal U.S. residents, at least twenty-one (21) years old. Void where prohibited. Employees of the Sponsor, our affiliates, vendors, and partners, promotional agencies and their advertising agencies, employees of other event hosting services, and members of the immediate families of such persons are not eligible to participate and win. The term “immediate family” includes spouses, siblings, parents, children, grandparents and grandchildren, and any other person residing at the same household whether or not related. Persons who have won a contest prize from Sponsor in the previous three (3) months are not eligible. The potential Winner (as defined herein) must consent to a background check and must have a valid firearms license (if required by the state wherein you reside) or he or she shall be disqualified from the Draw and shall not be eligible to receive the prize. Winning a prize is contingent upon fulfilling all requirements

set forth herein. Void in Florida, New York, Rhode Island, Puerto Rico, the U.S. Virgin Islands, all other U.S. territories, U.S. military institutions in foreign countries and where prohibited, taxed, or restricted by law.

**5. Draw Period:** The “Draw Period” shall begin on 2/19/2020 at 12:01 a.m. Eastern Standard Time (hereinafter “EST”) and ending on 4/30/2020 at 11:59 EST. All online entries must be received by April 30, 2020, 11:59 p.m. PST. The Sponsor’s database clock shall be the official timekeeper for the Draw.

**6. How to Enter:** The Draw may be entered via one of the following methods, each of which constitutes an “Entry”: (1) by registering for our mailing list using the online form provided at gunbacker.com or linked via the promotional Pages and/or (2) by purchasing products from GunBacker.com during the Draw Period. For Entries tied to product purchases, every \$5 spent at store.GunBacker.com during the Draw Period shall constitute one (1) entry. The entry must fulfill all Draw requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of GunBacker.com.

**7. Entries:** There are no limits on the number of entries per person, per household during the Draw Period. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. Proof of entry does not constitute proof of receipt. If there is a dispute as to the identity of an online Entrant, the prize will be awarded to the authorized account holder of the email address. The “authorized account holder” is defined as the natural person to whom the email address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Entries must be received before the end of the Draw Period and the Sponsor’s database clock will be the official timekeeper for the Draw. Entries become the exclusive property of Sponsor and will not be returned or acknowledged. Due to the unique nature and scope of the Draw, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Draw Rules or otherwise governing the Draw. All Entrants must provide a valid e-mail address upon entry. It shall be Entrant’s responsibility to update Sponsor of any change in e-mail address.

**8. Prizes:** Springfield Saint Pistol, EOTech Holographic Hybrid Sight III 68 MOA Circle (2) 1 MOA Dots, \$250 GunBacker Store gift card, \$100 GunBacker Store gift card.

**9. Consumer Disclosure of Odds:** Odds of winning depend on the number of entries received. Winner will be selected from the cumulative collection of entries.

**10. Winner Selection:** The Winners shall be determined by a randomized drawing conducted by Sponsor on the first (1<sup>st</sup>) calendar day of the month following the Draw Period.

**11. Winner Notification; Releases:** Winners shall be notified of their win by 11:59 p.m. EST on the first (1<sup>st</sup>) calendar day following the Draw Period, via email at the email address provided upon entry. Winner must respond via email address, providing his or her contact information for Prize delivery within seven (7) calendar days from notification or an alternate Winner shall be selected.

Winners may also be required to sign and return an Affidavit of Eligibility, a Liability Release and, where legally permissible, a Publicity Release within seven (7) calendar days following the date of first attempted notification of winning. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate Winner. Return of any Prize and/or Prize notification as undeliverable may result in disqualification and selection of an alternate Winner. Winner hereby further agrees that he or she will sign any documents necessary to transfer copyright of the entry to Sponsor within seven (7) calendar days following the date of first attempted notification of win. Sponsor shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information.

**12. Transfer of Prize.** The Prize will be delivered to your preferred Federal Firearms Licensed (FFL) dealer for transfer to you, provided you meet all required background and licensure checks conducted by such FFL dealer. All transfers will be conducted in strict compliance with all applicable federal, state and local laws. Prize-related accessories will be delivered directly to you, subject to reasonable shipping and handling charges.

**13. Prize-Related Expenses; Taxes:** Expenses not specifically included in prize description, including but not limited to shipping and handling, FFL transfer fees, and all taxes are the sole responsibility of Winner. Receipt by Winner of the prize offered in this Draw is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE DRAW, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**14. Winner's List:** The name of each the Winner may be posted to the Pages once the Winner has been selected and verified. Incomplete entries or entries that have been tampered with or fail to meet the requirements set forth herein will be disqualified from being selected as a Winner. To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: GunBacker.com, 268 Spring Run Road, Crescent, PA 15046. Requests can be made on or after the second (2<sup>nd</sup>) calendar day of the month following the Draw Period.

**15. Intellectual Property Rights; Moral Rights; Grant of License:** By entering, Entrant grants to Sponsor a non-exclusive, worldwide, royalty-free, sub-licensable, assignable license to reproduce the entry, his or her name, likeness, and comments and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the name, likeness, and comments in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of trade, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission.

**16. No Transfer, Assignment, or Substitution:** No transfer, assignment or substitution of a Prize permitted, except Sponsor reserves the right to substitute a Prize for an item of equal or greater value in the event an advertised Prize is unavailable.

**17. Reservation of Rights:** We reserve the right to verify the validity and originality of any entry

and/or Entrant (including an Entrant's identity and address) and to disqualify any Entrant who submits an entry that is not in accordance with these Official Draw Rules or who tampers with the entry process. Failure by us to enforce any of rights at any stage does not constitute a waiver of those rights.

**18. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY; HOLD HARMLESS:** (A) BY ENTERING THIS DRAW, ALL ENTRANTS AGREE TO RELEASE, DISCHARGE, AND HOLD US HARMLESS AS WELL AS OUR PARTNERS, AFFILIATES, SUBSIDIARIES, ADVERTISING AGENCIES, AGENTS AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, AND REPRESENTATIVES FROM AND AGAINST ANY CLAIMS, LOSSES, AND DAMAGES ARISING OUT OF THEIR PARTICIPATION IN ANY DRAW-RELATED ACTIVITIES AND THE ACCEPTANCE AND USE, MISUSE, OR POSSESSION OF ANY PRIZE AWARDED HEREUNDER. (B) WE ASSUME NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN OPERATION OR TRANSMISSION; COMMUNICATIONS LINE FAILURE; THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO DRAW ENTRIES; OR ALTERATION OF ENTRIES. WE ARE NOT RESPONSIBLE FOR ANY PROBLEMS WITH OR TECHNICAL MALFUNCTION OF ANY PAGE, TELEPHONE NETWORK OR LINES, COMPUTER ONLINE SYSTEMS, SERVERS OR PROVIDERS, COMPUTER EQUIPMENT, SOFTWARE, FAILURE OF ANY E-MAIL ENTRY TO BE RECEIVED ON ACCOUNT OF TECHNICAL PROBLEMS OR TRAFFIC CONGESTION ON THE INTERNET OR AT ANY WEB SITE, HUMAN ERRORS OF ANY KIND, OR ANY COMBINATION THEREOF, INCLUDING ANY INJURY OR DAMAGE TO ENTRANTS' OR ANY OTHER PERSONS' COMPUTERS RELATED TO OR RESULTING FROM PARTICIPATION, UPLOADING OR DOWNLOADING OF ANY MATERIALS RELATED TO THIS DRAW. (C) ALTHOUGH ALL INFORMATION AND MATERIALS CARRIED ON THE PAGES AND ELSEWHERE REGARDING ANY DRAW RAN BY US ARE BELIEVED TO BE RELIABLE, WE MAKE NO REPRESENTATIONS, NEITHER EXPRESSLY NOR IMPLIEDLY, AS TO THE ACCURACY, COMPLETENESS, TIMELINESS OR RELIABILITY OF THE MATERIALS OR ANY INFORMATION. BY ENTERING ANY DRAW RUN BY US YOU ACKNOWLEDGE THAT WE EXPRESSLY DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT. WE SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR OTHER DAMAGES, ARISING OUT OF YOUR ENTRY INTO ANY DRAW RUN BY US. (D) IN NO EVENT WILL WE, OUR SUBSIDIARIES, OTHER AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE EMPLOYEES, AGENTS, THIRD PARTY CONTENT PROVIDERS OR LICENSORS OR ANY PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DISTRIBUTING THE PAGES, SURVEY, AND/OR PRIZES BE LIABLE FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RELATED TO OR ARISING FROM THE DRAW. (E) WE DISCLAIM ANY AND ALL LIABILITY OF ANY KIND FOR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR PERSONALLY-IDENTIFIABLE INFORMATION. BY ACCESSING THE PAGES AND COMPLETING THE SURVEY, YOU

ACKNOWLEDGE AND AGREE TO OUR DISCLAIMER OF ANY SUCH LIABILITY. IF YOU DO NOT AGREE, YOU SHOULD NOT ACCESS OR USE THE PAGES AND/OR SUBMIT AN ENTRY. (F) SPONSOR IS NOT RESPONSIBLE FOR ANY PRINTING, TYPOGRAPHICAL, MECHANICAL, OR OTHER ERROR IN THE PRINTING OF THE OFFER, ADMINISTRATION OF THE DRAW OR IN THE ANNOUNCEMENT OF THE PRIZE. SOME JURISDICTIONS DO NOT PERMIT FOR THE EXCLUSION OR LIMITATION OF LIABILITY FOR PARTICULAR KINDS OF LOSS. IN SUCH JURISDICTIONS, OUR LIABILITY SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

**19. INDEMNIFICATION:** YOU AGREE TO DEFEND, INDEMNIFY AND HOLD US HARMLESS, AS WELL AS OUR AFFILIATES AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, FROM AND AGAINST ALL CLAIMS AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RELATED TO YOUR PARTICIPATION IN ANY DRAW RUN BY US AND/OR ANY PRIZES WON THEREBY.

**20. Right to Cancel or Suspend Draw:** If for any reason the Draw is not capable of running as planned, due to infection by computer virus, bugs, worms, trojan horses, denial of service attacks, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond our control that corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Draw, we reserve the right, in our sole and exclusive discretion, to disqualify any individual(s) who tamper with the entry process, and/or to cancel, terminate, modify, or suspend the Draw.

**21. Data Privacy:** In addition to the general Instagram Privacy Policy, Twitter Privacy Policy, and Facebook Privacy Policy, as well as our [Privacy Policy](#), Entrants agree that personal data, especially email, name, and address, may be processed, shared and otherwise used for purposes within the context of the Draw and any other purposes outlined in these Official Draw Rules. The data may also be used by us in order to verify an Entrant's and/or Winner's identity, postal address, and telephone number or to otherwise verify the Entrant's eligibility to participate in the Draw and/or receive a Prize. Entrants have the right to access, review, rectify or cancel any personal data held by us by contacting us via any "contact us" or "message" link on the Pages. Personal data will be used by us and our affiliates exclusively for the purposes stated herein.

**22. Governing Law:** These Official Draw Rules will be governed and construed in accordance with the laws of the State of Pennsylvania without regard to its conflicts of law provisions. You agree to submit to the personal jurisdiction of the state and federal courts located in the State of Allegheny, County of Pennsylvania, and any cause of action which arise from or relate to a Draw or from interpretation of these Official Draw Rules must be filed in the state and federal courts located in the State of Pennsylvania, County of Allegheny, subject to the arbitration provisions contained herein.

**23. Arbitration:** You agree that any dispute concerning, relating, or referring to these Official Draw Rules, shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in the State of Pennsylvania, County of Allegheny. Such proceedings will be governed by and in accordance with substantive Pennsylvania law. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to

resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Notwithstanding the forgoing, any claims the Parties may have against each other concerning, relating, or referring to these Official Draw Rules, and where the relief sought is within the jurisdictional limits of the Allegheny County, Pennsylvania, Small Claims Court, it shall be filed therein and shall be fully and properly adjudicated by said Small Claims Court and not by the arbitration provisions hereof.

**24. Severability of Provisions:** If any provision of these Official Draw Rules shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Draw Rules and shall not affect the validity and enforceability of any remaining provisions. Any remaining provisions shall be given effect to the fullest extent possible.

**25. Entire Agreement:** This constitutes the entire agreement between the parties concerning these Official Draw Rules.

**26. Contact Information:** If you have any questions or concerns about these Official Draw Rules you may contact us at [GunBacker.com](http://GunBacker.com), 268 Spring Run Road, Crescent, Pennsylvania 15046.

**27. Updates & Effective Date:** The effective date of these Official Draw Rules is 2/27/20. From time-to-time, we may update these Official Draw Rules. We encourage you to periodically check back and review these Official Draw Rules.