## **SWEEPSTAKES - OFFICIAL RULES**

## MidwayUSA's Gift Card Giveaway

(the "Sweepstakes")

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. AGE/RESIDENCY RESTRICTIONS APPLY. VOID WHERE PROHIBITED.

- **1. SWEEPSTAKES PERIOD AND SPONSOR:** The Sweepstakes is held by Outdoor Hub, LLC d/b/a Carbon Media ("**Sponsor**") and runs from 12:00 am Eastern Time ("**ET**") on July 1, 2022 until 11:59 pm ET on August 31, 2022 (the "**Sweepstakes Period**").
- 2. PRIZE AND PRIZE SUPPLIER: One (1) \$500 MidwayUSA Gift Card supplied by MidwayUSA.
- 3. ELIGIBILITY: From the time of entry through the final date of prize fulfillment, each Sweepstakes entrant and selected entrant must be a legal resident of one the 50 United States, or the District of Columbia, and be twenty one (21) years of age or older. VOID IN PUERTO RICO, THE U.S. VIRGIN ISLANDS, IN ALL FOREIGN COUNTRIES OUTSIDE OF THE UNITED STATES, AND ALL OTHER U.S. TERRITORIES AND POSSESSIONS AND WHERE PROHIBITED OR RESTRICTED BY LAW. Employees, officers, directors, agents and representatives, of Sponsor, its parent companies, affiliates, subsidiaries, advertising and promotion agencies, promotion partners, supplier of prizes, material and services related to the Sweepstakes and any entity involved in the development, production, implementation, administration or fulfillment of the Sweepstakes, and the immediate family members (e.g., spouse, mother, father, sister, brother, uncle, aunt, nephew, niece, grandparent, in-law, daughter and son, regardless of where they live) and persons living in the same household (whether or not related) of such individuals are not eligible to participate or win. Only one selected entrant per household. All decisions of Sponsor with respect to the Sweepstakes are final. Sponsor shall have the right at any time to require proof of identity and failure to provide such proof may result in disqualification from the Sweepstakes.
- **4. HOW TO ENTER:** Potential entrants will visit <a href="www.alloutdoor.com/sweepstakes">www.alloutdoor.com/sweepstakes</a>, complete the required fields and follow all entry instructions to receive one (1) entry into the Sweepstakes. All entries become the property of Sponsor and will not be acknowledged or returned. All incomplete or non-conforming entries will be disqualified. By entering the Sweepstakes, entrants agree to be bound by the Official Rules. Limit of one (1) entry per person throughout the Sweepstakes Period. Entries received from any person or email address in excess of the stated limit will be void. Only one (1) email address may be used to enter this Sweepstakes.
- **5. SELECTION OF WINNER:** The winner will be randomly drawn within two (2) weeks following the completion of the Sweepstakes Period. The winner will be contacted directly by a representative of Sponsor. The winner may be required to sign and return, within a stated amount of time, certain forms, including an affidavit of eligibility, a liability waiver, tax forms and where allowable, a publicity release. Noncompliance will result in disqualification and an alternate winner may be selected.

If any notification or prize is returned as undeliverable, or if the selected winner is found to be ineligible or not in compliance with these rules, that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings, Sponsor reserves the right to not award such prize(s).

- **6. ODDS OF WINNING:** Odds of winning a prize are determined by the total number of eligible entries received.
- 7. PRIZE CONDITIONS: Prize is awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winner may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winner is responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. Released Parties (as defined below) disclaim all and any liability for the actual provision, quality or nature of any prize accepted by winner. The awarding of the prize is contingent upon full compliance with these Official Rules. All prize details are at Sponsor's sole discretion.

To the fullest extent permitted by applicable law, Sponsor is not responsible for: (i) electronic or digital transmissions, entries that are incomplete, misdirected or not received by Sponsor for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction of or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions; (iv) damage to entrants' or any person's computer; (v) causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of the Sweepstakes: (vi) any entries submitted in a manner that is not expressly allowed under these Official Rules (all such entries will be disqualified); (vii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes; (viii) any typographical or other error in the printing or advertising related to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement/notification of prize winners, by any human, or other error, which may occur in the Sweepstakes; (ix) cheating or fraud by any participant; or (x) failure to supply the prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, utility failure, internet failure, terrorist acts, threatened terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, pandemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsor's control (collectively, "Force Majeure Event").

By entering the Sweepstakes, entrants grant to Sponsor the irrevocable right to use in perpetuity entrants' names, user names, likenesses, photographs, voices, mailing address, biographical and prize information, and entry materials, without notice to entrants and without compensation or obligation, in any and all media now or hereafter known throughout the world, in any manner whatsoever, to advertise and promote Sponsor, its products and services, the Sweepstakes, and for any other purpose except where prohibited by law.

- 8. RELEASES: By participating in the Sweepstakes, entrants agree (and agree to confirm in writing): (a) all causes of action arising out of or connected with the Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Sponsor, any prize supplier and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in the Sweepstakes or the acceptance, possession, use or misuse of any prize received in the Sweepstakes; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.
- **9. RIGHT TO CANCEL:** If the Sweepstakes is not capable of running as planned by reason of damage by computer viruses, worms or bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, any Force Majeure Event or any other cause which, in the sole opinion of Sponsor, could corrupt, compromise, undermine or otherwise affect the administration, security, fairness, integrity, viability or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole and absolute discretion, to cancel, terminate, modify or suspend all or any part of the Sweepstakes, and to select a winner from among all eligible entries received by Sponsor up until the time of such cancellation, termination, modification or suspension, as applicable.
- **10. DISQUALIFICATION:** Sponsor reserves the right in its sole discretion to disqualify any individual that (i) tampers or attempts to tamper with the entry process or the operations of this Sweepstakes in any manner, (ii) violates the Official Rules, or (iii) acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- **11. TAXES**: Any expenses or fees for receipt and use of the prize and federal, state and local taxes applicable in connection with the prize awarded are the sole responsibility of the winner.
- **12. LAWS:** The Sweepstakes is subject to all federal, state and local laws of the United States. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules or the rights and obligations of entrants, Sponsor in connection with the

Sweepstakes will be governed by and construed in accordance with the internal laws of the State of New York, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

- 13. PRIVACY: The personal information collected through the Sweepstakes is subject to Sponsor's Privacy Policy located at https://www.carbonmedia.com/privacy. By entering the Sweepstakes, entrant agrees that the Sponsor, its agents and/or representatives may store, share and use the personal information submitted with entrant's entry for the purpose of administering the Sweepstakes and agrees to the collection, use and disclosure of entrant's personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law. Entrant hereby agrees that entrant's personal information will be shared with other parties affiliated with this contest, such as prize suppliers. For California residents: if you have previously opted out of future sales of your personal information, your express consent to share your information with parties affiliated with this contest will supersede your past opt-out.
- **14. SPONSOR:** The Sponsor of this contest is Outdoor Hub, LLC d/b/a Carbon Media, 30800 Telegraph Rd. Suite 1921, Bingham Farms, MI 48025.