

**THE FOLLOWING COMPETITION IS INTENDED FOR VIEWING IN THE 50 US STATES AND THE DISTRICT OF COLUMBIA ("D.C."), AND WILL BE CONSTRUED AND EVALUATED ACCORDING TO U.S. LAW. DO NOT PROCEED IN THIS COMPETITION UNLESS YOU ARE A LEGAL RESIDENT OF, AND LOCATED IN, A U.S. STATE OR D.C.**

## **BLACKHAWK T-SERIES DRY FIRE SPEED COMPETITION**

### **OFFICIAL RULES**

**NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.** This Competition is in no way sponsored, endorsed, administered by, or associated with, Facebook, Instagram or Twitter.

**Eligibility:** The Competition is open only to legal residents of the United States and District of Columbia who are 18 years of age or older at the time of entry (**Void where prohibited**). Employees, officers, directors and their respective immediate family members (spouse, parents, siblings, children) or household members (whether or not related) of Bushnell Holdings, Inc. dba Blackhawk ("Sponsor"), its subsidiaries, affiliated companies, distributors, dealers, and wholesalers, and their respective advertising agencies, are ineligible. By participating, entrant agrees to these Official Rules and the decisions of the Sponsor, which are final and binding in all respects. This Competition is void where prohibited.

**Competition Time Period: Time Period:** The Competition will take place between January 18 and January 20 from 9:00 a.m. to 5:00 p.m. Pacific Time (PT); and on January 21 from 9:00 a.m. to 3:30 p.m. PT.

**To Enter:** Come to the Blackhawk booth and experience the speed of the Blackhawk T-Series holster! Using the Mantis Shooting Performance system, see how fast you can draw from the T-Series holster. Each person will get 3 chances to draw and dry fire.

All entry information submitted becomes the property of Sponsor and will not be returned. Correspondence and inquiries concerning the Competition will not be accepted, acknowledged, or returned.

**Competition Winner:** The person with the fastest average draw time each day will win the Daily Grand Prize. Limit one (1) entry per person. Sponsor in its sole discretion will determine the winner, all Sponsor's decisions are final and binding. Potential winner will be notified via electronic mail and will be required to sign an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful), to be returned within indicated time period. In the event of noncompliance, if potential winner cannot be contacted, is found to be ineligible, declines the prize or otherwise is not in compliance with these Official Rules, prize will be forfeited, and an alternate winner will be selected from among all remaining eligible entries into the Competition.

**Use of Information:** By entering this Competition, participants agree and consent that any information provided upon entering may be used by Sponsor in accordance with its privacy policy. For more details on how your information may be used, see our Terms & Conditions and Privacy Policy at <https://blackhawk.com/>.

**Odds of Winning:** Odds of winning are solely dependent upon the total number of eligible entries received for applicable drawing.

**Competition Prize:** Sponsor will award one (1) Daily Grand Prize to one (1) winner each day during the Competition Time Period. **The Daily Grand Prize:** a Mantis X10 Elite – Shooting Performance System, a Foundation Belt Training Kit, which includes one Blackhawk T-Series L2C Overt Gun Belt Holster, one Blackhawk Foundation Series Gun Belt, one Blackhawk Foundation Series Inner Belt and one Blackhawk Foundation Series Double Pistol Mag Carrier with an Approximate Retail Value ("ARV") of \$540.00.

Actual prize may differ from item as depicted in Competition advertising and Sponsor disclaims any liability in conjunction therewith. Sponsor reserves the right to substitute Prize of greater or equal value in the event the prize is unavailable for any reason. Prize cannot be substituted for cash. Void where prohibited.

CAUTION: FOR CERTAIN PRIZES, IT IS THE WINNER'S SOLE RESPONSIBILITY TO ASCERTAIN WHETHER HE/SHE CAN POSSESS OR USE PRIZE IN ACCORDANCE WITH ALL APPLICABLE LAWS. IF WINNER OR SPONSOR DETERMINES THAT THE LAW PROHIBITS HIM/HER FROM USING PRIZE (AND SPONSOR CONFIRMS SUCH DETERMINATION), SPONSOR'S LIABILITY SHALL BE LIMITED TO REPLACEMENT OF THAT PRIZE WITH ANOTHER PRIZE OF SPONSOR'S SOLE CHOOSING WHICH IS OF COMPARABLE VALUE AS THE PROHIBITED PRIZE. IN ADDITION, WINNER WILL BE SOLELY RESPONSIBLE FOR THE COST OF OBTAINING ANY LEGALLY REQUIRED LICENSES IN CONJUNCTION WITH OWNERSHIP OF PRIZE.

Any additional costs and expenses not expressly stated are the sole responsibility of the winner, including all federal, state and local taxes and duties, if any, on Prize. Prize is non-transferable and no substitutions or cash redemptions will be made, except in case of the unavailability of any prize, in which case Sponsor reserves the right to award a prize of comparable value. If a potential winner cannot accept the Prize as stated (except due to legal restrictions, as set forth above), the respective Prize will be forfeited in its entirety and awarded to an alternate winner. Limit of one (1) prize per family, household or address.

**Disclaimer:** By entering, participants agree that Sponsor, its parent, affiliates, subsidiaries, advertising agencies, and all of their respective officers, directors, employees, representatives and agents, as well as prize donors, guides, celebrities and Facebook, Instagram and Twitter (individually and collectively "Releasees") are indemnified, released and will be held harmless by participants from any and all liability for any damages, injuries or losses of any kind (whether due to negligence or otherwise) to person(s), including death, personal injury, property damage, or violation of any codes, rules, regulations or statutes due in whole or in part to acceptance, possession, misuse or use of any prize, arising directly or indirectly from his/her participation in this Competition or any Competition-related activity. Sponsor expressly disclaims any responsibility or liability for injury or loss to any person or property relating to delivery or use of the prize awarded. SPONSOR MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE OF ANY KIND OTHER THAN THE LIMITED WRITTEN WARRANTY ACCOMPANYING A GIVEN PRIZE (IF ANY) AND SUCH LIMITED WRITTEN WARRANTY IS EXPRESSLY LIMITED TO ITS TERMS (IF APPLICABLE).

**General Terms and Conditions:** By entering and accepting the prize, the Winner agrees to grant (and agrees to confirm such grant in writing promptly upon request except where prohibited by law) to Sponsor and those acting under Sponsor's authority the right to the use his/her name, photograph, likeness, voice, image, statements and biographical information at any time or times for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide and on the World Wide Web and Internet, without review, notification, approval or additional compensation.

By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Competition, will be governed by, and construed in accordance with, the laws of the State of Kansas, without giving effect to any choice of law or conflict of law rules. Participants agree that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Competition, 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 and/or state courts in Johnson County, Kansas; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Competition, but in no event attorneys' fees; and (3) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive all rights to claim, punitive, incidental, and consequential damage, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**Limitations of Liability:** Releasees are not responsible for lost, late, stolen, illegible, destroyed, incomplete, inaccurate, misdirected, or non-delivered entries. Sponsor reserves the right, at its sole discretion, to disqualify any individual for any reason, including but not limited to a person acting in a non-sportsmanlike or disruptive manner,

or with intent to threaten, abuse or harass any other person. Releasees are not responsible for injury or damage to participants' resulting from participating in this Competition. If, for any reason, the Competition is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to suspend the Competition, notification of which will be provided on Web site at <https://blackhawk.com/> and select the winner(s) from eligible entries received prior to suspension, or as otherwise deemed fair and equitable by Sponsor. All properly claimed prizes will be awarded, but in no event will Sponsor award more prizes than are provided for in these Official Rules. Any attempt to deliberately damage or undermine the legitimate operation of the Competition is unlawful and subject to legal action by Sponsor or its agents.

**IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE COMPETITION OR YOUR ACCESS TO AND USE OF THE WEB SITE OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEB SITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEB SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

**Winner List:** For the name of the Winner send your request by January 24, 2021, to: Blackhawk, Attention: BLACKHAWK T-SERIES DRY FIRE SPEED COMPETITION, 2645 International Parkway, Suite 102, Virginia Beach, VA 23452. The name of the Winner will be sent after the Winner has been verified and the Prize has been awarded.

**Sponsor:** Bushnell Holdings, Inc. dba Blackhawk, 9200 Cody, Overland Park, Kansas 66214.