## SWEEPSTAKES RULES NATIONAL ASSOCIATION FOR GUN RIGHTS MAKE AMERICA ARMED AGAIN GIVEAWAY OFFICIAL RULES.

# NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. OFFERED ONLY TO CITIZENS OR LEGAL RESIDENTS OF THE UNITED STATES AGED 21 YEARS OR OLDER.

1. ELIGIBILITY: Open to United States citizens or legal residents who are 21 years of age (unless the legal age in the jurisdiction in which the Participant resides requires the Participant to be older and then the local jurisdiction's age requirement applies) or older ("Participant"). Employees, Officers and directors of the National Association for Gun Rights (the "Sponsor"), its subsidiaries, affiliates, advertising, promotion agencies and anyone else acting on its behalf (collectively, the "Sponsor and its agents") and immediate family members (spouses and siblings, children and parents and their spouses, regardless of where they live) or members of the same households (whether related or not) of such individuals are not eligible to participate in the Sweepstakes and entries by ineligible individuals will be disregarded. Any Participant who meets the above requirements and submits an entry pursuant to Section 2 shall be considered and referenced to as a "Participant" and "Entrant" under the rules below. By participating, Participant agrees that the rules outlined herein are binding with regard to the matters set forth herein and shall be binding upon the executors, administrators, personal representatives, heirs, successors and assigns of Participant. Sweepstakes void where prohibited by law.

Limit one entry per person. Any subsequent entry(ies) will be disregarded and any Participant submitting purported entries in excess of the one entry per person limit may be disqualified in Sponsor's sole discretion.

The winner of the MAKE AMERICA ARMED AGAIN GIVEAWAY must be of legal age in the jurisdiction in which they reside or older, and be able to pass background checks as required by Federal, State and Local laws in order to take possession of the prize awarded. Further, by participating in this Sweepstakes, each Participant agrees [a] to these Official Rules and decisions of Sponsor or their representatives designated in Sponsor's sole discretion, which shall be final in all respects relating to this Sweepstakes; and [b] to release, discharge and hold harmless Sponsor and its agents from any and all injuries, liability, losses and damages of any kind resulting from Participant's participation\ in the Sweepstakes or their acceptance, use or misuse of a prize awarded to the Participant, including, without limitation, personal injury, death and property damage.

2. HOW TO ENTER: No purchase is necessary to enter or win a prize. A purchase or donation will not improve your chances of winning. To enter, (1) visit

https://action.gunrights.org/2024/1904\_MakeAmericaArmedAgain.aspx?pid=sweeprules to submit an entry prior to 11:59 PM MST on Friday, February 28, 2025; or (2) this reply form must be received by the National Association for Gun Rights, P.O. Box 1776, Loveland, CO 80539 postmarked no later than Friday, February 28, 2025 or (3) send an email to info@gunrights.org with your "NAME, PHYSICAL ADDRESS, MAILING ADDRESS, AGE, PHONE NUMBER" prior to 11:59 PM MST on Tuesday, January 7, 2025.

3. SWEEPSTAKES PERIOD. The MAKE AMERICA ARMED AGAIN GIVEAWAY begins at 11:59 PM MST on Thursday, November 14, 2024, and ends at 11:59 PM MST on Friday, February 28, 2025.

To view complete sweepstakes rules, please visit GunRights.org/MAAARules

4. IDENTITY OF ENTRANT. No person other than the winner of a prize selected by Sponsor or its representative may take possession of a prize awarded. In the event of a dispute regarding the identity of the Participant, the entry will be deemed to be submitted by the person in whose name the entry is registered with Sponsor at the time of entry into the MAKE AMERICA ARMED AGAIN GIVEAWAY and Sponsor and its designated representatives shall have sole discretion to register all Participants' entries. All Participants who are chosen as the winner of a prize may be required to provide evidence that they submitted the winning entry. Sponsor's and its designated representatives' decisions are final and binding. Any dispute of the Sponsor's or its designated representatives' decision is subject to Section 10 of these rules.

#### 6. PRIZE.

First Grand Prize consisting of: One (1) Geissele Super Duty Mod1 Rifle chambered in 5.56, one (1) Geissele Super Precision 34mm Desert Dirty Extended Scope Mount, one (1) Vortex Razor HD GenIII 1-10x24 scope, one (1) Surefire Scout Light Pro Infrared, one (1) Armageddon Gear Convertible Carbine Sling w/ QD swivels, and a case of ammunition from True Shot. Total package valued at: \$7,300.00. Promotional graphics do not necessarily represent the actual prize.

7. SELECTION OF PRIZE WINNERS. On or about Monday, March 10, 2025, representatives of the Sponsor will conduct a random drawing from among all eligible entries received to award the Prizes. Selection of the winner will be made at random at NAGR Headquarters, Loveland, CO 80537.

8. ODDS OF WINNING & SELECTION METHOD. Odds of winning will be determined by the number of eligible entries received.

9. NOTIFICATION OF WINNERS. Winners will be notified by telephone and/or email on the following business day of selection, with Sponsor or its designated representative using the telephone and/or email provided by the Participant when it entered they submitted their first entry for the MAKE AMERICA ARMED AGAIN GIVEAWAY. Neither Sponsor nor Sponsor or its agents are responsible for the Participant's typographical errors in its entry.

10. CLAIMING A PRIZE. Winners will have two business days ("48" hours) to claim the prize from the time of notification by Sponsor or its agent. Failure to respond to Sponsor or its agents' notification within the allotted period will result in the forfeiture of the prize and another winner will be selected. By claiming a Prize, the Participant agrees that Sponsor is permitted to use his or her name, photograph, likeness, statements, biographical information, voice, voice likeness and city and state address for advertising, publicity and promotional purposes in all media, including but not limited to on air and online, in perpetuity, without compensation (unless prohibited by law) and agree to execute specific consent to such use upon request.

11. CONFIRMING ELIGIBLITY TO RECEIVE PRIZE. Any eligible Participant selected as a winner of the MAKE AMERICA ARMED AGAIN GIVEAWAY must return any and all required paperwork and compliance documentation required by law or by Sponsor, including, but not limited to "Declaration of Eligibility/Release of Liability/Prize Acceptance/Publicity Release" (to the fullest extent permitted by law) to receive the Prize within 14 days of claiming any prize. Failure to respond to Sponsor or its agents' requests within the allotted period will result in the forfeiture of the prize and another winner will be selected.

12. TRANSFER, POSSESSION, OWNERSHIP OF FIREARMS & OTHER ITEMS:

a. FIREARMS & AMMUNITION. Transfer of a Prize, if falling under the legal definition of firearm, shall be conducted through a federally licensed Federal Firearms License (FFL) dealer. There is no cash equivalent for firearm/ammunition prizes. All firearms transfers will be conducted in strict compliance with all applicable Federal, State and Local laws. By entering this Sweepstakes, you acknowledge that you are not legally prohibited from owning, obtaining, or taking physical/legal possession of firearms. Failure to comply with all Federal, State and Local laws including but not limited to background checks for firearm possession will result in the forfeiture of the prize and another winner will be selected.

b. USE OF PRIZE. Transfer of ownership of a PRIZE to a Sweepstakes winner will be by bill of sale and may or may not also include a certificate of title. Sponsor cannot offer any promise or representation about the legal use or uses of the PRIZE within the Prize winner's state/locality of residence. If the Prize is classified as a vehicle, winner must have a valid U.S. driver's license & provide proof of vehicle insurance before the Prize is transferred to the winner.

## 13. TAXES, NON-TRANSFERABILITY OF WINNER OF PRIZE, EXPENSES, & LIABILITY:

a. TAXES. Taxes on a Prize and all expenses related to acceptance and use of a Prize and not otherwise specified are the sole responsibility of the Prize winner. Winners of prizes valued at \$600 or more will be issued an IRS 1099 Form for the value of the Prize.

b. ENTRY INTO SWEEPSTAKES IS NON-TRANSFERRABLE. No entry into the MAKE AMERICA ARMED AGAIN GIVEAWAY is transferrable to another individual or Participant. Prizes are non-transferable, non-negotiable, and not redeemable for cash, credit, or other merchandise unless otherwise specified in these Official Rules. Sponsor reserves the right to substitute any Prize due to Prize unavailability, safety or security considerations, or any other reason as solely determined by Sponsor in which case a Prize of comparable or greater value will be awarded.

c. EXPENSES. Winner is responsible for any applicable expenses not expressly stated in the Official Rules as being Sponsor's responsibility, including federal, state and local income and sales taxes, insurance, licensing, registration and title fees, any options not included and expenses associated with claiming, shipping, or picking up prizes.

## d. WAIVER OF LIABILITY.

In consideration of the aforementioned opportunity to participate in the MAKE AMERICA ARMED AGAIN GIVEAWAY or award of a Prize, to the greatest extent permissible by applicable law, all Participants who submit an entry knowingly and voluntarily agrees to be bound by this waiver and release of liability and hereby waives any and all rights, claims or causes of action alleged by the Participant or their heirs of any kind arising solely out of their participation (and attempt to participate) in this Sweepstakes, award of a Prize, and use of a Prize if selected as a winner and releases and forever discharges Sponsor from any liability associated with the MAKE AMERICA ARMED AGAIN GIVEAWAY and any Prize transferred to a Prize winner, including but not limited to duties, taxes, tariffs, shipping and freight costs, import and export costs, any fees associated with Customs charges, attorneys' fees and costs, and any injury that Prize may suffer as a direct result of participation (and attempt to participate) in the MAKE AMERICA ARMED AGAIN GIVEAWAY or use of Prize.

To the greatest extent permissible by applicable law, all Participants who participate (or attempt to participate) in the MAKE AMERICA ARMED AGAIN GIVEAWAY further agree to indemnify, defend and hold harmless the Sponsor and its agents against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by anyone against Sponsor and its

agents, that arise from participation (or attempt to participate) in the MAKE AMERICA ARMED AGAIN GIVEAWAY or ownership, transfer, possession, or use of a Prize by the individual.

Additionally, to the greatest extent permissible by applicable law, Sponsor and its agents are not responsible for and shall not be liable for: [a] electronic, hardware or software program, network, Internet, computer or other technical malfunctions, failures, or difficulties of any kind, including without limitation, server malfunction or by any human error which may occur in the collection, processing and transmission of data; [b] lost, late, misdirected, illegible or incomplete entries or postage-due mail; [c] any type of graphical or other error in the advertising or printing of the Sweepstakes or in the administration of the Sweepstakes; or [d] any condition that may cause the administration, security or proper play of the Sweepstakes to be disrupted or corrupted; and in such event Sponsor reserves the right in its sole discretion to cancel or suspend the MAKE AMERICA ARMED AGAIN GIVEAWAY or any portion thereof and to award the prize(s) via a random drawing from among all eligible entries legitimately received prior to cancellation. Entry information becomes property of Sponsor.

All Participants who participate (or attempt to participate) in the MAKE AMERICA ARMED AGAIN GIVEAWAY agree that these Official Rules are clear and unambiguous as to the MAKE AMERICA ARMED AGAIN GIVEAWAY terms, and that no other evidence shall be used or admitted to alter or explain the Official Rules, but that it will be interpreted based on the language of the Official Rules in accordance with the purposes for which the MAKE AMERICA ARMED AGAIN GIVEAWAY was offered.

In the event that any provision contained within this section of the Official Rules shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of these Official Rules shall remain in full force and effect. If a court or panel should find that any provision of these Official Rules to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

7. SWEEPSTAKES SPONSOR: National Association for Gun Rights, P.O. Box 1776, Loveland, CO 80539. The National Association for Gun Rights, Inc. is a non-profit tax-exempt advocacy organization under Section 501(c)4 of the IRC. Contributions or gifts to the National Association for Gun Rights are not tax-deductible for IRS purposes. Not paid for or mailed at taxpayer expense.

8. DATA USAGE & PRIVACY: Any and all data collected from the MAKE AMERICA ARMED AGAIN GIVEAWAY shall be the property of the National Association for Gun Rights, Inc. and its subsidiaries, affiliates, advertising agencies, and contractors. The data collected may include types of personally identifiable information that may be collected through the MAKE AMERICA ARMED AGAIN GIVEAWAY including but not limited to: name, address, e-mail address, telephone number, and information about your interests in and use of various programs and policies. The above-named entities may store and use the data and as they so wish. Primarily this information shall be used to facilitate participation in grassroots lobbying, fundraising, and other programs but may be used for other usages at the description of the National Association for Gun Rights. Agents and contractors of the National Association for Gun Rights who have access to personally identifiable information are required to protect this information in a manner that is consistent with this section in their providing of services to the National Association for Gun Rights. All data shall be subject to the privacy statement found at nationalgunrights.org/privacy-policy.

9. CHOICE OF LAW: Any claims related to the MAKE AMERICA ARMED AGAIN GIVEAWAY or these Official Rules shall be governed by and construed in accordance with the laws of the State of Colorado as if this MAKE AMERICA ARMED AGAIN GIVEAWAY were fully performed and all

obligations recited herein were undertaken solely within the State of Colorado without giving effect to any choice or conflict of law provision or rule (whether of the State of Colorado or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Colorado. Any dispute or claims made under these rules or any attempt to enforce the terms of this Sweepstakes shall be resolved pursuant to Section 10 of these rules.

10. DISPUTES/DISPUTE RESOLUTION – MANDATORY ARBITRATION AND CLASS ACTION WAIVER. This "Binding Arbitration Clause" requires the Parties to arbitrate disputes and limits the manner in which relief can be sought by either party.

a. ARBITRATION NOTICE. THESE OFFICIAL RULES CONTAIN A BINDING ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO PERSONAL IDENTIFICATION INFORMATION YOU HAVE SHARED WITH SPONSOR MAY BE RESOLVED EXCLUSIVELY THROUGH BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN A COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.

CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE CLAIMS ON BEHALF OF ANYONE ELSE, I.E., A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM.

b. INFORMAL EFFORTS TO RESOLVE DISPUTE. For any dispute with Sponsor or its agents, you and anyone acting on your behalf agree to first contact Sponsor by sending an email to info@gunrights.org or calling (877) 405-4570 and attempt to resolve the dispute informally, which could include agreeing to participate in mediation.

c. ACKNOWLEDGMENT OF BINDING ARBITRATION CLAUSE. When you participate (or attempt to participate) in the MAKE AMERICA ARMED AGAIN GIVEAWAY, including, but not limited to, submitting an entry for the Sweepstakes and providing Sponsor with any information, you acknowledge that you are giving up the right to litigate "Claims," defined below, if either Party elects Arbitration of the Claims pursuant to this Binding Arbitration Clause, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Binding Arbitration Clause carefully, agree to its terms, and are engaging with Sponsor voluntarily and not in reliance on any promises or representations whatsoever except those contained in these Official Rules, including this this Binding Arbitration Clause, and Sponsor's Privacy Policy.

d. INDIVIDUAL CLAIMS ONLY. It is the intent of the Parties to require all Claims to be submitted to Arbitration on an individual basis only. Claims subject to this this Binding Arbitration Clause may not be joined or consolidated in Arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public, or on behalf of any other person, unless otherwise agreed to by you and Sponsor in writing. Sponsor and its agents are considered as "one person."

e. DEFINITION OF "CLAIMS". Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and

third-party claims, arising from or relating to (i) your entry or attempt to submit an entry into the Sweepstakes, (ii) Sponsor's selection of the winner of a Prize, (iii) your use of Sponsor's website for any purpose, (iv) these Official Rules and Sponsor's Privacy Policy, including the validity, enforceability, interpretation, scope, or application of these Official Rules, and this this Binding Arbitration Clause, and Sponsor's Privacy Policy, (v) Sponsor's use or disclosure of information that you provide to Sponsor or its agent, and (vi) use or disclosure of information that you provide to Sponsor or its agent (collectively, a "Claim") shall be decided, upon the election of you or Sponsor, by binding Arbitration pursuant to this Arbitration clause and the applicable rules and procedures of the Arbitration administrator in effect at the time the Claim is filed.

f. ARBITRAL FORUM/ARBITRATOR/AAA'S CONSUMER ARBITRATION RULES. The American Arbitration Association ("AAA") shall serve as the Arbitration administrator and AAA's Consumer Arbitration Rules shall govern. You may obtain copies of AAA's current Consumer Arbitration Rules, forms, and instructions for initiating an Arbitration with the AAA by contacting the AAA as follows: on the web at www.adr.org or by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019.

g. VENUE FOR ARBITRATION. Except as otherwise provided by the AAA's Consumer Arbitration Rules, all arbitration hearings and proceedings will be held in Loveland, Colorado.

h. OTHER CLAIMS SUBJECT TO ARBITRATION. In addition to Claims brought by either you or Sponsor, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims made by or against (i) Sponsor's agent(s), including, but not limited to, Sponsor's owners, subsidiaries, affiliates, partners, officers, employees, vendors, fulfillment and carrier partners, insurers, successors, agents, assignees, or trustee in bankruptcy, or (ii) anyone acting on your behalf, shall be subject to Arbitration as described herein.

i. EXCEPTIONS. Claims that are excluded from this Binding Arbitration Clause are actions seeking injunctive relief and disputes related to Sponsor's intellectual property. You and Sponsor further agree not to invoke the right to arbitrate any individual Claim that you bring in small claims court or an equivalent court so long as the Claim is pending only in that court and remains pending only in that court (the "Small Claims Court Exception").

j. ARBITRATION FEES/DEPOSITS. All Arbitration fees and deposits will be governed by AAA's then applicable rules, including, but not limited to, who is responsible for payment of any fees and deposits.

k. PROCEDURE. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years' experience or who is a former or retired judge. The Arbitration shall follow the rules and procedures of the Arbitration administrator in effect on the date the Arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the Arbitration administrator and this Binding Arbitration Clause, in which case this Binding Arbitration Clause shall govern.

Any in-person Arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any Arbitration proceeding. The arbitrator shall only be empowered to grant relief that would be available in court under law or in equity. The arbitrator shall not be empowered to disregard the law to do equity.

At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. this Binding Arbitration Clause is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

1. SEVERABILITY. If any provision of this Binding Arbitration Clause is held by a court of competent jurisdiction or an arbitrator to be invalid, void, or unenforceable, the remaining provisions in this this Binding Arbitration Clause shall, nevertheless, continue in full force without being impaired or invalidated in any way.

11. CONTACTING SPONSOR.

Sponsor may be contacted at,

National Association for Gun Rights P.O. Box 1776 Loveland, CO 80539 (877) 405-4570 info@gunrights.org