TERMS AND CONDITIONS

4th of July Sling Giveaway Rules

Sponsored By: Blue Force Gear, Inc.

Promotion Period. The Promotion starts at 12:00 a.m. (all times EST Time) on June 30, 2025, and ends at 11:59 p.m. EST on July 4, 2025 (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 on July 7, 2025. Winner will be announced and confirmed shortly thereafter.

OVERVIEW: Gleam.io will host the sweepstakes.

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 SWEEPSTAKES IS VOID WHERE PROHIBITED OR EXCLUDED.

1. SWEEPSTAKES DESCRIPTION. The SWEEPSTAKES consists of an online sweepstakes (the "Sweepstakes") in the 50 United States and the District of Columbia (the "Territory") that begins and ends at the dates and times listed on the Sweepstakes Page for that specific sweepstakes (the "Sweepstakes Period"). Sweepstakes is VOID where prohibited by law. The Sweepstakes is governed by these Official Rules along with any other additional rules on the Sweepstakes Page.

2. WHO IS ELIGIBLE TO ENTER/TO WIN.

• Eligibility. The SWEEPSTAKES is open only to natural persons who are legal residents of the Territory, at least eighteen (18) years of age at the time of entry. Persons in the following categories are NOT eligible to participate: any person who on or after the

beginning of this Sweepstakes 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 Sweepstakes; 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 Blue Force Gear, Inc. (the "Sponsor"), and each person who participates in the Sweepstakes (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 Sweepstakes Page, and the decisions of the Sponsor, which shall be final and binding with respect to all aspect of the Sweepstakes 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 Sweepstakes Page. Until a potential winner is verified to be eligible and in compliance with these Official Rules and any other additional rules on the Sweepstakes 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 Sweepstakes. 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.
- **3. HOW TO ENTER.** By entering this sweepstakes, you agree that you are subscribing to the Sponsor's email marketing materials as indicated on the Sweepstakes Page for that specific sweepstakes or granting your approval for Sponsor to add you to their marketing subscription list. Participant must continue to be subscribed to all specified marketing materials throughout the Sweepstakes Period to be eligible to win a prize. If a Participant has unsubscribed during the Sweepstakes Period the Participant will be ineligible to win.

<u>Entry</u>: At minimum you will be required to provide your first and last name, your email, and confirm you are at least 18 years of age or older.

Other Entries: A Sweepstakes may provide for other entries ("Other Entries"). A Participant may receive an Entry by commenting on Blue Force Gear's Instagram page post related to the sweepstakes, Tag 1 person and like the post.

You can also enter by mailing a Sweepstakes entry request to 166 Pine Barren Road, Pooler GA 31322.

By participating in any Sweepstakes, you unconditionally accept and agree to comply with and abide by these Official Rules, the additional details on the applicable Sweepstakes 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 Sweepstakes Period must be received during that Sweepstakes Period. Proof of transmission is not proof of receipt.

- **4. SWEEPSTAKES PRIZES/ODDS/DETAILS.** The prize(s) and value(s) available for any Sweepstakes will be listed on the Sweepstakes Page for that Sweepstakes. The odds of winning in any Sweepstakes depend on the number of eligible entries received for that Sweepstakes.
 - Winner Selection and Notification. The Sweepstakes drawing will be selected in a random drawing from among the eligible entries received during the applicable Sweepstakes Period for that drawing per the "How to Enter" rule above. 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 Sweepstakes 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. Sponsor will provide for standard trackable delivery of the prize in the Sweepstakes. The prize winner 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 Sweepstakes Page for the specific prize shall prevail, govern and control.

- **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 three to six weeks from date of verification.
- **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 Sweepstakes or receipt or use or misuse of any prize.

7. GENERAL PROVISIONS.

• Sponsor reserves the right to cancel, suspend and/or modify any Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, 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 Sweepstakes. 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes Page shall not constitute a waiver of that provision.

Sponsor's computer is the official timekeeping device for the Sweepstakes. 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 Sweepstakes 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 Sweepstakes.

- By entering the Sweepstakes, 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 Sweepstakes. Sponsor reserves the right to block entry to any individual for any or all Sweepstakes 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 Sweepstakes and any prizes awarded are provide "AS IS" and the Sponsor makes no warranty, representation, or guarantee regarding the Sweepstakes 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 Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes and all issues and matters concerning the construction, validity, interpretation, and enforceability of these Official Rules and any other additional rules on the Sweepstakes Page, or the rights of Participant(s), shall be governed by and construed in accordance with the laws of the State of Georgia 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 Sweepstakes 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 Sweepstakes 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.
- 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 Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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 home page of the Site for at least ninety (90) days after the end of the applicable Sweepstakes.
- **12. SPONSOR AND ADMINSTRATOR**. The Sweepstakes is sponsored in the Territory by Blue Force Gear, Inc., 166 Pine Barren, Rd., Pooler GA 31322.
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