

## Official Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED. THIS CONTEST IS NOT AFFILIATED WITH NEITHER KIMBER NOR THE NATIONAL RIFLE ASSOCIATION (NRA).

### 1. Eligibility

Armed2Defend's Win a Kimber NRA Membership Giveaway (the Contest) is open to legal Ohio residents who are at least twenty-one (21) years old and who can legally own a pistol at the time of winning. Employees of Armed2Defend LLC and other companies associated with the promotion of the Contest and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of such employee are not eligible. The Contest is subject to federal, state, and local laws and regulations.

### 2. Sponsor

The Contest is sponsored by Armed2Defend LLC, located at 7457 Williamson Lane, Canal Winchester, Ohio, 43110. The neither Kimber nor the National Rifle Association (NRA) is not affiliated with the Contest.

### 3. Agreement to Official Rules

Participation in the Contest constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

### 4. Contest Period

The Contest begins on March 29, 2017 at 12:00 am EST and ends on March 28, 2018 at 11:59 pm EST (the Contest Period). Entries submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods: (a) Online (membership entry link found at [www.armed2defend.com](http://www.armed2defend.com); <http://membership.nrahq.org/default.asp?campaignid=XI025287D> or another link posted by the Sponsor), or (b) on a paper copy submitted to Armed2Defend LLC, or (c) through the mail. The date of entry is determined by one of two methods: (a) The date that the National Rifle Association (NRA) approves the membership application request which is the date that the NRA enters on the Armed2Defend LLC's bimonthly recruiting statement or (b) The postmark date of valid non-purchase entry requests. Any entry that was included in any previous Contest is disqualified from this Contest; even if the entry was received within this Contest's entry period.

## 5. How to Enter

Limit two (2) entries per person within this Contest Period regardless of method of entry. Entries received from any person in excess of stated limitation will be disqualified. All entries become the property of the Sponsor and will not be acknowledged or returned. The two ways to enter the Contest are as follows: (a) Complete a new or renewal (one, multiple year, or life) membership with the National Rifle Association (NRA) using the Sponsor's recruiting ID, XI025287 or XI029733. This membership request must be made through a link on the Sponsor's website or turned in to Armed2Defend in person on a paper copy. Only membership applications approved by the NRA will be considered for this entry method, or (b) Enter the Contest without purchase by submitting a self-addressed stamped return envelope to Armed2Defend LLC, ATTN: Kimber NRA Contest, 7457 Williamson Lane, Canal Winchester, OH 43110 along with your name, address, phone number, date of birth and email address in order to receive your entry number and a copy of the Contest rules. Each entry request must be submitted separately. For all entry methods, the potential winner is the persons whose name is submitted for entry and not the person who made the submission into the Contest. Date of entry for each submission method is listed above. NRA memberships purchased by the Sponsor are not eligible for the Contest.

## 6. Prize Drawing

On or soon after the end of the contest period (as listed above), the Sponsor will select a potential winner in a random drawing from among all eligible entries received. The odds of being selected are dependent on the number of eligible entries received during the contest period. The Sponsor will attempt to notify the potential winner via telephone or email after the winner is selected. If the potential winner cannot be contacted within five (5) days after the date of the first attempt to contact him/her, the Sponsor may select an alternate potential winner in his/her place at random from the remaining non-winning, eligible entries.

## 7. Winner Notification

The potential winner will be notified by email or phone. Each potential winner will be required to complete and submit a Declaration of Compliance within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, or fails to submit the Declaration of Compliance within the required time period the potential winner forfeits the prize. If the potential winner is at less than 21 years of age and/or cannot legally own a pistol then the potential winner forfeits the prize in its entirety. If the potential winner does not collect the prize within 10 days after submitting the Declaration of Compliance, then the prize is forfeited. The prize is non-transferable and only the potential winner can receive the prize. Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, the Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible

entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. The Prize will be fulfilled approximately 1-3 weeks after the conclusion of the Contest.

8. Prizes

The prize package is for a new Kimber 1911 Ultra Carry II chambered in the 45 AUTO caliber, 40 rounds of 45 AUTO self-defense, 100 rounds of 45 AUTO FMJ, a Kyhide (or similar) holster, an hour lesson from an Armed2Defend LLC instructor, and a cleaning kit. Transfer of the prize from the Sponsor to the winner will be made by Alpha Star Tactical at 3065 Silver Drive, Columbus, Ohio, 43224 (or similar) during their regular business hours. The lesson will be coordinated through Armed2Defend LLC and will take place at their Canal Winchester Training Center at a date and time to be arranged.

9. General Conditions

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be in violation of criminal and civil law, and would such an attempt be made, the Sponsor reserves the right to seek damages (including attorney fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provisions of these Official Rules shall not constitute a waiver of that provision.

10. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize, including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, line, or technical failure or jumbled, scrambled, delayed, or misdirected

transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused directly or indirectly, in whole or in part, from entrant's participation in the Contest or acceptance, receipt or misuse of the prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### 11. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Ohio, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Ohio.

#### 12. Privacy

Information collected from entrants is subject to sponsor's privacy policy.

#### 13. Winner List

To request the name of the winner send a self-addressed stamped return envelope to 7457 Williamson Lane, Canal Winchester, OH 43110. Winner list requests will only be accepted after the Contest Period ends (listed above).