## NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

- **1. Sponsor:** The Sponsor of The Perfect EDC Sig Sauer P365X Macro Giveaway is Modern Warriors, LLC, a Utah Limited Liability Company located at 144 East 2580 South, St. George Utah 84790
- 2. <u>Eligibility:</u> The Perfect EDC Sig Sauer P365X Macro Giveaway (the "Sweepstakes") is only open to those who sign up at <a href="https://gleam.io/zWKCU/pre-black-friday-sig-sauer-p365x-macro-giveaway">https://gleam.io/zWKCU/pre-black-friday-sig-sauer-p365x-macro-giveaway</a> and are 21 years of age as of the date of entry. The Sweepstakes is only open to legal residents of United States, and is void where prohibited by law. Employees, independent contractors, interns, officers, directors, and agents of Modern Warriors, LLC (the "Sponsor") their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.
- **3.** <u>Agreement to Rules:</u> By entering the Sweepstakes, the contestant ("You") agree to comply with and abide by these Rules and the decisions of the Sponsor, and you represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the Sponsor's decisions as final and binding as it relates to the content of this campaign. Entrants should look solely to the Sponsor with any questions, comments or issues related to the Sweepstakes.
- **4.** Entry Period: The Sweepstakes begins at on November 21, 2022 at 12:01 AM MST and ends at on December 12, 2022 at 11:59PM MST (the "Entry Period"). Entries submitted before or after the Entry Period will not be eligible.
- **5.** How to Enter: The Sweepstakes must be entered by submitting an entry using the online form provided at <a href="https://gleam.io/zWKCU/pre-black-friday-sig-sauer-p365x-macro-giveaway">https://gleam.io/zWKCU/pre-black-friday-sig-sauer-p365x-macro-giveaway</a>. The entry must fulfill all requirements of the Sweepstakes, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications of the Sweepstakes may be disqualified at the sole discretion of the Sponsor. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules of the Sweepstakes, your submission may be disqualified at the sole discretion of the Sponsor.
- **6. Prizes:** The winner(s) of the Sweepstakes (the "Winner") will receive the following prizes:
  - 1 winner will receive a Fully Decked Out Sig Sauer P365X Macro with Holosun 407K X2, Streamlight TLR-7A and an ODIN Holster (approximate retail value \$1275.00 USD)

Actual/appraised value of prizes may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution shall be permitted except for at the Sponsor's discretion. The prize is nontransferable. Substitution of the prize or transfer/assignment of the prize to others or request for the cash equivalent of the prize by the Winner is not permitted. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Winner. Acceptance of the prize constitutes permission for the Sponsor to use the Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

- 7. Odds of Winning: The odds of winning depend on the number of eligible entries received.
- **8.** <u>Winner Selection and Notification:</u> The Winner will be selected by Random Draw under the supervision of the Sponsor. The Winner will be notified within 7 days of the winner selection. The Sponsor shall have no liability for a Winner's failure to receive notices due to spam, junk e-mail or other security settings or for a Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 7 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt of the prize offered in this Campaign by the Winner is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by the Winner at the Sponsor's sole discretion will result in the Winner's disqualification as winner, and all privileges as winner will be immediately terminated.
- Rights Granted by the Entrant: By entering this content (e.g., photo, video, text, etc.), You understand and agree that the Sponsor and anyone acting on behalf of the Sponsor or its respective licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, you represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of the Sponsor. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Modern Warriors from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Modern Warriors may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
- 10. Terms and Conditions: The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes should virus, bug, non-authorized human intervention, fraud, or other cause beyond the Sponsor's control corrupt or affect the administration, security, fairness, or proper conduct of the Sweepstakes. In such cases, the Sponsor may select a winner(s) from eligible entries received before and/or after the action taken by the Sponsor if appropriate. The Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. The Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.
- **11.** <u>Limitation of Liability:</u> By entering the Sweepstakes you agree to release and hold harmless Modern Warriors and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives,

agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) unauthorized human intervention in any part of the Sweepstakes; (iii) electronic or human error in the administration of the Sweepstakes or the processing of entries; (iv) technical errors of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (v) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (vi) printing errors; (vii) lost, late, postage due, misdirected, or undeliverable mail.

- 12. <u>Disputes:</u> This Sweepstakes is governed by the laws of United States, without respect to conflict of law doctrines. By participating in this Campaign, you agree that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in United States having jurisdiction. Further, in any such dispute, under no circumstances shall You be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than actual out-of-pocket expenses (i.e. costs associated with entering the Sweepstakes). You further waive all rights to have damages multiplied or increased.
- **13.** <u>Winners List:</u> To request a copy of the winners list please contact the Sponsor. Requests must be sent within four (4) weeks of the end of the Entry Period.
- **14.** <u>No Endorsement:</u> The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook, Twitter, Instagram, Snapchat, YouTube, Reddit, Pinterest, LinkedIn or any other social networks that are used to share the Sweepstakes. You understand that you are providing your information to the owner of the Sweepstakes and not to Facebook, Twitter, Instagram, Snapchat, YouTube, Reddit, Pinterest, LinkedIn or any other social networks.
- **15.** <u>Acceptance of Rules:</u> By participating in the Sweepstakes, you have affirmatively reviewed, accepted, and agreed to all of the Official Rules, Terms and Conditions.

## MODERN WARRIORS, LLC WIN THE SIG SAUER P365X MACRO W/STREAMLIGHT TLR 7A, HOLOSUN 407K X2 AND ODIN INSIDE THE WAISTBAND RIGHT-HANDED HOLSTER SWEEPSTAKES

## **OFFICIAL RULES**

NO PURCHASE IS NECESSARY TO ENTER OR TO WIN. VOID IN ALL STATES WHERE THIS TYPE OF FIREARM IS PROHIBITED BY LAW. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL FEDERAL, STATE AND LOCAL LAWS, RULES AND REGULATIONS APPLY.

This Modern Warriors Sweepstakes (the "Sweepstakes") is operated by Modern Warriors, LLC dba Modern Warriors, LLC (the "Sponsor"), 144 East 2580 South, St. George, UT 84790.

How to Enter: Enter the Sweepstakes and receive ten (10) entries by signing up for the e-newsletter at <a href="https://gleam.io/zWKCU/pre-black-friday-sig-sauer-p365x-macro-giveaway">https://gleam.io/zWKCU/pre-black-friday-sig-sauer-p365x-macro-giveaway</a> (the "Website Contest Page") during the Sweepstakes Period by providing your name, e-mail address and date of birth. You may receive additional entries into the Sweepstakes by completing additional tasks during the Sweepstakes Period using the buttons on the Sweepstakes page of the Website Contest Page. The tasks and additional entries provided are as follows:

- Automatic Entry- 1 entries per day
- Check Out Our Full Selection Of Sig Pistols 5 entries per day
- Check Out Our Full Selection Of Sig Rifles 5 entries per day
- Check Out Our Full Selection Of Pistols 5 entries per day
- Check Out Our Selection Of Rifles 5 entries per day
- Check Our Our Selection Of Suppressors 5 entries per day
- Visit Modern Warriors On Facebook 25 entries
- Visit modern.warriors On Instagram 25 entries
- Click For Daily Bonus Entry 3 entries per day
- Visit Modern Warriors On Youtube 25 entries

The "referring friends" entries will only be awarded if a friend actually enters the Sweepstakes using the unique link(s) found in your referral. Entrants are responsible for disclosing in their Tweets and referrals that they are receiving entries into the Sweepstakes for tweeting about the Sweepstakes and referring friends. Sponsor is not responsible for any incomplete, late, lost, misappropriated, illegible, damaged, or misdirected entries, or for failure to receive online entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning or unavailability of any network, platform, hardware or software, whether originating with sender or Sponsor. If you enter using a mobile device, standard data charges may apply from your carrier.

<u>Sweepstakes Period</u>: The Sweepstakes begins on November 21, 2022, at 12:01 a.m. Mountain Standard Time Eastern Time ("MST") and ends at 11:59:59 p.m. MST on December 12, 2022 (the "Sweepstakes Period"). The server hosting the Website Contest Page is the official time clock for the Sweepstakes.

Eligibility and Limitations: Sweepstakes is open to legal residents of the 50 United States and the District of Columbia who are age 21 or older, except for residents of residents where the prize is illegal to own, who are not eligible to win. Employees, officers and directors of Sponsor, its parent, subsidiary and affiliated companies, their advertising agencies, and any other entities involved in the Sweepstakes are not eligible to win. Immediate family members of such persons, including spouses, siblings, parents, and children, and any other persons residing at the same household whether or not related are also excluded from eligibility. If you have won a prize in any sweepstakes sponsored by Modern Warriors, LLC in the twelve months prior to the starting date of this Sweepstakes, you are not eligible to win a prize in this Sweepstakes. This Sweepstakes is VOID in all states where prohibited by law.

<u>Prize:</u> Sponsor will select one (1) winner in a random drawing held on or about December 12, 2022, from among all eligible entries received during the Sweepstakes Period. The Prize sill consist of the following items:

- One (1) Sig Sauer P365X Macro 9mm handgun
- One (1) Streamlight TLR 7A tactical light
- One (1) Holosun 407K X2 Reflex Optic
- One (1) ODIN Inside the Waistband Right-Handed Holster
- All shipping costs to the FFL of choice

Approximate retail value of prize is \$1275.00. Winner is solely responsible for any and all costs associated with maintenance and use of the prize firearm, including but not limited to additional magazines and ammunition, FFL transfer fee, background check, and taxes. Odds of winning the prize depend on the number of eligible entries received during the Sweepstakes Period.

No prize transfer is permitted prior to award. If a potential prize winner is unable to accept or receive shipment of a prize due to applicable gun laws in his or her state of residence, Sponsor will work with potential winner to find a prize of equal or greater value that is legal for the potential winner in that state, with the final prize determined in the sole discretion of Sponsor. Otherwise, there is no cash in lieu of prize or substitution of prize, except that Sponsor reserves the right to substitute a prize of equal or greater value in the event the stated prize becomes unavailable for any reason. All taxes, fees, licenses or other charges on prize are the sole responsibility of the winner. Federal, state and local taxes on the prize are the sole responsibility of the winner. As required by law, Sponsor will issue a 1099 Tax Form in the amount of \$900 to the winner at the appropriate time. Sponsor will not ship any prizes to an address outside of the United States.

<u>Winner Notification and Confirmation:</u> The winner will be notified via email at the e-mail address provided in the entry within three business days of the drawing. Potential winner must sign and return a declaration of eligibility and a liability/publicity release and an IRS Form W-9 within seven (7) days of receipt in order to formally claim the prize. Potential winner must also meet all legal requirements for receipt and ownership of the prize.

If any prize notification is returned as undeliverable, or if a potential winner fails to return the signed documentation within the time allowed, or if a potential winner is determined to be ineligible or to have violated these Official Rules in any way, as determined in the sole discretion of Sponsor, that potential winner will be disqualified, the prize will be forfeited, and an alternate winner will be selected from among remaining eligible entries, as applicable. However, if Sponsor is unable to award the prize after attempts to reach three potential winners, the prize will remain unawarded. Returned and unclaimed

prizes will not be awarded. If forfeiture of a prize occurs after a winner has been confirmed and the prize awarded, no alternate winner will be selected.

Prize Provider will ship its portion of the prize directly to the confirmed winner. Sponsor will share confirmed winner's name, mailing address, phone number and e-mail address with Prize Provider for the sole purpose of fulfilling the prize. Sponsor will ship the remainder of the prize to the local FFL dealer in winner's area of residence, whose license must be on file with Modern Warriors, LLC before Sponsor will process the shipment. The winner is responsible for meeting all documentation, handling fees or other requirements by the designated FFL dealer for receiving the prize firearm. If the prize is Curio & Relic eligible and the winner has a Curio & Relic license on file with Modern Warriors, LLC, then Sponsor may ship the prize to winner's home. Sponsor will ship the prize within two to six weeks following receipt of all necessary documents and information.

<u>Publicity Release:</u> By participating, all entrants and winner(s) grant to Sponsor and its agent's permission to use their names, photographs, voices, likenesses, comments, posts about the Sweepstakes, social media handles, and biographical information for advertising and promotional use in any media without limitation, and without further compensation or right of approval.

<u>Privacy:</u> By entering into the Sweepstakes, you agree that Sponsor may use your personal information for both online and offline direct marketing purposes in accordance with its privacy policy located at <a href="https://modernwarriors.com/privacy-policy">https://modernwarriors.com/privacy-policy</a>. You may subsequently opt out of receipt of those communications at any time by following the directions in the e-mail or in the privacy policy. Your opt-out status will not affect your participation or chances of winning in this Sweepstakes.

Limitation of Liability: By entering, all entrants release Sponsor, Prize Provider, and their respective affiliates, subsidiaries, parent companies, and all of their respective officers, directors, agents, promotional partners and employees ("Released Parties") from any and all liability with respect to or in any way arising from this Sweepstakes and/or acceptance or use of the prize, including liability for personal injury, death, damages, or loss. By entering, all entrants release Facebook, Twitter, Instagram, YouTube and Twitch.tv from any and all liability with respect to or in any way arising from this Sweepstakes. Sponsor is not responsible for prize quality or utility and disclaims all warranties associated with the prize. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by Website Contest Page users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of submissions and entries in the Sweepstakes. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line-systems, servers or providers, social media platforms, computer equipment, software, applications, failure of email, technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to participants or to any person's computer, mobile device, or data related to or resulting from participating or downloading materials in this Website Contest Page or Sweepstakes. Sponsor is not responsible for cheating or fraud by any entrants. Any activities intended to disrupt or interfere with the proper play of the Sweepstakes, or to defraud the Sponsor in any way, may be prosecuted to the fullest extent of the law. Participants engaging in any of the foregoing activities will be disqualified and will forfeit any prizes won in the sole discretion of Sponsor. If, for any reason, the Sweepstakes is not capable of operating as planned, including, without limitation, as a result of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the

reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and award prizes among eligible entries received. In case of dispute, entries will be declared made by the authorized account holder of the email address provided in the entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, Online Service Provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

Disputes: As a condition of participating in this Sweepstakes, participant agrees to be bound by these Official Rules and agrees that any and all disputes which cannot be resolved between the parties, and any causes of action arising out of or connected with the Sweepstakes, shall be resolved individually, without resort to any form of class action. Participants consent to the exclusive jurisdiction of the courts located in the United States and agree that all matters pertaining to these Official Rules and disputes arising hereunder shall be governed by and interpreted in accordance with the laws of the State of North Carolina without regard to any conflicts or choice of law rules or provisions (whether of North Carolina or any other jurisdiction). In any such dispute, under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., his or her costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules is found to be invalid or unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

<u>Winner's List:</u> For a Winner's List, send a self-addressed, stamped envelope to: Modern Warriors, LLC Sweepstakes Winner, 144 East 2580 South, St. George, UT 84790. Requests must be received prior to December 30, 2022, to be processed.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Instagram, YouTube or Twitch.tv.

## Platform Disclaimer

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