## Christensen Arms 25th Anniversary Promotion Official Rules

## NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR ODDS OF WINNING.

**Eligibility**: The promotion is open to legal residents of the fifty United States and the District of Columbia (excluding New York, Florida), who are eighteen years of age or older prior to the Promotion Period. Current and former employees of Sponsor and their family members are prohibited from entering. Entrants are subject to all applicable federal, state and local laws and regulations. Void where prohibited by law.

**Sponsor**: The promotion is sponsored by TDJ Buyer, Inc. d/b/a Christensen Arms, 550 Cemetery Rd, Gunnison, UT 84634 ("Sponsor").

**Agreement to Official Rules**: By participating in this promotion (the "Promotion"), entrants agree to abide by the terms and conditions thereof as established by Sponsor. Sponsor reserves the right to qualify all entries and to reject any entries that do not meet the requirements for participation as established by Sponsor.

**Promotion Period**: The Promotion begins on September 25, 2020 at 9:00 AM MT and ends on October 16, 2020 at 11:30 PM MT (the "Promotion Period"). Entries received before or after the Promotion Period are void. Sponsor's computer is the official time-keeping device for the Promotion.

**How to Enter**: During the Promotion Period, go to https://christensenarms.com/25th-anniversary/ or use the referral link provided by a friend (the "Promotion Page"); log in using your Facebook account or your email. If you login using your Facebook account, Sponsor's promotional partner, RafflePress will receive your name, profile picture and email address. By logging in, you accept RafflePress's terms

(https://rafflepress.com/terms/?fbclid=IwAR1Dv5537WVRhddaQDrHOM-IV-QLGqGxjcAMDhfrjfVd17H0BOFohA5mRKE). The first time you log in, you will receive one automatic point (a "Point"). In order to be eligible to win a Prize, you must then click the link on the Promotion Page to join Sponsor's email newsletter, which will earn you 5 Points, plus 1 point for a free automatic bonus entry. To gain additional Points, you may complete the activities on the Promotion Page. All activities must be completed through the links provided on the Promotion Page or no Points will be awarded. Limits on specific activities are listed below. The use of any scripts, computer programs, robotic repetitive, macro, automatic, programmed or similar automated entry methods or agents to obtain points will void all points received by that person or that person's agents. All decisions concerning points are solely within the discretion of Sponsor. Sponsor's decision are final and non-appealable.

## **Optional Activities**

| Activity                      | Points | Additional Limits/Conditions                  |
|-------------------------------|--------|---|
| Visit Sponsor's Facebook page | 3      | One visit per day during the Promotion Period |
| Follow Sponsor's Twitter page | 3      | One follow during the Promotion Period        |

| Visit Sponsor's Instagram page  | 3 | One visit per day during the Promotion Period   |  |  |
|---------------------------------|---|---|--|--|
| Visit Sponsor's YouTube Channel | 3 | One visit per day during the Promotion Period   |  |  |
| Refer a Friend – Viral          | 5 | Each friend must use the unique link provided   |  |  |
|                                 |   | to access the Promotion Page, register and sign |  |  |
|                                 |   | up for Sponsor's newsletter                     |  |  |
| Tweet a Message                 | 4 | One tweet per day during the Promotion          |  |  |
|                                 |   | Period  |  |  |
| Visit a Page                    | 5 | One visit per day during the Promotion Period   |  |  |
| Answer the Question             | 5 | One answer during the Promotion Period          |  |  |
| Complete the Poll               | 4 | One poll during the Promotion Period            |  |  |
| Answer the Poll                 | 5 | One answer during the Promotion Period          |  |  |
| Submit an Image                 | 5 | One submission per day during the Promotion     |  |  |
|                                 |   | Period  |  |  |
| Find your dealer by visiting    | 4 | One visit per day during the Promotion Period   |  |  |
| Sponsor's dealer location page  |   |   |  |  |

Sponsor also assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, garbled or misdirected attempt to earn Points; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the users, or by any of the equipment or programming associated with or utilized in this Promotion; or by any technical or human error that may occur in the processing of submissions or downloading that may limit, delay or prevent an entrant's ability to participate in the Promotion.

Sponsor reserves the right, in its sole discretion, to cancel or suspend this Promotion and award the prizes from based on the Points earned up to the time of termination or suspension should causes beyond Sponsor's control, including unauthorized human intervention, which, in the sole opinion of Sponsor, corrupt, compromise or materially affect the administration, fairness, security or proper play of the Promotion or proper submission of entries. Sponsor is not liable for any loss, injury or damage caused, whether directly or indirectly, in whole or in part, from downloading data or otherwise participating in this Promotion.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

**Selection of Winners**: The five (5) entrants who earn the most Points at the end of the Promotion Period will be declared Winners as follows:

- 1. Highest Point total Grand Prize Winner Grand Prize
- 2. Second highest Point total Second Place Winner Week 4 Prize

- 3. Third highest Point total Third Place Winner Week 3 Prize
- 4. Fourth highest Point total Fourth Place Winner Week 2 Prize
- 5. Fifth highest Point total Fifth Place Winner Week 1 Prize

In the event of a Point tie, an entrant will be ranked higher than another entrant with the same Points based on the date and time of his or her first login to the Promotion Page.

**Notification of Winners**: Winners will be notified via email. If any Winner does not acknowledge acceptance of his or her prize within two (2) business days after being notified that he or she is a Winner that Winner will have been deemed to forfeit his or her prize and another Winner may be chosen using the same procedure specified above. Sponsor will first notify the potential Grand Prize Winner via email and then notify the remaining Winners in order once the preceding Winner has acknowledged acceptance of his or her prize.

**Requirements of Winners**: Sponsor may require Winners to sign and return an affidavit of eligibility and liability and publicity release, wherever lawful, as a precondition to award of a prize. If any Winner fails to sign and return the requested documents to Sponsor within two (2) business days, that Winner may be disqualified, and the prize will thereafter be awarded to an alternate Winner from the remaining entrants using the procedure specified above.

**Prizes**: Prizes are as follows:

| Package 1 (Week 1):                                     |       |          |
|---|-------|----------|
| Christensen Arms Hat + Shirt                            | \$    | 40.00    |
| Christensen Arms Water bottle                           | \$    | 20.00    |
| Over Under \$100 Web Gift Card                          | \$    | 100.00   |
| Christensen Arms Sticker Pack                           | \$    | 10.00    |
| Christensen Arms Rifle Bag                              | \$    | 79.00    |
| Christensen Arms Ammo Wallet                            | \$    | 34.99    |
| Total   | \$    | 283.99   |
| Package 2 (Week 2):                                     | +     |          |
| Christensen Arms VIP Rams Club Box                      | \$    | 100.00   |
| Christensen Arms Anniversary Hat                        | \$    | 19.95    |
| Warne Mountain Tech Scope Rings                         | \$    | 149.00   |
| Christensen Arms Special-Edition 25th Anniversary Hat   | \$    | 19.95    |
| Jim Shockey Virtual 1:1                                 | \$    | 500.00   |
| Total:  | \$    | 788.90   |
| Package 3 (Week 3)                                      |       |          |
| Tactacam Spotter LR                                     | \$    | 299.00   |
| Mt Ops \$200 Gift Card                                  | \$    | 200.00   |
| Christensen Arms \$50 Web Gift Card                     | \$    | 50.00    |
| Christensen Arms Special-Edition 25th Anniversary Shirt | \$    | 19.95    |
| Anniversary Knife                                       | \$    | 395.00   |
| Kifaru Pack   | \$    | 450.00   |
| Total Value   | \$    | 1,413.95 |
| Package 4 (Week 4):                                     | Value |          |
| \$100 CARMS Webstore Gift Card                          | \$    | 100.00   |
| Uncharted Supply Co Raft                                | \$    | 450.00   |
| Chama Chair   | \$    | 170.00   |
| 2 Canvas Cutter Bedrolls                                | \$    | 1,400.00 |
| Christensen Arms Grey Hoodie                            | \$    | 49.99    |
| Christensen Arms MPR Chassis                            | \$    | 1,095.00 |
| Total Value   | \$    | 3,264.99 |
| Grand prize (Week 4):                                   |       |          |
| Anniversary Traverse Rifle                              | Ś     | 2,595.00 |
| Leupold Scope VX-31                                     | \$    | ,        |
| Total Value:  | Ś     | 4,934.99 |

All local laws apply. Any Winner whose prize contains a firearm or another controlled item must pass appropriate background check(s), and comply with all applicable federal, state and local laws in order to take possession of the prize. Only the Winner may take possession of the Prize. Failure to comply with all applicable laws including, but not limited to, any required background check(s) for firearm possession will result in the forfeiture of the entire Prize and another winner will be selected to receive that Prize.

## The total ERV of all Prizes is \$10,686.82.

Prizes are non-transferable and non-refundable, and no substitutions will be made except as provided herein, in the Sponsor's sole discretion. Non-monetary Prizes are not redeemable for cash. Sponsor reserves the right to substitute a particular Prize for one of comparable or greater value. No individual may win more than one prize. NON-MONETARY PRIZES ARE

AWARDED AS IS AND WITHOUT CONDITION, WARRANTY, GUARANTEE OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE) BEYOND THE CUSTOMARY REPRESENTATIONS PROVIDED WHEN THE PRIZE IS SOLD AT RETAIL.

Winners are responsible for any and all applicable local, state, and/or federal taxes and fees. Sponsor will issue a Form 1099 to any Winner receiving a Prize with a total retail value of \$600 or more.

**Privacy**: By submitting an entry, participants acknowledge and agree that any personal information that they provided may be maintained, used and disclosed in accordance with Sponsor's privacy policy, which can be found at <a href="https://christensenarms.com/privacy-policy/">https://christensenarms.com/privacy-policy/</a>.

Release and Publicity: You are participating in the Promotion voluntarily. You assume all such risks and all related damages and losses, whether caused in whole or in part by any act or omission of Sponsor or its affiliates, or any of their officers, directors, employees, agents, partners and licensors ("Sponsor Parties"), even where such acts or omissions are negligent. You voluntarily release, waive, discharge and hold harmless the Sponsor Parties from any and all claims, demands or causes of action for property damage, bodily injury, wrongful death, loss of services or other claims arising from or relating to your participation in the Promotion and/or acceptance, possession and use of any prize.

YOU ACKNOWLEDGE AND AGREE THAT THE SPONSOR PARTIES SHALL NOT BE LIABLE FOR ANY LOST PROFITS OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES ARISING FROM ANY TYPE OR MANNER OF COMMERCIAL, BUSINESS OR FINANCIAL LOSS, EVEN IF THE SPONSOR PARTIES HAD ACTUAL OR CONSTRUCTIVE KNOWLEDGE OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.

SPONSOR IS NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERROR IN THE PRINTING OF THE OFFER OR ADMINISTRATION OF THE PROMOTION OR IN THE ANNOUNCEMENT OF ANY PRIZES. BY RECEIPT OF ANY PRIZE AND BY SIGNING AN AFFIDAVIT OF ELIGIBILITY AND LIABILITY/PUBLICITY RELEASE, IF REQUESTED, EACH WINNER CONSENTS TO THE USE OF HIS OR HER NAME AND ADDRESS BY SPONSOR FOR ADVERTISING AND PROMOTIONAL PURPOSES, WITHOUT ANY ADDITIONAL COMPENSATION, EXCEPT WHERE PROHIBITED. NO ENTRIES WILL BE RETURNED. ALL ENTRIES BECOME THE PROPERTY OF SPONSOR.

**Governing Law**: These Official Rules shall be governed by and construed and enforced in accordance with the United States Federal Arbitration Act, other applicable federal laws and the laws of the State of Utah, without regard to conflict of laws principles.

DISPUTES: ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS, YOUR PARTICIPATION IN THE PROMOTION, INCLUDING, BUT NOT LIMITED TO, THE VALIDITY, APPLICABILITY OR INTERPRETATION OF THESE TERMS AND CONDITIONS ("CLAIM"), SHALL BE RESOLVED BY BINDING ARBITRATION RATHER THAN IN COURT, EXCEPT THAT YOU MAY ASSERT CLAIMS IN SMALL CLAIMS COURT IF YOUR CLAIMS QUALIFY. THERE IS NO JUDGE OR JURY IN ARBITRATION, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED.

The arbitration will be conducted by the American Arbitration Association (AAA) under its then-applicable rules, including (as appropriate) its Consumer Arbitration Rules. The AAA's rules are available at http://www.adr.org/. Payment of all filing, administration and arbitrator fees will be governed by the AAA's rules. The arbitration shall be conducted in the English language by a single independent and neutral arbitrator. For any hearing conducted in person as part of the arbitration, you agree that the hearing will be conducted in Salt Lake City, Utah or, if the Consumer Arbitration Rules apply, another location reasonably convenient to both parties with due consideration of their ability to travel and other pertinent circumstances, as determined by the arbitrator. The decision of the arbitrator on all matters relating to a Claim shall be final and binding. Judgment on the arbitral award may be entered in any court of competent jurisdiction.

WE EACH AGREE THAT ALL CLAIMS SHALL BE RESOLVED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION OR ARBITRATION. IF FOR ANY REASON A CLAIM PROCEEDS IN COURT RATHER THAN IN ARBITRATION, WE EACH WAIVE ANY RIGHT TO A JURY TRIAL AND AGREE THAT SUCH CLAIM SHALL BE BROUGHT ONLY IN A COURT OF COMPETENT JURISDICTION IN DENVER, COLORADO. YOU HEREBY SUBMIT TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS AND WAIVE ANY OBJECTION ON THE GROUNDS OF VENUE, FORUM NON-CONVENIENS OR ANY SIMILAR GROUNDS WITH RESPECT TO ANY SUCH CLAIM.

**Severability**: If any provision of these Official Rules is held to be invalid or unenforceable under applicable law, then such provision shall be construed, limited, modified or, if necessary, severed to the extent necessary to eliminate its invalidity or unenforceability, without in any way affecting the remaining parts of these Official Rules.

**Promotion Results and Official Rules**: To obtain the identity of the Winners and/or a copy of these Official Rules, send an email to <a href="marketing@chrisentensenarms.com">marketing@chrisentensenarms.com</a> -or- send a self-addressed stamped envelope to Attn: Marketing, 550 Cemetery Rd., Gunnison, UT. 84634.