



THOSE WHO RESPOND, PREVAIL.

The "5K Giveaway" \$5,000 Sweepstake (the "Sweepstake")

Sweepstake Official Rules

By entering the Sweepstake, you agree to be bound by these Official Rules and to comply with all applicable laws and regulations.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKE. A PURCHASE OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

THIS SWEEPSTAKE IS VOID WHERE PROHIBITED BY LAW. OPEN ONLY TO LEGAL RESIDENTS OF NEBRASKA WHO HAVE REACHED EIGHTEEN (18) YEARS OF AGE AS OF AUGUST 1, 2018.

1. SPONSOR: The sponsor of the Sweepstake is 88 TACTICAL BUILDING GROUP, LLC (the "Sponsor") with offices at 15350 Shepard St, Omaha, NE 68138.
2. PRIZE: The prize of the Sweepstake consists of the following: \$5,000

The estimated total retail value of the prize of this Sweepstake is ten thousand dollars (\$5,000.00). The winner is not permitted to substitute the prize. The Sponsor reserves the right to substitute any or all of the prizes with any article or service of similar or greater value at its sole discretion. Prizes may not be assigned or transferred.

3. HOW TO ENTER: You may enter the Sweepstake by completing a short 3 minute survey consisting of contact information as well as being physically present at the 88 Tactical Building Group facility, located at 15350 Shepard St, Omaha, NE 68138. By entering this Sweepstake you agree to be bound by the Sweepstake Official Rules.

All entries, as well as all copyrights thereto, will become the property of Sponsor. Sponsor will not be responsible for lost, stolen or misdirected entries. Your entry must be submitted within the Entry Period (set forth in Section 6) or it will be deemed void. Sponsor reserves the right to deem void and disqualify any entry for any reason, in its sole and absolute discretion, and without notice.



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The personal information that you submit will be subject to Sponsor's privacy policy. Sponsor may use the information you submit to offer you information on other offers or products or services. Multiple entries are NOT permitted.

4. **ELIGIBILITY:** The Sweepstake is open to residents Nebraska who have reached eighteen (18) years of age as of August 1, 2018. Persons in any of the following categories are not eligible to participate or win a prize: (a) persons who from and after August 1, 2018 were or are employees or agents of Sponsor or its affiliates, parent, subsidiaries, or the service agencies or independent contractors of the above organization(s); (b) persons who are engaged in the development, production, distribution of materials, or drawing of winners for this Sweepstake; (c) persons who are immediate family of or who reside in the same household as any person in either of the preceding categories and (d) persons who are currently members of 88 Tactical prior to entry in Sweepstake (e) persons who enter the sweepstake multiple times.

5. **WINNER NOTIFICATION; REQUIRED RELEASES:** A representative of Sponsor will select the winner randomly. The winner will be selected and notified on or about August 1, 2019. The winner will be notified by e-mail and by phone. In the event that Sponsor cannot reach the winner within three (3) days after it attempts to notify the winner, Sponsor will select a new winner according to these rules. Additionally, if the winner is ineligible, it will be deemed as if the winner has rejected the prize, and Sponsor will select a new winner.

To claim the Prize, the winner must:

- (a) confirm receipt of the notice by return email; and
- (b) complete, sign and return a Winner Affidavit & Release form (to be provided by Sponsor), a 1099-MISC IRS tax form (to be provided by Sponsor) and such other documentation (if any) requested by Sponsor.

6. **ENTRY PERIOD:** The Sweepstake begins on August 1, 2018 and ends August 1, 2019. All entries must be received by 3:00 p.m. CST on August 1, 2019.

7. **ADDITIONAL CONDITIONS:** Sponsor reserves the right to terminate the Sweepstake if fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the



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integrity of the Sweepstake as determined by Sponsor in its sole discretion. At its sole discretion, Sponsor may disqualify any person whom it considers to have intentionally violated the Official Rules or any element of the Sweepstake. By participating, entrants agree: (a) to be bound by the Sweepstake Official Rules and the decisions of the person or persons who select the winners, and (b) to release and hold harmless Sponsor, its affiliates, subsidiaries, and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies, from any and all liability with respect to acceptance, possession or use (or misuse) of the prizes or participation in the Sweepstake.

8. **USE OF NAME, LIKENESS, ETC.:** By entering the Sweepstake, you hereby acknowledge and agree that Sponsor and Prize Provider (each a "Sponsor Entity(ies)") shall have the unlimited right in perpetuity and throughout the world to use and publish your name, voice, city, state, likeness, photograph, video, biographical and prize information, and other elements of your persona and identity, in all media now known or hereafter developed, for all purposes of this Sweepstake, as well as for all general marketing, advertising, promotional, commercial tie-in, merchandising, and other business purposes of Sponsor Entities, all without notice or compensation to you.

9. **ENTRANT RELEASE:** By entering this Sweepstake, you forever release and discharge, and agree to hold harmless, all Sponsor Entities from any and all claims, causes of action, liabilities and damages: (a) for personal injuries, death, loss of or damage to personal property, and/or other harm or loss of any nature whatsoever sustained by anyone or anything in connection with your submission and participation in the Sweepstake; and/or (b) for libel, defamation, invasion of privacy, violation of the right of publicity, infringement of copyright, or violation of any other personal or property right based upon, arising out of, or relating to any exploitation of your video (including your likeness and appearance embodied therein) by any Sponsor Entity pursuant to the rights grant set forth above.

10. **TAXES:** Taxes (federal, state, and local) are the sole responsibility of the winner. Sponsor reserves the right to withhold and deduct such taxes and charges from the prize if and to the extent required by law.

11. **WINNERS LIST:** For the name of the prize-winner, available after August 3, 2019, please send a separate, self-addressed stamped envelope to "Win \$5,000" c/o 88 Tactical Building Group, LLC 15350 Shepard St, Omaha, NE 68138



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12. APPLICABLE LAW: These rules are governed by the laws of the State of Nebraska without giving effect to conflicts of law rules.
13. PRIZE PROVIDER: 88 Tactical Building Group the "Prize Provider".