

TERMS & CONDITIONS

NO PURCHASE, PAYMENT, SALES PRESENTATION, OR CONTRIBUTION NECESSARY TO ENTER OR WIN.

A PURCHASE, PAYMENT, SALES PRESENTATION OR CONTRIBUTION WILL NOT IMPROVE YOUR CHANCES OF WINNING.

VOID WHERE PROHIBITED. EXCLUSION MAY APPLY.

The Obsidian Arms Gun Giveaway (the "Promotion") begins at 12:00:01 AM Central Standard Time ("CST") on December 21, 2021 and ends at 11:59:59 PM CST on January 21, 2022 (the "Promotion Period").

The Promotion contains a game of chance ("Promotion"). The computer clock of the Sponsor (defined below) is the official time-keeping device in the Promotion.

1. ELIGIBILITY:

Sweepstakes open to the Continental United States only who are 18 years of age or older as of date of entry.. Restrictions for California and New Jersey. Void in Puerto Rico, Quebec and US territories and where prohibited by law Employees, officers and directors of Obsidian Arms ("Sponsor"), Blue42 Agency ("Administrator") and their respective affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Promotion Parties") their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. Void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

2. HOW TO ENTER THE PROMOTION: How to enter:

To enter without purchase, email your full name, full mailing address, email address, phone number, and birth date. Each entry is limited to ONE (1) email entry per calendar week (a calendar week runs from Sunday to Saturday). No responsibility is assumed for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions or difficulties of any kind or (ii) any incorrect data contained in any sweepstakes entry. Email entries must be sent no later than the end of the Promotion Period to be eligible for the drawing. All entries become the property of Sponsor and will not be returned or acknowledged. Participants are limited to one email entry per person, per email address, per phone number, per mailing address per calendar week throughout the Promotion Period. Any participant submitting multiple entries in a calendar week period will have all but their initial entry invalidated and excluded from the Promotion.

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3. SWEEPSTAKES DRAWING/ODDS:

On July 27th, 2021 the Administrator will conduct a random drawing from all eligible Entries received within the Promotion Period and select One (1) Promotion Prize winner. Odds of winning a Promotion Prize depend on the number of eligible Entries received.

4. WINNER NOTIFICATION:

The potential prize winners will be notified by email and/or phone immediately following winner selection or as soon as reasonably practicable. Potential winners will have Four (4) days to respond to winning notification before forfeiting their prize. The potential winner will be sent an Affidavit of Eligibility/Liability Release via email. All forms must be completed, signed, notarized and returned to the Administrator within Four (4) days of date of issuance. Potential winner becomes the "Winner" only after verification of eligibility by Sponsor. If such potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate winner will be selected from among all remaining entries for that drawing.

5. PRIZES/PRIZE RESTRICTIONS:

One (1) Grand Prize will be awarded during the Promotion, consisting of one (1) custom OA-15C Rifle – 5.56 NATO.

- The OA-15C Rifle combines all of our best parts. Starting with our Billet Lower, Billet Upper and hand guard you will find that we have incorporated minimalism when possible and exceptionalism throughout. We have incorporated the Luth-ART MBA-5 Stock, HIPERFIRE Designated Marksman Trigger, end Ergo MSR Grip for adjustability and intuitive fire controls. All these parts add up to a really smooth ride when the shot is delivered through the Ballistic Advantage 5.56 NATO 16' Barrel and our Checkmate Flash Hider. Our rifle platform has been tested and used for nearly a decade by professional shooters and we will put this gun against any firearm in its class.
- Obsidian Arms OA – 15C Billet Lower Receiver
- Obsidian Arms OA – 15C Billet Upper Receiver
- Obsidian Arms 15 Competition M-LOK Handguard
- Obsidian Arms Checkmate Flash Hider
- Obsidian Arms BCG
- Luth – AR MBA-5 Stock
- HIPERFIRE Designated Markman Trigger
- ERGO MSR GRIP
- Ballistic Advantage 5.56 NATO Barrel

The Approximate Retail Value ("ARV") of the Grand Prize Package is \$1515

GRAND PRIZE RESTRICTIONS:

Actual prize value depends on the location of the winner's residence and distance for delivery. Any difference between stated value and actual value will not be awarded. Winner is

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responsible for any transportation, installation or other delivery and setup fees not specifically noted in these rules. Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate the winner's preferred delivery instructions, but all specifics thereof will be at Sponsor's discretion. If the winner cannot comply with these restrictions or any other portion of these Official Rules, the prize will be forfeited in its entirety and an alternate winner will be chosen. If any portion of the prize is not available for any reason then the Sponsor reserves the right to substitute that portion of the prize with another prize of comparable or greater value. Winner must be of legal age of majority in his/her jurisdiction of residence (and at least 18) and must complete and return a publicity and liability release within Four (4) days of date of issuance. All federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not listed herein as part of the prize are the sole responsibility of the Winner.

GENERAL:

Each winner hereby expressly grants to the Promotion Parties and their respective designees all rights to use and publish his/her name, likeness (photographic or simulated), voice, and province of residence for all purposes, including without limitation, advertising, marketing, promotional and publicity purposes in connection with this Promotion ("Advertising"), in any and all media now or hereafter devised, worldwide in perpetuity, without any form of notice or any amount or kind of compensation or permission, except where prohibited by applicable law. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and each winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Promotion Parties do not assume any responsibility for any disruption in the Promotion Parties, including but not limited to the failure or interruption of Facebook or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. In no event will more prizes be awarded than those listed in Rule #5. All federal, state, and local laws and regulations apply. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Promotion Parties and may be changed from time to time without notice. The Promotion Parties reserve the right to cancel or modify the Promotion at any time without notice. If applicable, a potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning Entry. If, in Sponsor's sole determination, a dispute cannot be resolved, the Entry will be deemed ineligible. Entries generated by a script, macro or other automated means will be disqualified. Entries that are incomplete, garbled, or corrupted are void and will not be accepted.

CONDUCT:

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By participating in this Promotion, you agree to be bound by these Official Rules and the decisions of the Promotion Parties, which shall be final, binding and non-appealable in all respects. Failure to comply with these Official Rules may result in disqualification. The Promotion Parties reserve the right at their sole discretion to disqualify any individual found to be tampering with the participation process or the operation of the Promotion, or to be acting in any manner deemed by the Promotion Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Promotion Parties to be disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated Entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

LIMITATIONS OF LIABILITY:

LIMITATIONS OF LIABILITY: The Promotion Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, Entries, URLs, or emails; (b) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Promotion; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Promotion; (e) inaccessibility or unavailability of the Internet or the WebSite or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, social networking posts, or registrations, the announcement of the prizes, or in any other Promotion-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Promotion. If, for any reason, the Promotion (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, then the Promotion Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Promotion in whole or in part. If terminated, the Promotion Parties will award the prizes from among all non-suspect, eligible Entries received for the Promotion up to the time of such action.

In addition to all other rules and conditions of entry as stated herein, you agree to the following as an express condition of your participation:

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Neither the Promotion Parties, nor its subsidiaries, affiliates, officers, directors, employees, representatives and agents will have any liability whatsoever for, and shall be held harmless by participants, entrants and winners from and against any liability whatsoever that may result, in whole or in part, directly or indirectly, from acceptance, possession, loss, misuse or use of a prize or by virtue of his or her participation in this or any other Promotion that may be conducted by the Promotion Parties.

Without limiting the foregoing, you understand and agree that, by participating in the Promotion and entering their information on the website, they are waiving any right to sue the Promotion Parties under any state or federal statute, rule, or regulation, either individually or as a representative member of any group or in a class action.

Anyone who enters this Promotion online is solely responsible for the security of their username, password, and other information. You should take precautions to keep it private to prevent unauthorized use. Neither the Promotion Parties nor any other person or entity will be responsible for any losses, damages or consequences you may suffer due to unauthorized use of a user name or password.

RELEASES:

All participants, as a condition of participation in this Promotion, agree to release, hold harmless and indemnify the Promotion Parties from and against any and all liability, claims, damages, or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with (i) participation in any aspect of the Promotion, (ii) the receipt, ownership or use of the prize awarded, including any travel associated with any prize, (iii) participant's registration material on any related website, or (iv) any typographical or other error in these Official Rules.

GOVERNING LAW, ARBITRATION AGREEMENT, & CLASS ACTION WAIVER:

By entering or participating in the Promotion, you agree to arbitrate all disputes and claims that arise out of or relate to the Promotion, except as otherwise set forth herein. Therefore, you agree that, by entering or participating in the Promotion, both you and the Promotion Parties are waiving the right to a trial by jury or to participate in a class action or on bases involving claims brought in a purported representative capacity on behalf of the general public, other entrants or Participants, or other persons similarly situated.

This agreement to arbitrate is intended to be broadly interpreted. It includes, but is not limited to claims arising out of or relating to the Promotion, these Official Rules, the Promotion Parties' website, and telemarketing or other marketing activities conducted by Promoter or on Promoter's behalf, and any other claims arising out of or relating to any aspect of your participation in the Promotion, whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, regardless of whether they arise before or after conclusion of the Promotion.

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Arbitration Procedure. A party who intends to seek arbitration must first send to the other, by certified mail, a written demand ("Demand"). The Demand must: (1) describe reasonably the nature and basis of the claim or dispute; and (2) set forth the specific relief sought. If the Promoter and you do not reach an agreement to resolve the Demand within 30 days after the Demand is received, Promoter or you may commence an arbitration proceeding.

The arbitration will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Official Rules, and will be administered by the AAA. The AAA Rules are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to Promoter at the address above. The arbitrator is bound by the terms of these Official Rules. All issues are for the arbitrator to decide, except issues relating to the scope and enforceability of this arbitration provision, which are for a court of law to decide.

Unless both Promoter and you agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. An arbitration award and any judgment confirming it will apply only to the specific case and cannot be used in any other case, except to enforce the award. You will be responsible for paying your share of any arbitration fees (including filing, administrative, hearing or other fees).

One Year Limitation on Actions. YOU MUST FILE A DEMAND WITHIN ONE (1) YEAR OF THE DATE OF THE OCCURRENCE OF THE EVENT OR FACTS GIVING RISE TO SUCH DEMAND, OR YOU WAIVE THE RIGHT TO PURSUE ANY DEMAND BASED UPON SUCH EVENT, FACTS, OR DISPUTE.

Survival of Arbitration Agreement and Class Action Waiver. This section will survive the conclusion or termination of the Promotion.

Governing Law. All issues concerning the construction, validity and enforcement of these Official Rules, or the rights and obligations of the parties, shall be construed and governed by the laws of the State of Missouri, without regard to conflicts of law rules.

PRIVACY:

Except as noted in these Official Rules, information collected for this Promotion is used only for the purpose of Promotion administration and winner notification and will not be sold or shared in any manner by the Promotion Parties or any third parties unless you have elected to receive additional information or promotional material from a third party. By participating in the Promotion, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://ObsidianArms.com> the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.

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Notwithstanding any current or prior election to opt in or opt out of receiving telemarketing calls or SMS messages (including text messages) from the Promotion Parties, our agents, representatives, affiliates, or anyone calling on our behalf, you expressly consent to be contacted by the Promotion Parties, our agents, representatives, affiliates, or anyone calling on our behalf for any and all purposes at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree the Promotion Parties may contact you in any way, including SMS messages (including text messages), calls using prerecorded messages or artificial voice, and calls and messages delivered using auto telephone dialing system or an automatic texting system. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine, voice mail, or send one via text. You consent to receive SMS messages (including text messages), calls and messages (including prerecorded and artificial voice and autodialed) from the Promotion Parties, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, or numbers we can reasonably associate with your account (through skip trace, caller ID capture or other means. You certify, warrant and represent that the telephone numbers that you have provided to the Promotion Parties are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to the Promotion Parties. You agree to promptly alert the Promotion Parties whenever you stop using a particular telephone number. Your cellular or mobile telephone provider will charge you according to the type of plan you carry. You also agree that the Promotion Parties may contact you by email, using any email address you have provided to us or that you provide to us in the future. We may listen to and/or record phone calls between you and our representatives without notice to you as permitted by applicable law.

TAX INFORMATION:

All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form (preceded by a W9 Form) will be issued to the Grand Prize Winner.

SPONSOR:

Obsidian Arms

ADMINISTRATOR:

Blue42 Agency