



## **CRIMSON TRACE "CONDITION CRIMSON™ PHOTO CONTEST"**

### **OFFICIAL RULES**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON. VOID WHERE PROHIBITED BY LAW. PARTICIPATION CONSTITUTES YOUR FULL AND UNCONDITIONAL AGREEMENT TO BE BOUND BY THESE OFFICIAL RULES. WINNING A PRIZE IS CONTINGENT ON FULFILLING ALL REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. ANY VIOLATION OF THESE RULES MAY RESULT IN DISQUALIFICATION, WITHOUT NOTICE OR OTHER OBLIGATION TO THE VIOLATOR. ALL DECISIONS OF SPONSOR ARE FINAL AND BINDING IN ALL RESPECTS.

1. Sponsor: The promotion is sponsored by Crimson Trace Corporation ("Sponsor"), 9780 SW Freeman Drive, Wilsonville OR, 97070, (800) 442-2406, [webmaster@crimsontrace.com](mailto:webmaster@crimsontrace.com) Entrants should look to Sponsor with any questions, comments or problems related to the Contest.
2. Promotion Description and Timing:
  - a. Promotion Period. The promotion ("Contest") entry period begins on or before February 9, 2015 at 9:00 AM (Pacific Time (US & Canada)) and ends on March 6, 2015 at 11:00 AM (Pacific Time (US & Canada)) (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Contest.
  - b. Selection. Sponsor will select prize winner, based on top vote-getters in accordance with the timing described in Section 5 below, drawn from all eligible entries to receive the prize(s), described below.
3. Eligibility: Open only to legal residents of the fifty (50) United States who are 18 (eighteen) years old or older at the time of entry and who can provide proof of U.S. residency. Residents of U.S. territories and possessions, U.S. military installations in foreign countries, and all locations not physically located within the continental United States are excluded from this Contest. Void where prohibited or restricted by law. Sponsor and its subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies and each of their respective officers, directors, employees, independent contractors, and representatives, and members of their immediate families (spouse, parents, siblings, and children) and/or persons living in the same household as such persons, are ineligible to enter the Contest or win a prize. This Contest is subject to all applicable federal, state, and local laws and regulations.

4. How to Enter:

a. Online Entry: Enter the Contest during the Promotion Period online by signing into the entry form and performing the tasks and providing the information required. Submissions will be published after a "prescreening" period controlled by the Sponsor. Submissions will be allowed at the Sponsor's sole discretion.

Limit: The Contest is not limited by daily entries per person and per household per day, during the Promotion Period. Automated or robotic entries submitted by individuals or organizations will be disqualified. Final eligibility for the award of any prize is subject to eligibility verification as set forth below. All entries must be submitted by the end of the Promotion Period in order to be eligible to win. Sponsor will not verify receipt of entries, and proof of submission will not be deemed proof of receipt by Sponsor. Entry materials are automatically null and void if not obtained through the authorized channels or if any part is late, lost, stolen, incomplete, illegible or unintelligible, invalid, damaged, misdirected, or contains errors, and Sponsor is not responsible or liable in any way for such entries or errors. Sponsor is not obligated to notify a participant of a disqualified entry.

Unless required by law, Sponsor is not required to review or respond to any correspondence received from an entrant regarding the Contest.

5. Winner Selection: There will be one (1) Grand Prize winner and (4) Second Prize winners. The selection for the promotion will be conducted within 72 hours after the end of the Promotion Period by Sponsor or its designated representatives.

Winner Notification and Response Requirements: Winners will be notified by email or via social media channel approximately 72 hours after the random drawing. Once notified by Sponsor, a potential winner will have 72 hours from the day Sponsor sends the notification email or places the notification phone call to respond and claim the prize. If winner has not responded to within this timeframe or returned as undeliverable will result in prize forfeiture without notice to the potential winner, and Sponsor may, in its discretion, give the forfeited prize to an alternate winner, selected via random drawing from all eligible entries received as of the original cutoff date for the given prize. The potential prize winners may be required to sign and return an affidavit of eligibility and release of liability, and a Publicity Release (collectively "the Prize Claim Documents"). Requiring a potential prize winner to sign such Prize Claim Documents, however, in no way limits these Official Rules or the releases contained herein. No substitution or transfer of a prize is permitted except by Sponsor.

REPLYING TO THE PRIZE NOTIFICATION WILL NOT AUTOMATICALLY MAKE A POTENTIAL WINNER AN ACTUAL PRIZE WINNER. EACH POTENTIAL WINNER MUST MEET ALL ELIGIBILITY REQUIREMENTS AND OTHERWISE COMPLY WITH THESE OFFICIAL RULES.

The prize winners may be announced on Sponsor's website, Facebook page, and/or in other marketing materials.

6. Odds of Winning: Odds of winning depend on the number of eligible entries received.

7. Prizes:

- 1 (#) winner will receive the Grand Prize: 1 (ea) Heckler & Koch VP9 Pistol\*, 1 (ea) Crimson Trace CMR-204 Rail Master Pro, 1 (ea) Bravo Concealment custom holster. The approximate retail value or "ARV" of the Grand Prize is \$1172.00.
- 4 (#) winners will receive the Second Prize. 1 (ea) Crimson Trace CMR-205 Rail Master Pro. The approximate retail value or "ARV" of the Second Prize is \$279.

The Internal Revenue Service requires a Form 1099 MISC to be issued to and filed by any prize winner if the value of the prize received is \$600 or more. Sponsor will issue a Form w-9 to each prize winner for the ARV of the prize won, and the prize winner is solely responsible for filing this completed form with the Sponsor.

**\*The prize firearm will be shipped to the local FFL dealer of the winner's choice. Winner must arrange to complete ATF form #4473 and required background checks at their local firearm dealer. Dealer firearm transfer fees and any background check fees are the responsibility of the winner. This contest is not open to persons who are prohibited by any law from owning or possessing firearms. This firearm can be shipped with 10 round magazines if the winner is in a jurisdiction that requires use of low capacity magazines. This contest is void in CA and those states or jurisdictions where this firearm is prohibited.**

Prize cannot be transferred, redeemed for cash or substituted by winner. Prize is non-refundable. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of each prize represents Sponsor's good faith determination. That determination is final and binding and cannot be challenged or appealed. If the actual value of the prize turns out to be less than the stated ARV, the difference will not be awarded in cash or otherwise. Sponsor makes no representation or warranty, express or implied, in fact or in law, in relation to any prize awarded, including without limitation any representation or warranty concerning the appearance, safety or performance of any prize awarded, any prize's quality, merchantability, fitness for a particular purpose, suitability for use, and/or non-infringement. All expenses and items not specifically mentioned in these Official Rules are not included and are the prize winner's sole responsibility.

All details of the prize not set forth in these Official Rules are at the sole discretion of Sponsor. Failure to comply with these Official Rules will result in forfeiture of the applicable prize.

8. Privacy; Entrant Personal Information: All entrants acknowledge that if they are chosen as a winner, certain of their personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list; and in accordance with the Publicity Release section below. Personal identifying

information collected from entrants (whether or not selected as winner) is subject to Sponsor's privacy policy, found at <http://www.crimsontrace.com/privacy-statement.html>. By entering the Contest, you acknowledge and agree that you have read and that you understand and agree to the terms of Sponsor's privacy policy, which is hereby incorporated into and made a part of these Official Rules by this reference. However, notwithstanding anything to the contrary in Sponsor's privacy policy, by entering the Contest, you agree that Sponsor may use your personally identifying information for marketing Sponsor's products, offers, and events to you. You may unsubscribe to receipt of marketing communications at any time. By entering this Contest, you acknowledge that you are disclosing your personally identifying information to Sponsor, and not to Facebook. Entrants will not be required to disclose personal financial information to enter the Contest.

9. **Publicity Release:** Unless prohibited by law, acceptance of a prize shall constitute and signify the winner's agreement and consent that Sponsor, and third parties on Sponsor's behalf, may use the winner's name, city and state of residence, biographical data, voice, statements, image, likeness, and/or prize won (collectively the winner's "Name and Likeness") for marketing and promotional purposes and for any other business purpose, in any media, now known or hereafter developed, throughout the world, including on the Internet, without providing additional notice, consent, review opportunity, or consideration to the winner. Each winner agrees that Sponsor (and third parties on Sponsor's behalf) has the unrestricted, absolute, perpetual, and worldwide right to reproduce, copy, exhibit, display, perform, transmit, broadcast, distribute, modify, create derivatives of, and otherwise use the winner's Name and Likeness. Each winner agrees that Sponsor may alter the winner's Name and Likeness and may combine the winner's Name and Likeness with other materials and information (including without limitation, text, data, images, photographs, illustrations, animation and graphics, or video or audio segments of any nature, in any media or embodiment, now known or hereafter developed). Each winner accepts and acknowledges that Sponsor shall not be obligated to use the winner's Name and Likeness, and Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

10. **Release:** By participating in this Contest, you (i) agree to release (a) Facebook; and (b) Sponsor and affiliates, suppliers, advertising/promotion agencies, and each such company's officers, directors, employees, and agents (collectively, the "Releasees") from any and all liability for any and all claims, losses, damages, injuries, death, damage to or loss of personal property, costs and expenses (including reasonable attorneys' fees) of any kind arising out of or relating to your participation in this Contest; your acceptance, possession, use, or misuse of your prize; and/or the Releasees' use of your Name and Likeness under Section 9 (including without limitation liability from and claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (ii) agree to indemnify and hold harmless the Releasees from and against any and all third-party claims, losses, damages, liabilities, injuries, death, damage to or loss of personal property, costs, and expenses (including reasonable attorneys' fees) of any kind arising out of or relating to your participation in this Contest; your acceptance, possession, use, or misuse of your prize; and/or the Releasees' use of

your Name and Likeness under Section 9 (including without limitation liability from and claims for libel, defamation, invasion of privacy or right of publicity, infringement of copyright, or violation of any other right); and (iii) acknowledge and agree that the Releases have not made and are not responsible or liable for any guarantees, warranties, or representations, express or implied, regarding the prize. The prize must be accepted as awarded, and the prizes are awarded "AS IS" and "AS AVAILABLE" with no guarantee, warranty, or representation, express or implied, in fact or in law.

11. Limitation of Liability: Sponsor is not responsible for and has no obligation to notify entrants of any incorrect or inaccurate information, whether caused by entrants or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error, which may occur in the processing of submissions in the Contest. Sponsor assumes no responsibility for any misdirected, undelivered, unintelligible, entries or correspondence, or any error, omission, interruption, deletion, defect, delay of 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 online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to entrant's or any other person's computer related to or resulting from participating or downloading materials in the Contest. If, for any reason, the Contest is not capable of running as planned, including infection by computer virus bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest, then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest. In such event, Sponsor may, in its sole discretion, perform the random drawings from among all eligible entries received prior to or after such cancellation, suspension, or modification. Sponsor is not responsible or liable for any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Contest; downloading of information regarding the Contest; or use of a prize winner's Name and Likeness under Section 9. If, for any reason, a participant's entry is confirmed to have been erroneously deleted, lost, stolen, misdirected, or otherwise destroyed, corrupted, or undelivered, the participant's sole remedy is another entry in the Contest, if possible at that time.

In the event of a dispute concerning who registered online to participate in the Contest, the registration will be declared to have been made by the authorized account holder, which is defined as the natural person who is assigned to an email address by an internet provider, online service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the email address. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible.

12. Disputes; Additional Limitations of Liability: Except where prohibited, participants agrees that: (1) These Official Rules, and the rights and obligations of the participants and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Oregon, without giving effect to any conflict-of-law rules that would result in the application of the laws of any other jurisdiction; (2) any and all disputes, claims, and causes of action arising out of or connected with this Contest or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the U.S. District Court for Oregon or the appropriate Oregon State Court located in Clackamas County, Oregon, and participants submit to the exclusive jurisdiction and venue of such courts for any and all causes of action relating to this Contest or prizes awarded; (3) any and all claims, judgments, and awards shall be limited to the greater of (i) actual out-of-pocket costs incurred by the applicable participant relating to the Contest, including costs associated with entering the Contest and claiming the prize (if any); or (ii) USD \$50.00, but in no event will any participant be awarded attorneys' fees; (4) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive all rights to claim, indirect, punitive, special, exemplary, incidental, and consequential damages; and (5) under no circumstances will participants be permitted to obtain awards for, and participants hereby waive, all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN DAMAGES SO THE ABOVE MAY NOT APPLY TO YOU.

13. General: Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of such term on another occasion or any other term. Sponsor reserves the right, in its sole discretion, to disqualify any individual who Sponsor finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this Contest or any other promotion or in an unsportsmanlike or disruptive manner.

CAUTION: Any attempt by any person to defraud Sponsor in connection with the Contest, to damage any website, or to otherwise deliberately undermine the legitimate operation of the Contest, may be a violation of criminal and civil laws and be subject to criminal and civil penalties. Should such an attempt be made, Sponsor will disqualify any such person from the Contest, without notice to such person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law and to cooperate in the prosecution of any such conduct.

14. Facebook Disclaimer: Entrants should understand that they are providing their information to the Sponsor and not to Facebook. This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook.

Consumer Disclosure: No purchase or payment of any kind is necessary to enter or win. The odds of winning depend on the number of eligible entries received. Limit: One entry per person and per household per day. Other restrictions apply. Sponsor: Crimson Trace Corporation, 9780 SW Freeman Drive, Wilsonville, OR 97070.