

Official Rules

“Gear Up For Greatness Sweepstakes”
Sponsored by Battle Armour Designs

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES AND DISTRICT OF COLUMBIA, WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER (OR 19 FOR RESIDENTS OF AL & NE) AT TIME OF SUBMISSION. VOID IN AK, HI & WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **Sweepstakes Period:** The “Gear Up for Greatness Sweepstakes” (the “Sweepstakes”) commences June 17, 2019 at 1:00:00 PM Eastern Time (“ET”) and ends August 5, 2019 at 11:59:59 PM ET (the “Sweepstakes Period”). Entries submitted past the expiration of the Sweepstakes Period will not be accepted and will be destroyed.

2. **Sponsor and Administrator:** The Sweepstakes is sponsored by Battle Armor Designs, 101 Industrial Dr. Batesville, AR 72501 (“Sponsor”), and administered by Arrowhead Promotion & Fulfillment, Co., Inc., 1105 SE 8th St, Grand Rapids, MN 55744 (“Administrator”).

3. **Eligibility:** The Sweepstakes is open to legal residents of the 48 contiguous United States and District of Columbia, who are at least 18 years of age or older (or 19 for residents of AL & NE) at the time of entry. Void in Alaska, Hawaii and where prohibited. Employees of Sponsor, Administrator, their respective parents, affiliates, subsidiaries and members of their immediate families or persons residing in the same household are not eligible to enter or win. You are also not eligible if you or any member of your immediate family or household (whether or not related) is (A) an employee, officer or director of (1) Sponsor, Administrator, any of their respective bottlers, dealers or distributors, or parent companies, affiliates or subsidiary companies (collectively, the “Released Parties”), and any of the Sweepstakes Parties’ promotional partners, advertising or promotions agencies, sponsors of promotional materials, internet promotion developers, judging or administration organizations, or auditing or legal firms and other parties engaged in the production, promotion, administration or execution of the Sweepstakes (“Sweepstakes Entities”), or (B) an owner/operator or person responsible for purchasing or promotion decisions at retailers or dealers that sell any of Sponsor’s products. “Immediate family” means parents, children, stepparents, stepchildren, siblings, stepsiblings and spouses, whether or not living at the same residence.

4. **How to Enter:** There are four (4) ways to enter this Sweepstakes: **(1) Qualifying Purchase:** To enter via this method, for every \$25.00 you spend at <https://www.sidebysidestuff.com/>; [sidebysidestuff.com](https://www.sidebysidestuff.com) on any Battle Armor products, or for every \$25.00 you spend at <https://www.battlearmordesigns.com>, you will automatically receive one (1) entry into the Sweepstakes random drawing. All purchases must be completed by 11:59:59 PM ET on July 5, 2019, to be eligible for entry into the Sweepstakes random drawing; **(2) Photo:** To enter via this method of entry, share a photo of your hunting set-up (e.g., food plot, treestand, trophy room, etc) (“Photo”) on Twitter, Facebook or Instagram using the hashtag **#GearUpForGreatnessSweepstakes**, and you will receive a link to enter the Sweepstakes. Limit one (1) entry per unique Photo, regardless of which social media account you enter through. All Photo entries must be made by 11:59:59 PM ET on August 5, 2019, or will be forfeited; **(3) Online Videos:** To enter via this method, visit <https://www.battlearmordesigns.com/gear-up-for-greatness-sweepstakes> (“Video Site”) during the Sweepstakes Period and find the videos on the Video Site. Watch the videos listed on the Video Site,

upon completion of each video, an entry form will automatically pop up on the screen, which you must then complete and submit the entry form to one (1) entry into the Sweepstakes random drawing per video. Limit one (1) entry per video. All videos must be watched and entries must be submitted by 11:59:59 PM ET on August 5, 2019 to be eligible for entry into the Sweepstakes random drawing; or **(3) Mail:** To enter via this method of entry, hand print your complete name, address, city, state, zip code, telephone number and email address on a 3" x 5" card/paper, and mail in a first-class stamped envelope to: "Gear Up For Greatness" Sweepstakes, Department S7892, PO Box 4006, Grand Rapids, MN 55730-4006, to be postmarked by August 5, 2019 and received by August 12, 2019, or will be forfeited. Limit one (1) entry per outer envelope. **Limit on hundred (100) entries per person during the entire Sweepstakes Period**, regardless of the method of entry.

This Sweepstakes is not sponsored, endorsed, administered by or associated with Twitter, Facebook or Instagram. By entering, you are providing your information to Sponsor and not to Twitter, Facebook or Instagram.

PLEASE NOTE: Entrants must adjust their Instagram or Twitter account settings to allow for receipt of messages from Sponsor. For this purpose, entrants will have to set their Instagram or Twitter account settings to 'Public', and take any further necessary steps to ensure receipt of any communication from Sponsor. It is solely entrant's burden to take any steps necessary to adjust their Instagram account settings so that messages can be sent by Sponsor. An entrant's non-receipt of a message from Sponsor for any reason, including for failure on behalf of entrant to adjust Instagram or Twitter account settings, shall be entrant's, and not Sponsor's fault. Similarly, Sponsor shall not be held liable if they are not able to view an entrant's entry for any reason, including the failure on behalf of entrant to adjust their Instagram or Twitter account settings accordingly. By entering this Sweepstakes, each entrant agrees that the Sponsor has the right to contact the entrant by direct Message via entrant's Instagram, Twitter or email accounts provided upon registrations to administer and fulfill this Sweepstakes.

5. **Photo Entry Requirements:** Entrants agree to and understand that Photo entries will be made available to the public, including without limitation, posting on the Internet and may appear in Sponsor's advertising and marketing materials. Whether or not Photo entries are published on the Internet, Sponsor does not covenant or guarantee any confidentiality with respect to any Photo entries.

1. Each Photo entry must be an original creation of the submitting entrant which is under no restriction, contractual or otherwise, that will prevent Sponsor's use of the Photo entry and each Photo entry must be free of any and all liens, encumbrances and claims of third parties. Entrant acknowledges, agrees and warrants that, nothing in the Photo entry infringes on any copyrights, confidential information, trade secrets or trademarks belonging to any person or entity other than the Photo entrant absent a suitable license, clearance or permission agreement (proof of which is required upon submission), or violates any person's rights of privacy or publicity and that all necessary releases and permissions have been secured. Entrant agrees to indemnify and hold harmless each of the Released Parties and their respective parent, subsidiaries, and affiliates and each of their respective officers, directors and employees, from and against any and all claims, demands, damages, costs, liabilities and causes of action of whatsoever nature that are based upon or arise out of any breach by entrant of these Official Rules or the warranties and representations made by entrant in this paragraph. Modifying, enhancing or altering a third party's preexisting work does not qualify as entrant's original creation.

- a. By uploading the Photo entry the entrant agrees, for zero compensation, to grant to Sponsor all intellectual property rights in the Photo entry and each of its constituent parts, which rights include, without limitation, the Sponsor's right to publish, make available to the public and/or reproduce the Photo entry at its sole discretion through any media available at any time during, or after, the Contest Period on any related websites, in any promotional materials, whether related or un-related to the Contest, and at any location, whether physical or online. Entrant agrees to release, defend, indemnify and hold harmless each of Released Parties, and each of their parent, subsidiaries, and affiliates and each of their respective owners, employees, directors, officers, agents, and subcontractors from all claims, demands, and causes of action of any nature whatsoever which entrant or entrant's heirs, representatives, executors, administrators, or any other persons acting on entrant's behalf or on behalf of entrant's estate, have or may have by reason of: (i) Sponsor's exercise of any rights granted by entrant in this paragraph; (ii) claims based on violation of any right of publicity or rights of personality, infringement of copyright or trademark, libel, slander, defamation, invasion of privacy, loss of earnings or potential earnings in connection with Sponsor's use of the Photo entry and any portion thereof, or the likeness of any natural person therein.
- 2. Photo Entry Content Restrictions** Photo entries must not contain material that:
- a. Contains or depicts someone smoking, intoxicated, or using illegal substances, or any paraphernalia related to any of the above;
 - b. Violates or infringes another's rights, including without limitation, privacy, publicity or intellectual property rights;
 - c. Contains material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
 - d. Contains any unacceptable clothing or adornments, or displays any commercial/corporate advertising other than that of Sponsor (including but not limited to corporate logos, brand names, trademarks, slogans, political, personal and religious statements);
 - e. Contains indecent or unsafe behavior or situations, profanities or obscenities, including but not limited to nudity, or pornography, or is otherwise inappropriate, profane, obscene, hateful, tortious, slanderous or libelous;
 - f. References persons or organizations without their written permission;
 - g. Disparages any persons or organizations;
 - h. Includes threats to any person, place, business, or group;
 - i. Is unlawful, in violation of or contrary to all applicable federal, state, or local laws and regulations.

Failure of any Photo entry to comply with the above "Photo Entry Requirements" and "Photo Entry Content Restrictions," as determined by Sponsor, in its sole discretion, may result in disqualification of entrant. Without limitation, Sponsor reserves the right in its sole discretion to disqualify any entry that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Contest or any other person or entity, does not comply with these Official Rules or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein. Photo entries must be suitable for presentation in a public forum, in sole determination of Sponsor.

6. **Winner Selection:** There will be a total of one (1) Grand Prize Winner in this Sweepstakes. The Grand Prize Winner will be selected by random drawing on or about August 12, 2019. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. The Grand Prize Winner will be notified by Administrator via email on or about the day of the random drawing. Failure to respond to a winner notification email or direct message (if winning entry is a Hashtag entry) within **seventy-two (72) hours** will be deemed forfeiture of the Grand Prize and an alternate winner may be selected at Sponsor's or Administrator's sole discretion. Sponsor is not responsible for email notifications that are undeliverable or voicemail or text messages not received.

7. **Verification of Potential Winner:** In order to be confirmed as an official Grand Prize Winner, and without limitation of any other terms herein, a potential Grand Prize Winner may be required to provide satisfactory proof, as determined by Sponsor in its sole discretion, that such potential Grand Prize Winner is an eligible Entrant, including but not limited to providing a copy of the potential Grand Prize Winner's government-issued identification and/or additional information required by Sponsor in order to verify eligibility and compliance with these Official Rules. Grand Prize Winner will be required to sign and return to Administrator, within **seventy-two (72) hours** of the date notice is sent, an affidavit of eligibility, and a liability/publicity release (except where prohibited) as a condition to claim his/her Grand Prize. If the potential Grand Prize Winner cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period, potential Grand Prize Winner will forfeit the prize and an alternate winner may be selected at Sponsor's sole discretion, time permitting.

8. **Prize and Approximate Retail Value ("ARV"):** **One (1) Grand Prize** – A 2019 Can Am Defender HD8 ("Vehicle") ARV: \$18,260.00. Any upgrades and options not specified herein are at the sole expense of the Grand Prize winner. Package, factory options, and other specifics will be determined by Sponsor, and are subject to availability. Winner may not substitute or transfer the Grand Prize. Sponsor reserves the right to substitute package, trim level, options or model year for any reason in Sponsor's sole discretion, or substitute the prize for one of equal or greater value for any or no reason. Grand Prize is not redeemable for cash. Grand Prize winner is solely responsible for all state, local and federal taxes associated with the Grand Prize. Grand Prize winner must proof of insurance prior to taking possession of the Vehicle, failure to show same may result in Grand Prize forfeiture and selection of an alternate potential winner, time permitting. Grand Prize winner is responsible for all associated dealership fees including all title, license, insurance, registration, dealer preparation, applicable taxes or fees, destination and handling charges, and other fees associated with Vehicle, including any travel and transportation costs associated with collecting the Vehicle. All other costs not specifically stated herein as being awarded are the responsibility of Grand Prize winner. Grand Prize winner will receive the Vehicle via a delivery on a mutually agreed upon date within **thirty (30) days** of Grand Prize winner verification. Except as stated in the manufacturer's limited warranty for the Vehicle, neither Sponsor, Administrator, nor any other person associated with the manufacture, distribution, development and execution of this Game and its prize(s), or any of their respective affiliates, parent companies, subsidiaries, directors, officers, employees, and agents makes any warranties, representations or guarantees, express or implied, in fact or in law, relative to the use or enjoyment of the Vehicle, including, without limitation, its quality, mechanical condition, merchantability or fitness for a particular purpose. Any and all guarantees and warranties for the Grand Prize are subject to the manufacturer's terms and conditions, and the winner agrees to look solely to such manufacturers for any such warranty or guarantee claim. **Any registered trademarks are used for purposes of prize description only and such use is not intended to suggest or imply the sponsorship, endorsement, or the approval this Sweepstakes.** If the actual value of the prize is less than the stated ARV, the difference will not be

awarded. All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility. Sponsors are not responsible if any part thereof the Prize, cannot be awarded due to cancellations, delays or interruptions due to any acts of God, action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond Sponsors' sole control. Sponsor will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to Entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize (including any travel or activity related thereto).

8. Release: By participating in this Sweepstakes, you accept all risk and consequences of entry and participation in this Sweepstakes, and agree to release and hold Battle Armor Designs, Administrator, Twitter, Facebook, and Instagram, the Released Parties and the Sweepstakes Entities (collectively, the "Sweepstakes Parties") harmless from any and all consequences, liability, losses, damages (including without limitation, consequential, punitive, incidental, special or increased damages and those related to personal injury, death or damage to property) and costs and expenses, of any kind, under any legal theory, arising from or related to this Sweepstakes, including but not limited to your entry and participation in this Sweepstakes, the acceptance and/or use (or misuse) of any prize, printing errors, any claims based upon rights of publicity and invasion of privacy. Entrant shall indemnify each of the Sweepstakes Parties from and against all claims or suits and any damages or costs (including reasonable attorneys' fees) arising from or relating to entrant's violation or inaccuracy of any warranties or representations made relating to this Sweepstakes. The Sweepstakes parties assume no responsibility for errors that may occur in the transmission of an entry. The Sweepstakes Parties are not responsible for any fraud or misconduct on the part of any participants or entrants in this Sweepstakes. Should any participant or entrant engage in fraud or misconduct of any nature, including but not limited to a violation of the Official Rules, such person shall be subject to immediate disqualification. Sponsor reserves the right to terminate, modify or amend the Sweepstakes at any time if the fairness, integrity, and/or proper administration of the Sweepstakes is jeopardized. IN NO EVENT SHALL ANY OF THE SWEEPSTAKES PARTIES BE LIABLE TO ENTRANT FOR ANY LOST PROFITS, OR FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES. Entrant's sole damages shall be limited to entrant's actual out of pocket expenses, excluding attorneys' fees. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND RELEASED PARTIES HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSES AND/OR NON-INFRINGEMENT.

9. Limitation on Liability: Entrants assume all risk of loss, damage, destruction, delay or misdirection of materials/e-mail submitted to Sponsor. By entering, Entrant agrees to full Official Rules and to decisions of Sponsor, or their designated agent, which are final and legally binding in all respects and further agree that Prize will be awarded upon the condition that the Sweepstakes Parties shall be held harmless for any injuries, losses, or damages of any kind to persons or property, including death, sustained, in whole or in part, directly or indirectly, in connection with or resulting from acceptance, possession or use/misuse of a Prize, or participation in this Sweepstakes or participation in or travel to any Sweepstakes related activities and further acknowledge that said parties have neither made, nor are in

any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any Prize. The Sweepstakes Parties are not responsible for technical, hardware, software, or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled, or delayed computer transmissions, whether caused by Sponsor, users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by technical or human error which may occur and/or which may damage a user's system or limit an Entrant's ability to participate in the Sweepstakes. CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CIVIL LAW. SHOULD AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes or any element thereof. In the event of any such termination, Sponsor may attempt to select Potential Winners as described under the section titled "**Winners Selection**" above, using all eligible, non-suspect Entries received as of the date of action requiring such termination. Sponsor further reserves the right, at its discretion, to disqualify any individual who tampers with the entry process. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. Should any provision of these Official Rules be deemed unenforceable or invalid, the other provisions of these Official Rules shall remain in full force and effect.

10. Governing Law: By completing the act of entering the Sweepstakes, each Entrant agrees that the Sweepstakes shall be governed by the laws of the State of Arkansas, without regard to the conflicts of laws provisions of any jurisdiction, including Arkansas's, if those would apply the law of any state other than Arkansas's. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed and constructed in accordance with the laws of the State of Arkansas.

11. Administration: Sponsor is responsible for the collection, submission and processing of entries and the overall administration and execution of the Sweepstakes. Entrants should look solely to Sponsor at its business addresses provided below with any questions, comments or problems related to the Sweepstakes.

12. Copy of Official Rules: For a copy of the Official Rules or the Winner's List, send a self-addressed stamped envelope to: "Rules" or "Winner's List" (designate which) to: "Gear Up For Greatness" Sweepstakes, Department S7892, PO Box 4006-W, Grand Rapids, MN 55730-4006, to be postmarked by August 5, 2019 and received by August 12, 2019.

14. Sponsor: Battle Armor Designs, 101 Industrial Dr. Batesville, AR 72501

Administrator: Arrowhead Promotion & Fulfillment Co., 1105 SE 8th St, Grand Rapids, MN 55744.

Any information provided in connection to the Sweepstakes will be handled according to the terms of Sponsor's Privacy Policy: <https://www.sidebysidestuff.com/>; [sidebysidestuff.com](https://www.sidebysidestuff.com/); and <https://www.battlearmordesigns.com>.

ABBREVIATED RULES:

NO PURCHASE NECESSARY. The Gear Up For Greatness Sweepstakes is open to residents of the 48 Contiguous U.S. & D.C., 18 and older (or 19 for residents of AL & NE). Void in AK & HI, and where prohibited. Starts at 1:00:00 PM ET on June 17, 2019 and ends at 11:59:59 PM ET on August 5, 2019. For how to enter, and full official rules, visit <https://www.sidebysidestuff.com/>; [sidebysidestuff.com](https://www.sidebysidestuff.com); or <https://www.battlearmordesigns.com>. Sponsor: Battle Armor Designs, 101 Industrial Dr. Batesville, AR 72501.