

## **Sportsman's Warehouse Truck Sweepstakes Giveaway**

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT ENHANCE YOUR CHANCES OF WINNING. Odds of winning depend on the number of eligible entries timely received by Sportsman's Warehouse, Inc. ("Sponsor"). This promotion (the "Promotion") begins on November 17, 2021 and runs through May 30, 2022 (the "Promotion Period").

ELIGIBILITY. Open and offered only to persons who are legal residents of one of the fifty States comprising the United States of America and Washington, D.C. (excluding Puerto Rico and U.S. Territories) who are 18 years of age or older when Promotion begins. Void where otherwise prohibited by law. Employees and directors of Sponsor and its parent entities, subsidiaries and affiliated companies, advertising, promotion, or production agencies, Webmasters and Web suppliers (and their respective IRS dependents, immediate family members and individuals residing in their same household) are not eligible to participate or receive a prize. By participating or accepting a prize, entrants agree to these Official Rules and the decisions of the Sponsor and waive any right to claim ambiguity in the Promotion or these Official Rules.

HOW TO ENTER. Eligible persons enter by completing an official entry form found at <https://www.sportsmans.com/trx> and submitting their entry as directed during the Promotion Period. Entries must be received no later than 11:59 PM MST on May 30, 2022. Any attempted e-mail or other entry method will be void. Any attempted entry after the Promotion Period will be void.

There is a limit of one (1) entry per person. </b> All entries become Sponsor's property and will not be returned or acknowledged. Entries will be shared with promotional partners. Participants who attempt to enter multiple times will be disqualified. Sponsor, its respective parent companies, affiliates, subsidiaries, distributors, participating retailers and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees, agents and representatives (collectively, "Released Parties") are not responsible for delayed, deleted, damaged, incomplete, misdirected, undeliverable, or destroyed official entries; or for the incorrect or inaccurate entry information, however caused, or by equipment or programming used in this Promotion, printing, human processing or other error or omission; or for any other errors of any kind, whether human, mechanical, electronic or network.

Entries are null and void and will be rejected if not obtained in accordance with these rules and through authorized, legitimate channels or if they contain or reflect printing, typographical, mechanical, or other errors. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend or terminate the Promotion, and select winners from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor.

## WINNER SELECTION AND PRIZES.

From the eligible entries, Sponsor will, on May 31, 2022, conduct 1 random drawing from all eligible entries for the following Prize (the "Prize"):

2022 Ram 1500 TRX

Total Estimated Prize Value: \$85,000

ODDS: The odds of winning a Prize depend on the number of eligible entries received.

Participants need not be present at Sponsor's retail location to win. The decisions of the Sponsor are final and binding in all matters relating to this Promotion. The Sponsor will attempt to notify the winners by e-mail or by telephone on or before June 7, 2022.

All expenses not specified herein are the sole responsibility of the winner. Expenses which are known and not included but are not limited to: any and all taxes (including, but not limited to, federal income taxes), insurance, licensing, registration fees and costs, and other expenses related to winning or accepting a prize or that may be required for the enjoyment and use of the prize will be the sole responsibility of the winner.

**WINNER NOTIFICATION AND DELIVERY OF PRIZE PACKAGE.** The Sponsor will attempt to notify the winners by e-mail or by telephone on or before June 7, 2022. In the event of non-compliance with these requirements, or in the event the Sponsor are unable to make contact with a winner within seven (7) days (contact shall be defined as Sponsor having a telephone conversation with the winner or winner replying to the notification email sent by Sponsor within seven days; Sponsor may leave telephone messages with the winner or send follow-up emails to the winner, but neither shall be deemed contact ) of the Drawing for any reason, that potential winner will be disqualified, the Prize will be forfeited and an alternate winner may be selected by random drawing among all remaining eligible entries.

Winner must be eligible to obtain any required licenses or permits. If the winner is not eligible to obtain any required licenses or permits, the Prize in its entirety will be forfeited and may be awarded to an alternate winner selected at random from all remaining eligible entries timely received. Winner must comply with any and all federal, state and local laws and regulations, and complete all required paperwork, along with all liability waivers prior to prize fulfillment. **PARTICIPANTS ACKNOWLEDGE AND AGREE THAT THE PRODUCTS INCLUDED IN THE GRAND PRIZE ARE PROVIDED BY THE RELEASED PARTIES AS IS AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, GIVEN BY THE RELEASED PARTIES.** The Prize will be sent to the nearest Sponsor store location. Alternate locations may be selected by the Sponsor. Winners are responsible for all transport, pick-up and/or other delivery costs. Winners must pick up or otherwise arrange for transport of the Prize from the Sponsor's designated store location

within five (5) days of being notified that he/she is the winner. In addition, the winner will be required to sign and return an Affidavit of Eligibility, Release of Liability and, where lawful, a Publicity Release prior to taking possession of the Prize.

State and local laws, restrictions and regulations may limit or prohibit the sale, prize distribution, or use of certain Prizes. Certain Prizes may require the completion of Federal and State forms which must be completed and passed prior to distribution of the prize. Prizes are as stated and cannot be substituted for cash or other products.

PRIZES ARE GIVEN AS IS AND WHERE IS, AND THE RELEASED PARTIES HEREBY DISCLAIM ALL WARRANTIES WITH RESPECT TO ANY PRIZES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Any other Prize details will be at the sole discretion of the Sponsor. Winners may not substitute, assign or transfer Prizes, but Sponsor reserves the right to substitute Prize with a prize of equal or greater value should the advertised Prize become unavailable in whole or in part for any reason. For Prizes that are firearms, winners must be able to legally possess a firearm and will be required to complete all federal forms and pass all state and federal background checks.

CONDITIONS OF PARTICIPATION. Participants agree (a) to abide by these rules and all decisions of Sponsor which shall be final in all respects relating to this Promotion; (b) that Released Parties will have no liability whatsoever for, and shall be held harmless by participant against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in this Promotion or any Promotion related activity; or for any typographical or other error in the printing, offering or announcement of any Prize via entry forms, posters or any other media; (c) except where legally prohibited, to grant (and agree to confirm that grant in writing) permission for the Released Parties and those acting under their authority to use his/her name, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the Internet, without notice, review or approval; (d) that the Released Parties may collect the personal information submitted by participants, and use the information for sales and marketing purposes, and that participants will be deemed to have opted-in to the e-mail database for Sponsor; (e) that winner will be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release and, where lawful, a Publicity Release before receiving the Prize and that if documents are not returned by winner on a timely basis, or if any Prize notification or Prize is returned as non-deliverable on account of inaccurate or incomplete entry information or otherwise, or if Sponsor is unable to make contact with the winner within seven (7) days of its first attempt, or if winner is found to be ineligible or not in compliance with these Official Rules, such Prize will be forfeited and awarded to an alternate winner; (f) if no alternate winner can be selected for any reason in the Sponsor's sole discretion, the Prize will be forfeited in its entirety and will not be awarded to any Promotion participant; and (g) Sponsor may disqualify anyone from participating in the Promotion or winning a Prize if, in its

sole discretion, it determines that such person is attempting to undermine, tamper with, or abuse any aspect of the Promotion, by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives and Sponsor reserves the right to terminate such participant's eligibility. ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN 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 INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

RELEASE. Entrants on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns (the "Releasing Parties"), release, defend and hold harmless the Released Parties, from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, extent, executions, claims and demands whatsoever, in law, admiralty or equity, whether known or unknown, foreseen or unforeseen, against Released Parties which any one or more of the Releasing Parties ever had, now have or hereafter can, shall or may have which in anyway arise out of or result from entrant s participation, acceptance and use or misuse of any Prize or portion of Prize, including property damage, personal injury or death. <br /><br />

PRIVACY. To learn more about the ways Sponsor may use and share your information and about your privacy choices, read the Sponsor's Privacy Statement at <https://www.sportsmans.com/privacy-policy>.

SPONSOR. Sportsman's Warehouse, Inc. with headquarters located at 1475 West 9000 South, Suite A, West Jordan, UT 84088.