



2024 Giving Tuesday Official Sweepstakes Rules

NO PURCHASE OR DONATION NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR DONATION OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE. VOID WHERE PROHIBITED BY LAW.

1. Eligibility

MIDWAYUSA FOUNDATION INC., (the "Sweepstakes") is open to legal residents of the United States and the District of Columbia who are at least eighteen (18) years old or the age of majority in the State of his/her residence, whichever is older, at the time of entry, as well as to minors (between the ages of 9 – 17) who have obtained a parent or legal guardian's permission prior to entering (each a "Participant", collectively the "Participants"). For a minor age 9 – 17 to enter the Sweepstakes, you must have the permission of your parent or legal guardian ("Parent") prior to entering and be: (i) a legal resident of one (1) of the fifty (50) states of the United States or the District of Columbia (the "Eligibility Area"), and (ii) be the age of nine (9) at the time of entry. Each Participant Age 9 – 17 at the time of the sweepstakes entry must have the permission of his/her Parent prior to entry and such entry shall be deemed submitted by the Parent and shall be treated as if the Parent had made such entry and if chosen as a winner, the Grand Prize (hereinafter defined) will be awarded in the name of his/her Parent. Void outside of the United States and where prohibited by law. Employees of Sponsor/Administrator and any of their parent(s), subsidiaries, affiliates, advertising agencies, suppliers, distributors, retailers or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes, and their immediate family (spouse, parents and stepparents, siblings and step-siblings, and children and stepchildren) and household members of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor/Administrator's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor/Administrator

Sponsor: MIDWAYUSA FOUNDATION INC.

Administrator: MIDWAYUSA FOUNDATION INC., 6001 W Van Horn Tavern Road, Suite C, Columbia, MO 65203

3. Sweepstakes Entry Period

The Sweepstakes entry period starts on **December 3, 2024, at 12:00 am EST and ends December 3, 2024 at 11:59 pm EST** (the "Sweepstakes Entry Period"). Entries received after the Sweepstakes Entry Period will be void. Administrator is the official timekeeper for this Sweepstakes.

4. How to Enter

There are two (2) ways to enter.

(1) A Participant can enter through online card donation forms located at the MidwayUSA Foundation website (MidwayUSAFoundation.org). Once a donor has reached \$1,000 in donations, they will receive one (1) entry.

(2) Enter by mail without a donation. Legibly handprint your name, e-mail address, address, and telephone number on a 3" x 5" postcard and mail postage pre-paid to: MidwayUSA Foundation – 2024 SK Guns Sweepstakes, 6001 W. Van Horn Tavern Road, Suite C, Columbia, MO 65203. All mail in entries must be received at the designated mail-in address by December 3rd, 2024 to receive one entry. Sponsor/Administrator is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries. Limit one free entry per person. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Potential winner(s) may be required to show proof of being the authorized e-mail account holder.

Maximum Number of Entries. Irrespective of the method of entry, there is no maximum number of entries per person, per household for the Sweepstakes. Use of any automated system to enter is prohibited and will result in disqualification.

5. Winner Selection

December 13, 2024, Sponsor/Administrator will select one (1) entry for each Prize described below in a random drawing from among all valid entries received during the Sweepstakes Entry Period. Each potential prize winner will be contacted using the email address and/or telephone number included on the entry form used to enter (subject to verification of eligibility and compliance with the terms of these Official Rules, including for minors, proof of parental consent to enter and win). Potential winners will be notified by no later than December 13, 2024, after the prize drawings. Failure to respond to the initial verification contact before 5 business days, (December 20, 2024), in Sponsor/Administrator's sole discretion, may result in disqualification and forfeit of prize(s). A re-draw will occur for unclaimed prizes, if necessary, December 23rd, 2024. Failure to respond to the initial verification contact before 5 business days (January 3, 2025), in Sponsor/Administrator's sole discretion, may result in disqualification and forfeit of prize(s). The odds of winning the prize depend on the number of eligible entries received during the Sweepstakes Entry Period.

6. THE POTENTIAL SWEEPSTAKES WINNER MAY BE SUBJECT TO VERIFICATION BY SPONSOR/ADMINISTRATOR WHOSE DECISION IS FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

7. Verification of Potential Winner

Each potential prize winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential prize winners (and, in the case of a minor, his/her parent or guardian) may be required to sign and return to Sponsor/Administrator or their designee's, for Sponsor/Administrator's or their designee's receipt within five (5) calendar days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release, or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a Sweepstakes prize is disqualified for any reason, Sponsor/Administrator may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

8. Prizes

All federal, state and local taxes and all other expenses not expressly listed in these Official Rules are the sole responsibility of each prize winner. Prizes are nontransferable and may not be substituted or redeemed for cash by any prize winner. Sponsor/Administrator reserves the right to substitute the any prize for one of equal or greater value. For list of prizes visit <https://www.midwayusafoundation.org/midwayusa-foundation-prepares-for-giving-tuesday-2024/>

9. Entry Conditions and Release

By entering, each entrant and, when a minor, his/her Parent or Guardian on their own behalf and on behalf of the minor, agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor/Administrator and/or their designee(s) which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless Sponsor/Administrator and their respective parent, subsidiary and affiliated companies, the prize suppliers and any other organizations and/or persons responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use

or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of any prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, entrant agrees that, by entering the Sweepstakes, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

10. Publicity

Except where prohibited, participation in the Sweepstakes constitutes each winner's consent, and the consent of his/her Parent or Guardian, to Sponsor/Administrator's and its agents' use of each winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions

Sponsor/Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor/Administrator's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor/Administrator in its sole discretion.

Sponsor/Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Sponsor/Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor/Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, or programming associated with or used in the Sweepstakes; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error, which may occur in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of prizes will be awarded. If, for any reason, the Sweepstakes cannot be executed as planned, including, but not limited to, any governmental order, force majeure, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor/Administrator that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, sponsor/Administrator reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winners from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination.

13. Disputes

Except where prohibited by law, as a condition of participating in this Sweepstakes, each entrant agrees that (1) any

and all disputes and causes of action arising out of or connected with this Sweepstakes, including but not limited to prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Entrant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased. Entrant further agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prize awarded shall be resolved individually, without resort to any form of class action. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor/Administrator in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.

14. Entrant's Personal Information

Information collected from entrants is subject to the MidwayUSA Foundation's Privacy Policy, which are available at: www.midwayusafoundation.org.

15. Sweepstakes Results

Sweepstakes results will be posted to MidwayUSAFoundation.org.

16. Questions

For any questions, please contact MidwayUSA Foundation at **(877) 375-4570** or by emailing Info@MidwayUSAFoundation.org | 6001 W. Van Horn Tavern Road, Suite C, Columbia, MO 65203