

**MOSSY OAK® BROWNING® A5® GUN GIVEAWAY AT MACK'S PRAIRIE WINGS®**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.**

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM, FACEBOOK, OR TWITTER AND ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THIS PROMOTION SHOULD BE DIRECTED TO THE SPONSOR, NOT INSTAGRAM, FACEBOOK, OR TWITTER.**

**1. Promotion Period:**

The Mossy Oak® Browning® A5® Gun Giveaway At Mack's Prairie Wings® (hereinafter referred to as either "Promotion" or "Sweepstakes") begins at 8:00 AM Central Daylight Time ("CDT") on August 8, 2019 and ends at 3:00 PM CDT on August 11, 2019 ("Promotion Period"). Sponsor's designated computer is the official time clock for the Promotion.

**2. Sponsor:**

The sponsors of the Promotion are **Haas Outdoors, Inc.**, 26420 East Main Street, West Point, MS 39773 ("Haas"), **Browning Arms Company**, One Browning Place, Morgan, UT 84050 ("Browning") and **Mack's Sport Shop, LLLP dba Mack's Prairie Wings**, 2335 Highway 63 N, Stuttgart, Arkansas 72160 ("MPW") (hereinafter "Haas", "Browning" and "MPW" collectively referred to as "Sponsor" or "Sponsors").

**3. Eligibility:**

The Promotion is open to persons who are of legal age of majority in their respective jurisdiction of residence at the time of entry in the Promotion (e.g. at least eighteen (18) years old), who are legal residents of the fifty (50) United States or the District of Columbia (**\*excluding without limitation all Rhode Island residents, U.S. Territories and Possessions and all overseas military installations**), and who are eligible to possess and own firearms. Entrants must have a valid government-issued driver's license or proof of identification. Employees of Sponsor(s) and its respective parent companies, subsidiaries, affiliates, contractors, dealers, advertising and promotion agencies and their immediate family members and/or those living in the same household of each are not eligible to enter or win. Promotion governed by the laws of the state of Mississippi. Void where prohibited or otherwise restricted by law. Participation in the Promotion constitutes entrant's full and unconditional agreement to, and acceptance of these Official Rules. Winning a prize is contingent upon entrant's fulfillment of all requirements set forth herein.

**4. Official Rules Govern:**

By submitting an entry for the Promotion, entrant agrees that these “Official Rules” exclusively govern the Promotion and warrants that his or her entry complies with all requirements set forth in these Official Rules.

### **5. To Enter the Promotion/Sweepstakes:**

During the Promotion Period, you may only enter the Promotion by attending the Fall Festival hosted by Mack’s Prairie Wings’ at its designated location and completing/submitting a Promotion entry form with your contact information (e.g. name, address, email, etc.).

Mail-in entries and electronic entries are not valid forms of entry(s) to this Promotion/Sweepstakes, and will not be counted as an entry.

One (1) entry per entrant, unless otherwise specified by Sponsor in its sole discretion. Entrants/entries subject to all notices posted online at [www.mossoak.com](http://www.mossoak.com) including but not limited to Sponsor’s privacy policy. No mechanically reproduced entries of any kind permitted. Incomplete entries are void. To the extent applicable, Sponsor is not responsible for lost, late, mutilated, postage due, misdirected entries or entries not received.

Should a dispute arise regarding the identity of the entrant, the authorized account subscriber of the particular method of entry at the time of random drawing will be considered the entrant. Proof of being the authorized account holder may be required. Proof of submitting an entry does not prove the receipt of that entry by the Sponsor. All entries and requests become Sponsor’s property and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, or misdirected entries.

Sponsor, in its sole discretion, reserves the right to disqualify any entry deemed by Sponsor to be objectionable.

### **6. License:**

By entering the Promotion, all entrants grant an irrevocable, perpetual, worldwide non-exclusive license to Sponsors and their affiliates, to reproduce, distribute, display and create derivative works of the entries (including photographs submitted and along with a name credit, if applicable) in connection with the Promotion and promotion of the Promotion, in any media now or hereafter known, including, but not limited to: Display of entry (including photographs submitted, if applicable) at a potential exhibition of the winner(s); publication of a book featuring select entries (including photographs submitted, if applicable) in the Promotion; publication in any of Sponsors’ (or affiliated subsidiary) magazine or online highlighting entries (including photographs submitted, if applicable) or winner(s) of the Promotion. Entrants consent to the Sponsor doing or omitting to do any act that would otherwise infringe the entrant’s “moral rights” in their entries (including photographs submitted, if applicable). Display or publication of any entry on Sponsor’s website or any other Sponsor’s media platforms does not indicate the entrant will be selected as the winner. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use. Additionally, by entering the Promotion, each entrant grants to Sponsor the unrestricted right to use all statements made in connection with the Promotion, and pictures or likenesses of Promotion entrants, or choose not to do so, at Sponsor’s sole discretion. Sponsor will not be required to pay any additional consideration or seek any additional approval in connection with such use.

## **7. Promotion/Sweepstakes Prize(s)\*:**

**One (1) Winner (“Winner”) will be randomly drawn during the Promotion to win the following prize package (“Prize”):**

### **Prize Package:**

- **One (1) Browning® A5® Wicked Wing® 12 Ga. 3 ½” shotgun decorated in Mossy Oak® Bottomland® camouflage pattern (ARV-\$1,999.99);**

\* ARV means “approximate retail value.” Winners will not receive difference between actual and approximate retail value, if any.

## **8. Odds of Winning:**

Odds of winning any Promotion/Sweepstakes drawing will depend on the number of eligible entries received during the Promotion Period.

## **9. Winner Selection and Notification:**

There will be one (1) Winner selected during this Promotion. No Winner can win more than one (1) prize package in this Promotion. The Winner of the Promotion will be selected in a random drawing from all eligible entries received during the Promotion Period. The random drawing will occur on or about **August 11, 2019**, subject to Sponsor’s sole discretion. The Sponsor’s decision as to the Winner will be final and binding.

The Winner will be notified through his/her registered contact information (i.e. registered phone number, registered email, etc.) and must respond to Sponsor within ten (10) days from date of such notification, in Sponsor’s sole discretion. A representative from either Sponsor or Browning will contact the Winner regarding his/her FFL info. The manner of notification is at the sole discretion of Sponsor. Winner must follow the instructions given and comply with all terms and conditions set forth in these Official Rules to collect any prize. To the extent applicable, Winner is responsible for all shipping costs/fees associated with delivery of Prize to Winner.

At Sponsor’s sole discretion, Winner(s) may be required to complete and return an Affidavit, Declaration or Certificate of Eligibility, along with any other documentation reasonably required by Sponsor for prize fulfillment (collectively the “Fulfillment Documentation”) within ten (10) days of receipt of such Fulfillment Documentation, or an alternate winner will be selected according to the selection procedure set forth in these Official Rules. Failure to execute and deliver any required documents to Sponsor by the specified deadline may result in disqualification from the Sweepstakes, and selection of an alternate potential winner. If the prize notification or any Fulfillment Documentation is returned as undeliverable, such winner will be disqualified and the corresponding prize will be awarded to an alternate winner according to the selection procedure set forth in these Official Rules. The Sponsor reserves the right to modify the notification procedures in connection with the selection of alternate winner.

No prize transfer, assignment, or substitution by any winner is permitted. If the prize (or part of the prize) is unavailable, the Sponsor, in its sole discretion, reserves the right to substitute the original prize (or that part of the prize) with an alternative prize with equal monetary value and/or specification, unless to do so would be prohibited by law.

Acceptance of prize constitutes permission (except where prohibited by law) by Winner(s) to use Winner's name, prize won, hometown, likeness, photograph, voice, address (city and state), film footage and/or videotape and biographical information for purposes of advertising, online posting, promotion, TV, video/DVD, internet and publicity without additional compensation.

ENTRANT'S NONCOMPLIANCE WITH THESE OFFICIAL RULES MAY RESULT IN DISQUALIFICATION AND SELECTION OF AN ALTERNATIVE POTENTIAL WINNER.

#### **10. Limitation of Liability:**

By participating in the Promotion, all entrants agree to release, discharge and hold Instagram, Facebook, Twitter, Browning, and Sponsors harmless from and against any injuries, losses, damages, claims, actions or liability of any kind resulting from the entrant's participation in the Promotion. By receipt of any prize, Winner agrees to release and hold Instagram, Facebook, Twitter, Browning, and Sponsors and each of their respective parent, subsidiary, and affiliate companies, suppliers, distributors, and advertising/promotion agencies, as well as each such company's officers, directors, managers, employees and agents harmless from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, use, or misuse of any prize.

The Sponsor is not responsible for: (i) lost, late, misdirected, damaged, or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Promotion.

If an entrant can show that an entry has been mistakenly deleted or lost by Sponsor, entrant's exclusive remedy shall be another entry in the Promotion, provided that the Promotion has not expired. In the event that more than one prize is "awarded" or listed as "available," the Sponsor reserves the right to award only the single prize through a re-drawing.

#### **11. Miscellaneous:**

Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void.

If, in the Sponsor's opinion, there is any evidence of tampering with any portion of the Promotion, or if a computer problem, including an intentional human intervention or a computer virus, adversely affects the integrity, administration, or security of the Promotion, the Sponsor reserves the right at its sole discretion to: (a) disqualify any individual who is suspected of tampering with the Promotion entry process; (b) withdraw the online method of entry (if applicable) if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Promotion); (c) void any fraudulent entries; and/or (d) cancel, modify, temporarily suspend, or terminate the Promotion. If the Promotion is terminated, the Sponsor may, in its sole discretion, conduct

a random drawing to award prize(s) using all properly-submitted eligible entries received as of the date of the termination. Should the Promotion be terminated or modified prior to the expiration date listed in these Official Rules, notice will be posted on [www.mossoak.com](http://www.mossoak.com).

Submission of contact information in connection with the Promotion (whether or not required), including mailing address, phone number, Instagram, Facebook, or Twitter handles and email address, during entry constitutes permission for Sponsor to add entrant to Sponsor's customer database and to contact entrant in the future for promotional and other reasons. You may opt-out of receiving such communications as set forth in Sponsor's Privacy Policy (located at [www.mossoak.com](http://www.mossoak.com)) or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of Sponsor's emails).

Entrants have the right to access, review, rectify or cancel any personal data held by Sponsor by writing to Sponsor at 26420 East Main Street, West Point, MS 39773. Personal data will be used by Sponsor and its affiliates exclusively for the purposes stated herein.

By entering the Promotion, entrants also agree (a) to be bound by these Official Rules; (b) that the decision of Sponsor is final and binding with respect to all matters relating to the Promotion; (c) if the entrant wins, that Sponsor may use the winning entry and Winner's name, photograph, likeness, and/or voice in any publicity or advertising relating to the Promotion or future promotions without compensation or approval (except where prohibited by law); and (d) Entrant is not prohibited by any law/regulation to participate in this Promotion and/or accept any Prize(s) if entrant is selected as winner. In the event that the selected winner is ineligible, cannot be traced or does not respond within ten (10) days to a winner notification as required herein, or refuses the prize, the prize will be forfeited and Sponsor, in its sole discretion, may choose whether to award the prize to another entrant in accordance with these Official Rules.

The Sponsor reserves the right to verify the validity and originality of any entry and/or entrant (including an entrant's identity and address) and to disqualify any entrant who submits an entry that is not submitted in accordance with these Official Rules or who tampers with the entry process. Failure by the Sponsor to enforce any of its rights at any stage does not constitute a waiver of those rights.

## **12. Legal Disputes:**

By participating in this Promotion, entrant agrees that any and all issues, questions, disputes and claims of any kind or nature whatsoever, resulting from, arising out of or in any way connected with this Promotion shall be construed in accordance with and governed by the laws of the state of Mississippi. Entrant hereby consents to the jurisdiction of the state courts of Mississippi and/or the U.S. District Court for the Northern District of Mississippi, Aberdeen Division. Any dispute or litigation resulting from, arising out of or in any way connected with the Promotion shall be brought solely in the state courts of the state of Mississippi situated in Clay County, Mississippi, United States of America or the U.S. District Court for the Northern District of Mississippi, Aberdeen Division. Entrant further agrees that damages for any claims brought against the Sponsor shall be limited to the actual costs incurred by entrant due to entrant's participation in this Promotion. Attorney's fees may not be awarded. Entrant expressly agrees to waive any claim of punitive, incidental or consequential damages against Sponsor.

**13. Waiver of Right to Jury Trial:** By participating in this Promotion, entrant irrevocably waives any and all right to trial by jury in any legal proceeding arising out of or relating to this Promotion or these Official Rules.

**14. Prize Warranty:**

Sponsor has neither made, nor is responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relating to any Prize, including but not limited to, the quality, merchantability, habitability, mechanical condition, safety or fitness of any prize.

**15. Taxes:**

The Winner(s) will be responsible for the reporting and payment of all federal, state and local taxes and other applicable fees, service charges, surcharges associated with prize receipt and use. The valuation of each prize stated above is based on available information provided to the Sponsors, and the value of any prize awarded to a winner must be reported for tax purposes as required by law. Winner(s) must provide the Sponsors with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded (if applicable). Any person winning more than \$600 in prizes in the Promotion will receive an IRS form 1099 at the end of the calendar year and a copy of such form must be filed with the IRS.

**16. Winners List/Rules Request:**

For a list of prize winner(s) or to request additional copies of the Official Rules, visit or send a self-addressed stamped envelope (except where not required by applicable law) to be received by **November 11, 2019** to: Haas Outdoors, Inc., Attn: MOSSY OAK® BROWNING® A5® GUN GIVEAWAY AT MACK'S PRAIRIE WINGS® (August 8, 2019), 26420 East Main Street, West Point, MS 39773.

**17. Minimum Entries:**

The minimum number of entries for this Promotion/Sweepstakes is 50.