

**HOW TO ENTER:** During the Sweepstakes Entry Period between February 1, 2019 - February 22, 2019 eligible participants can enter the Sweepstakes by visiting <https://www.spyder.com> ("Website"). After completing all required information to join our email database, you will automatically be entered into the Sweepstakes. Entries using macro, robotic, script or other forms of automatic entry will be disqualified. If there is a dispute as to the identity of an entrant, the Prize will be awarded to the authorized account holder of the email address associated with the winning entry. The "Authorized Account Holder" is defined as the natural person to whom the email address is assigned by an Internet service provider, online service provider or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. If a dispute cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible.

**NO PURCHASE NECESSARY.** Void where prohibited. Open only to persons who are, as of Entry, 21 years of age or older. Sweepstakes began at 12:01 a.m. Pacific on February 1, 2019 and ends at 11:59 p.m. Pacific on February 22, 2019. See Official Rules below for details. Sponsored by Spyder Active Sports. Your participation indicates your consent to be added to the Spyder email marketing list. Please see our [Privacy and Cookies Policy](#) for additional information.

## **OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

**ELIGIBILITY:** Spyder Gift Card Sweepstakes Survey ("Sweepstakes") is open to persons who are twenty- one (21) years of age or older at time of entry. Void where prohibited. All federal, state and local laws and regulations apply. Employees of Spyder Active Sports ("Spyder") and their affiliates, subsidiaries, agents and franchisees, advertising, and promotional agencies, and each of such employee's immediate family members (persons with whom they are domiciled) are not eligible to participate.

**PRIZES AND THEIR APPROXIMATE RETAIL VALUES ("ARV"):** Three winners will receive the selected Gift Certificate from Spyder. Valued at \$700, \$500 and \$250. Prizes may not be exchanged, returned, substituted or transferred. Odds of winning will depend on the number of eligible entries received. Prizes pictured in advertising, marketing or promotional materials are for illustrative purposes only. In the event there is a discrepancy or inconsistency between statements contained in any such materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control. Any applicable taxes and all other costs/expenses not specifically identified in these Official Rules are the sole responsibility of each Winner. Limit: one Prize per person per household. The Sweepstakes Entities are not responsible for any cancellations, delays,

diversions or substitutions, or any act or omission whatsoever with respect to any Prize. Prizes are nontransferable, and no substitutions or cash redemptions will be made, other than as provided herein. Sponsor reserves the right to substitute an alternative prize, in whole or in part, of equal or greater monetary value if a Prize cannot be awarded, in whole or in part, as described for any reason.

**RANDOM DRAWING AND NOTIFICATION:** Three (3) potential winners will be selected at random from the collective entries received during the Sweepstakes Entry Period on or about March 10, 2019. Potential Winners need not be present to win and will be contacted by email on or about two (2) business days after the random drawing using the contact information given at the time of entry in order to verify eligibility and confirm them as winners. Winners will be required to sign an affidavit of eligibility and a liability and publicity release ("Affidavit") at Sponsor or Administrator's discretion before they are confirmed as Winners. Potential Winners must return the completed Affidavit within five (5) business days from the date of notification or the Prize will be forfeited and awarded to an alternate winner selected at random. Once each Potential Winner's eligibility is verified, he/she will be confirmed as a winner ("Winner"). Prizes will be sent to the Winners within thirty (30) days from the date the Winners are confirmed.

**GENERAL:** Entrants must have a valid email address, and it is Entrant's responsibility to update Sponsor of any change in email address. By entering this Sweepstakes, Entrants agree to be bound by these Official Rules and the decisions of Sponsor on all matters relating to the Sweepstakes, which are final and binding. The Winners are solely responsible for all local, state and federal taxes on the Prizes, including sales or use taxes, as well as any expenses related to participation in the Sweepstakes or acceptance of their Prize. By participating, each Entrant agrees to, releases and holds the Sweepstakes Entities and their respective divisions, affiliates, subsidiaries, officers, directors, employees, agents and representatives (collectively "Releasees") harmless from any injury, loss or damage to person, including death, personal injury or loss or damage to property due in whole or in part, directly or indirectly to the acceptance or use/misuse of a Prize, participation in any promotion-related activity or participation in the Sweepstakes. Entrants also accept and agree to be bound by the Official Rules and decisions of the Sponsor and Administrator, which are final and binding. This Sweepstakes is subject to all federal, state and local laws and is void where prohibited. By accepting a Prize, each Winner agrees, where imposing such condition is legal, that Sponsor and their designees shall have the right, but not the obligation, to use of his/her name, city, state and/or country of residence and/or likeness for advertising and publicity purposes in any and all media now or hereafter known throughout the world in perpetuity without further compensation, permission or notification and, upon request, will confirm consent to such use in writing. Sponsor and Administrator are not responsible for any typographical or other error in the offer or administration of this Sweepstakes, or in the announcement of Winners and Prizes. In the event Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes as planned is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or

undeclared), terrorist threat or activity, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes and award each Prize from among all eligible Entries received up to that date. All disputes, claims and causes of action at law or in equity (individually, "Claim") arising out of or relating to this Sweepstakes, the meaning or interpretation of the rules or any Prize awarded shall be resolved by applying the laws of the State of Colorado, without regard to conflict of laws provisions therein, and shall be solely and exclusively brought in the state or federal courts within that state. All Claims shall be resolved individually, without resort to any form of class action and all Claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees, and under no circumstances will any entrant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives all rights to have damages multiplied or otherwise increased.

**SPONSOR:** Spyder GBG USA, 4740 Walnut Street, Boulder, CO 80301 ("Sponsor"), whose decisions are final and binding as to all aspects of this Sweepstakes. Spyder is a trademark of Authentic Brands Group.

**WINNERS' LIST:** For the names of the Winners, send a self-addressed stamped envelope on or before April 15, 2019, to: Spyder Survey, 4740 Walnut Street, Boulder, CO 80301.