



**#SHOOTABILITYCHALLENGE**  
**ONLINE OFFICIAL RULES**

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**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PARTICIPATION FOR THIS ONLINE EVENT CHALLENGE DOES NOT AUTOMATICALLY ENTER YOU IN OUR INPERSON #SHOOTABILITY CHALLENGE.**

## **ELIGIBILITY**

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This Shootability Challenge Sweepstakes ("Sweepstakes") is open to individuals who are permanent legal residents and physically located in one (1) of the fifty (50) United States, including the District of Columbia, and Canada (excluding Quebec) who are a minimum of thirteen (13) years of age. Void in Quebec and U.S. Territories, including, without limitation, Guam, Puerto Rico and where prohibited by law. Employees, officers and directors of The Outdoor Group, LLC. (TOG) and their immediate family members (i.e., spouses, parents, children, grandchildren and siblings and their respective spouses) and/or those living in the same household of any of the foregoing are not eligible to enter or win a prize in this Sweepstakes. Facebook & Instagram is neither a Sponsor of nor affiliated with this Sweepstakes.

By entering, you understand that you are providing your information to the Sponsor and not to Facebook or Instagram.

## **PROMOTION PERIOD**

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Sweepstakes begins the first week of January at 12:00 AM Eastern Time ("ET") on 1/3/22 and ends at 11:59 AM ET on 5/15/22 (hereafter, "Promotion Period").

The Promotion Period will be divided into nineteen (19) individual entry periods (each defined as an "Entry Period"). Each Entry Period will begin each Monday at 12:00 AM ET and end each Sunday 11:59 PM. Administrator's database clock will be the official timekeeping device for this Sweepstakes.

## **HOW TO ENTER**

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The Elite Archery, LLC. Facebook & Instagram Feed will encourage people to visit an Authorized Elite Retailer to demo /try an Elite Archery bow and share their feedback using #ShootabilityChallenge. To enter 1) Visit facebook.com and/ or Instagram.com & login to your account. If you do not have a Facebook or Instagram account you may sign-up for free by visiting facebook.com and/or Instagram.com & following the enrollment instructions; 2) Visit elitearchery.com to find your nearest Authorized Elite Retailer; 3) Visit Elite Retailer & Demo/ Shoot an Elite Archery Bow and 4) Share your experience with a photo and/or comment and include #ShootabilityChallenge (hereafter, each, an "Entry"). Replies that do not follow the above format may be discarded or ignored. Incomplete replies, Replies received after the applicable Reply Period deadline, and/or Replies which may contain obscene, offensive, or any language communicating messages inconsistent with the positive images to which Sponsor wishes to associate will be void. By using the Sweepstakes hashtags in connection with your Submission, you are acknowledging and agreeing that Sponsor has the right to use your Submission as set forth in these Official Rules. All winning entries become property of Sponsor & will not be returned. All entries must comply with the Facebook & Instagram Terms of Service & Rules available at www.facebook.com and/or www.instagram.com. Entrants may participate in the Sweepstakes via their mobile device and/or computer. Data rates apply to entrants who submit or participate via a wireless mobile device. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK, INC. OR INSTAGRAM, INC. Entries must be received by the reply deadline for the applicable Entry Period (as noted below) to be entered into the drawing for that Entry Period. Any attempt to use multiple names or Facebook / Instagram accounts or other tactics to enter more than the stated limit may result in the disqualification of the Entry by the Sponsor from the Sweepstakes and all associated Entries will be void. Entries received from any Facebook / Instagram account in excess of the above stated limitation will be void. The use of script, macro or automated devices (or any other devices intended to automate or subvert any aspect of Entry) to enter the Sweepstakes is prohibited and any Entry through such means, and any associated Entries that are deemed to be ineligible (at Sponsor's sole discretion and in accordance with these Official Rules) will be void. In the event of a dispute as to the identity of an entrant based on the Facebook or Instagram username submitted, Entry will be awarded to the authorized account holder of the Facebook or Instagram username from which said Entry was submitted provided such individual is eligible according to these Official Rules. Sponsor reserves the right, in its sole discretion, to void any Entries or Follow requests of entrants and disqualify such entrants whom Sponsor believes have attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes and/or who are in violation of these Official Rules. No software-generated, robotic, programmed, script, macro or other automated entries are permitted and any entries received by such means will be void.

## DRAWINGS

For each Entry Period listed below, on or about the dates set forth in the chart below, two (2) prize winners (one from Facebook & one from Instagram) will be selected in an individual random drawing from among all eligible entries received during the applicable for a total of thirty-eight total winners during all Entry Periods. Non-winning Entries from one (1) drawing will not carry forward to subsequent drawings. All drawings will be conducted by Administrator. By participating, entrants agree to the terms of these Official Rules and to the decisions of the Sponsor, which will be final and binding in all matters relating to the Sweepstakes. Potential winners will be notified via Facebook &/or Instagram direct message by Sponsor from the Elite Archery handle and must respond as directed within ten (10) days of notification and provide their email address and other contact information. Odds of winning any drawing will depend on the total number of eligible Entries received for each applicable Entry Period.

Limit one (1) prize per person per Entry Period, per household and per email address for this Sweepstakes. Sponsor shall have the right to announce the winners on its social feeds (Instagram, Twitter, Facebook or otherwise), in its sole discretion. Prizes will be awarded to the person that is the authorized account holder of the Facebook or Instagram account from which a winning Entry was submitted, subject to eligibility verification and compliance with these Official Rules.

ENTRY PERIOD ("EP")	ENTRY DATES	DRAWING DATES (ON/ABOUT)
EP #1	1/3/22 - 1/9/22	1/11/22
EP #2	1/10/22 - 1/16/22	1/18/22
EP #3	1/17/22 - 1/23/22	1/25/22
EP #4	1/24/22 - 1/30/22	2/1/22
EP #5	1/31/22 - 2/6/22	2/8/22
EP #6	2/7/22 - 2/13/22	2/15/22
EP #7	2/14/22 - 2/20/22	2/22/22
EP #8	2/21/22 - 2/27/22	3/1/22
EP #9	2/28/22 - 3/6/22	3/8/22
EP #10	3/7/22 - 3/13/22	3/15/22
EP #11	3/14/22 - 3/20/22	3/22/22
EP #12	3/21/22 - 3/27/22	3/29/22
EP #13	3/28/22 - 4/3/22	4/5/22
EP #14	4/4/22 - 4/10/22	4/12/22
EP #15	4/11/22 - 4/17/22	4/19/22
EP #16	4/18/22 - 4/24/22	4/26/22
EP #17	4/25/22 - 5/1/22	5/3/23
EP #18	5/2/22 - 5/8/22	5/10/22
EP #19	5/9/22 - 5/15/22	5/17/22

(38) Prizes (two (2) prizes per Entry Period): Each prize winner will receive a code redeemable for \$50 Off any item of their choice on elitearchery.com. Approximate Retail Value ("ARV") of each prize: \$50. Prizes are awarded "as is" without any warranty or guarantee, either express or implied by Sponsor. All prize details are at Sponsor's sole discretion. All costs and expenses associated with the acceptance and use of any prize not specified herein as being awarded, including, but not limited to, all federal, state/provincial/territorial and local taxes are each winner's sole responsibility. Unclaimed prizes will be forfeited. The Released Parties are not responsible for and will not replace any lost, mutilated or stolen prize(s) or any prize that is undeliverable or does not reach a winner because of an incorrect or changed address. Limit one (1) prize per person, immediate family member or household per EP. Total ARV of all prizes to be awarded in this Sweepstakes: \$1,900.

## PRIVACY

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Any information entrant provides to Sponsor or Administrator may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Except where prohibited by law, acceptance of a prize constitutes each winner's irrevocable consent to Released Parties, each of their respective agents', successors' and assigns' or other designee's use of winner's name, likeness, photograph, voice, statement, opinions, Facebook or Instagram handle, biographical information, prize and/or state/city/province of residence for advertising and promotional and publicity purposes in any and all media or format, worldwide, in perpetuity, without any permission, notification, payment or consideration, except for the awarding of the prize to the winner. You may be required to sign a document confirming your consent to this effect. Your participation by your entry also constitutes your consent to participate in this Sweepstakes and consent for Released Parties to obtain, use, and share your entry, name, email address and other details (collectively, "Sweeps Data") for Sweeps administration purposes.

## MISCELLANEOUS

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No transfer, assignment, cash redemption or substitution of a prize (or portion thereof) will be permitted, except by Sponsor, in its sole discretion, due to prize unavailability or other causes otherwise determined solely by Sponsor, and then for a prize (or applicable portion) of equal or greater value. If potential prize winner's Facebook or Instagram Direct Message, notification letter or prize is returned as undeliverable, or if a potential winner fails to respond to such Facebook or Instagram Direct Message within ten (10) days, potential winner will be disqualified and time permitting, an alternate winner may be selected for the applicable drawing at Sponsor's sole discretion. Should the potential winner decide to decline his/her prize for any reason whatsoever or not respond to the prize notification by the applicable response deadline, Sponsor shall have no further obligation to that potential winner and an alternate winner may be randomly selected from among all remaining eligible Sweepstakes entries. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. The Released Parties are not responsible for any changes or unavailability of the social media platform used for purposes of administering this Sweepstakes that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the social media platform for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via the social media platform, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. By participating, entrants agree to be bound by these Official Rules and agree that Released Parties and their designees and assigns and all of their respective officers, directors, employees, shareholders, representatives, agents, and the franchisees of any of them shall have no liability and entrant will defend, indemnify and hold harmless the Released Parties, Facebook and Instagram from and against any liability, loss, injury, or damage of any kind (including attorney's fees) to any person or entity, including, without limitation, personal injury, death or damage to personal or real property, due in whole or in part, directly or indirectly, by reason of: (i) entrant's participation/entry into the Sweepstakes, (ii) any materials he or she may submit in connection herewith, or (iii) the acceptance, possession, use or misuse of a prize or participation in any activities associated with the Sweepstakes or any prize awarded in connection herewith; (iv) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (v) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize. The Released Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Sponsor reserves the right, in its sole discretion, to void any and all entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness, or proper play of this Sweepstakes and to modify, suspend, and/or terminate this Sweepstakes (or portion thereof) should virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness or proper play of the Sweepstakes and, in the case of termination, at its discretion, select winner via a random drawing from all eligible, non-suspect entries received prior to the event that required such termination.

## MISCELLANEOUS (CONTINUED)

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In the event Sponsor or Administrator is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's and/or Administrator's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor and Administrator additionally reserve the right, in their sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's or Administrator's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. CAUTION: Any attempt to undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, the Sponsor and the applicable Released Parties reserve the right to seek damages (including attorneys' fees) and/or other remedies from any such person(s) responsible for the attempt to the fullest extent permitted by law. Released Parties make no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and disclaim any implied warranty. Without limiting the generality of the foregoing, entrants agree that the Released Parties: (a) maintain no control over the personnel, equipment or operation of any manufacturer or other person or entity furnishing services, products or accommodations ("Suppliers") as a part of the prize provided in connection with the Sweepstakes; and (b) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (i) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (ii) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (iii) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (iv) by any cause, condition or event whatsoever beyond the control of the Released Parties. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Except where prohibited by law, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

## SPONSOR

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The Outdoor Group, LLC. DBA Elite Archery, LLC. Located at 1325 John Street in West Henrietta, NY 14586