

[406 Arena Horse Fair Sweepstakes 09/15/2023 - 09/16/2023]

Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS
NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES**

General Information: The [406 Arena Horse Fair Sweepstakes 09/15/2023 - 09/16/2023] (the “sweepstakes”), sponsored by CSWW, Inc., dba North 40 Outfitters (“Sponsor”), begins at 12:01 a.m. Mountain Standard Time on [September, 15th 2023] and ends at 11:59 p.m. Eastern Standard Time on [August 16th, 2023] (the “Promotion Period”). No purchase is necessary to enter or win, and purchase does not improve odds of winning. The sweepstakes is void wherever prohibited by law or where the sweepstakes does not comply with applicable registration or filing requirements of any state or local jurisdiction. By entering the sweepstakes, you agree to these Official Rules, which are a contract, so read them carefully before entering. This contract includes limitations of your rights and remedies.

How To Enter: There are [2] ways to enter for a chance to win a prize in the sweepstakes:

To enter online: Scan the QR code located on the promotional posters in-store which will take you to <https://north40.com/406-arena-giveaway>

Alternatively, go directly to: <https://north40.com/406-arena-giveaway> and enter your information including your email address on that page.

To enter via a paper form at event: Print your full name, e-mail address, and phone number on the form provided at the event. The entrant will receive one entry into the sweepstakes, subject to the eligibility restrictions below. Limit one (1) entry per form submission received (no bulk submissions).

Eligibility: The sweepstakes is open only to legal residents of the 50 United States [(excluding residents of Rhode Island)], the District of Columbia who are 18 years or older (19 years or older in AL and NE, 21 years or older in MS) before the Promotion Period, subject to all applicable federal, state, and local laws and regulations. The sweepstakes is not open to (i) any employees of Sponsor, the prize provider(s), or any of [the respective] parent companies, subsidiaries, affiliates, or advertising and promotion agencies

of any of the foregoing (such entities, collectively, the “Promotion Parties”) or (ii) any such employee’s immediate family members (e.g., spouse, parent, step-parent, sibling, step-sibling, half-sibling, child, or step-child) and any person living in the same household as such individuals. Any false or deceptive entries or acts will render all entries by an entrant ineligible. Any use of robotic, automatic, programmed, or similar methods of entry will void and render ineligible all of your entries. Partial and incomplete entries may be disqualified. Neither you nor your entry (or any materials, including photos, that you submit with any entry) may (a) violate, misappropriate, or infringe any intellectual property, publicity, contractual, privacy, or other right of any third party or any applicable regulation, social media, or other guideline or community standard, (b) contain material that is offensive, defamatory, threatening, abusive, vulgar, sexist, discriminatory, or otherwise inappropriate, or (iii) promote or incite violent, dangerous, or antisocial behavior.

Winner Selection and Notification: Upon submission, entries become the sole property of Sponsor, and none will be acknowledged or returned. Without limiting anything in Section 9 below, Sponsor may disqualify any entry that is incomplete or that does not comply with these Official Rules. The prize winner(s) will be selected at random from among all eligible entries received. The random drawing will be conducted on or about [September 14th, 2023]. Odds of winning depend on the number of eligible entries received. The prize winner(s) will be notified (the “winner notification”) by [email notification or phone call] or other means, depending upon method of entry, within approximately [3] days after the drawing, using the contact information provided at the time of entry. If, for any reason, more than one bona fide winner comes forward seeking to claim a prize, Sponsor reserves the right to award only the number of prizes stated in these Official Rules via a random drawing from among all persons with bona fide claims for the prize, and inclusion in such selection process shall be entrant’s sole and exclusive remedy under such circumstances. The winner(s) will be required to (i) respond to the winner notification (as directed therein) within seven (7) days after its transmission and (ii) complete, sign, have notarized, and return, to Sponsor an Affidavit of Eligibility and Liability and Publicity Release) (where the execution thereof is not prohibited by law and is requested by Sponsor), and any other documentation requested by Sponsor, within seven (7) Calander days of its transmission. All prizes will be awarded provided that a sufficient number of eligible entries are received.

Description of Prize(s) and Approximate Retail Value (“ARV”): \$125.28

- a. One (1) North 40 \$25.00 Traditional Gift Card
- b. One (1) Weaver Grooming Kit
- c. One (1) Weaver Leather Rope Halter and Lead
- d. One (1) Showsheen Hair Polish

- e. One (1) Noble Outfitters Roping glove package
- f. One (1) Dimples Horse Treats

General Prize Terms: The ARV of the prize(s) is based on information available to Sponsor. None of the Promotion Parties is responsible for, and the winner will not receive the difference (if any) between, the actual value of the prize(s) at the time of the award and the stated ARV in these Official Rules. Prizes are subject to availability and Sponsor reserves the right to substitute prizes of equal or greater value in Sponsor's sole discretion. Prize details not specified herein will be determined by Sponsor in Sponsor's sole discretion. Prizes are nonrefundable, not redeemable for cash and not transferable, and no cash alternative is available. Prizes are limited to that specified in the prize description above, and all other unspecified expenses (including taxes, fees, service charges, meals, gratuities, incidental expenses, travel to and from the departure airport and other ground transfers, and personal expenses) are solely the responsibility of the prize winner. Gift cards/certificates and tickets (including, without limitation, airline tickets) are subject to the terms and conditions specified thereon or otherwise specified by the issuer thereof. If the winner is unable to, or elects not to, use any part of a prize, the winner will forfeit that part of the prize and no substitute prize element or other compensation will be awarded. Any and all taxes on a prize are the sole responsibility of the prize winner. The value of any prize awarded to a winner may be reported for tax purposes as required by law, and winners must provide any additional information requested by Sponsor so that Sponsor can comply with applicable tax reporting obligations. You waive the right to assert any and all claims arising from or related to costs of verification and redemption or travel to claim a prize and any liability or publicity that might arise from claiming or seeking to claim a prize. [The prize is valid for [10] Calendar days from the date stated in the winner notification.] Additional restrictions may apply.

Disclaimer: None of the Promotion Parties is responsible or liable for lost, late, damaged, destroyed, delayed, stolen, misdirected, incomplete, or illegible entries; entries not received during the Promotion Period for any reason; or other errors of any kind. Prizes are awarded "as is, where is," without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose. None of the Promotion Parties is responsible or liable for any typographical or other printing errors in the offer or administration of the sweepstakes, including, but not limited to, errors in the printing of posting of the offer or in these Official Rules, the selection or announcement of the winners, or the distribution of any prizes. In the event that viruses, bugs, tampering, fraud, technical failures, unauthorized human intervention, acts of God, acts or regulations of any governmental or supra-national authority, war, national emergency, accident, fire, riot, strikes, lock-outs, industrial disputes, acts of terrorism, or any other matters beyond Sponsor's reasonable control ("Uncontrollable Event") prevent, corrupt, or impair the administration, security, fairness, or

proper play of the sweepstakes, so that it cannot be conducted as originally planned, Sponsor has the right to cancel, terminate, or suspend the sweepstakes at any time in its sole discretion, and none of the Promotion Parties shall be responsible or liable in any manner for such Uncontrollable Event or any such cancellation, termination or suspension. In the event an Uncontrollable Event occurs prior to the announced date for winner determination, Sponsor may select a winner by random drawing from among all eligible entries received up to such time of cancellation, termination, or suspension. In the event an Uncontrollable Event interrupts, interferes with, or disrupts the provision of any prize, Sponsor may substitute prizes of equal or greater value in its sole discretion.

Disqualification: Sponsor may disqualify a winner (and cause any applicable prizes to be forfeited) due to any of the following: (i) the winner fails to comply with any of the terms, conditions, requirements, restrictions, or limitations of these Official Rules (as determined by Sponsor in Sponsor's sole discretion) , including in the event the winner fails to respond to the winner notification or (iii) fails to complete, sign, have notarized, and return to Sponsor an Affidavit of Eligibility and Liability and Publicity Release, in each case in accordance with Section 4 above; or (ii) the inability of Sponsor to contact a potential winner or the return of any winner notification, notice, or prize as undeliverable. In the event of disqualification of a winner or forfeiture of a prize for any reason, Sponsor may, in its sole discretion, award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

Release and Indemnification: BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE: (I) TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR; AND (II) TO FOREVER AND IRREVOCABLY RELEASE, INDEMNIFY, DEFEND (AT SPONSOR'S REQUEST), AND HOLD HARMLESS EACH PROMOTION PARTY (AND THE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS, AND ASSIGNS OF EACH) FROM AND AGAINST ANY AND ALL LIABILITY FOR CLAIMS, JUDGMENTS, FINES, COSTS, EXPENSES, CAUSES OF ACTION, PERSONAL INJURIES, LOSS, OR DAMAGE, INCLUDING, WITHOUT LIMITATION, DEATH AND PROPERTY DAMAGE RESULTING FROM, ARISING FROM, OR IN CONNECTION WITH: (A) THE PARTICIPATION (OR THE INABILITY TO PARTICIPATE) IN THE SWEEPSTAKES AND/OR ANY ELEMENT OR ACTIVITY THEREOF; (B) ANY PRIZE, INCLUDING ANY LIABILITY/DAMAGE RESULTING FROM, ARISING FROM, OR IN CONNECTION WITH: (1) TRAVEL TO OR FROM OR PARTICIPATION IN ANY PRIZE-RELATED ACTIVITY; (2) CANCELLATIONS, DELAYS, DIVERSIONS, LOSS OR SUBSTITUTIONS, OR ANY OTHER ACT OR OMISSION WHATSOEVER BY ANY CARRIER OR OTHER TRANSPORTATION COMPANY, HOTEL, OR OTHER PERSON PROVIDING ANY PRIZE-RELATED SERVICE OR ACCOMMODATION; (3) LOST, LATE, STOLEN, MISDIRECTED, DAMAGED, OR DESTROYED PRIZES; OR (34) THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE, ANY DEFECTS IN ANY PRIZE, OR ANY INABILITY TO USE ANY PRIZE; OR (C) ANY ERRORS IN THESE OFFICIAL RULES OR ANY MARKETING MATERIAL RELATED TO THE SWEEPSTAKES.

Disputes; Governing Law: Any disputes that may arise hereunder will be governed in all respects by the laws of the State of [Montana] without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes will be had only in the state and federal courts located within the State of [Montana], without waiver of any right to removal by Sponsor pursuant to 18 U.S.C. §§ 1441, et seq.

Publicity: Where permitted by law, by participating in the sweepstakes, you hereby grant each of the Promotion Parties, and those acting pursuant to their authority, the right to print, publish, broadcast, and use all materials submitted by you in connection with the sweepstakes as well as your name, portrait, picture, likeness, voice, statements attributable to you, city and state of residence, and other biographical information for advertising and promotional purposes throughout the world in any and all media now known or existing at any time in the future, without further approval, notification, or compensation.

Privacy & Marketing Communications: Except as otherwise contemplated in these Official Rules, personal information collected in connection with the sweepstakes will be used in accordance with Sponsor's privacy policy (<https://north40.com/privacy-policy>). Please note that we publicly disclose the names of winners for each sweepstakes in order to comply with applicable law. You may be given the opportunity to opt in to receive communications from Sponsor (and other promotional partners and prize providers) when entering the sweepstakes. Consenting to receive such communications is optional and you do not have to opt in in order to be eligible to enter the sweepstakes and opting in does not improve your chances of winning. If you opt in to receiving such communications, you should review the privacy policy of the applicable third party, in addition to Sponsor's privacy policy.

Guests: Where a prize permits a guest of the winner to participate, the winner is responsible for such guest and shall ensure such guest complies with Sponsor's and each prize provider's procedures and policies. If the winner's guest is deemed a minor in his/her state of residence, the winner must be the minor guest's parent/legal guardian in order for the minor to participate. If requested by Sponsor, any guest of a winner (or guest's parent/legal guardian if guest is deemed a minor in his/her state of residence) must complete, sign, and return a Liability and Publicity Release (where not prohibited by

law) prior to participation in the prize. Once designated by the winner, the guest cannot be changed without the express consent of Sponsor, which may be withheld for any reason.

Conduct: By entering the sweepstakes and accepting a prize, the winner agrees to behave in accordance with all applicable laws and generally-accepted social practices in connection with participation in any sweepstakes- or prize-related activity. The winner understands and agrees that Sponsor has the right, in its sole discretion, to disqualify and remove the winner (and/or any guest, if applicable) from any activity at any time if the winner's (and/or any guest's) behavior at any point (i) is uncooperative or disruptive; (ii) annoys, threatens, or harasses any other person; (iii) may or does cause damage to person, property, or the reputation of Sponsor or a prize provider; or (iv) otherwise violates the policies of the prize provider; and, in such a case, the winner will forfeit all remaining elements of the prize and still be solely responsible for all taxes and other expenses related to the prize.

List of Winners / Copy of Official Rules: To obtain a list of winners (available approximately two months after the date of winner determination) or a copy of these Official Rules, go to <https://north40.com/406-arena-giveaway> or mail your request, including a self-addressed, stamped envelope, to North 40 Outfitters, [P.O. Box 6430, Great Falls, MT 59406]. Requests must be received within six months of the end of the Promotion Period.

Miscellaneous: Decisions of Sponsor are final and binding in all matters related to the sweepstakes. 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 these 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, unenforceable, or illegal provisions were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. When terms such as "may" are used in these Official Rules, Sponsor has sole and absolute discretion. You 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 any provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any sweepstakes-related materials and these Official Rules, these Official Rules shall prevail, govern, and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

Sponsor: CSWW, Inc., dba North 40 Outfitters, [P.O. Box 6430, Great Falls, MT 59406]

ABBREVIATED RULES

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