

**Performance Center® - Texas Whitetail Hunt Sweepstakes
Official Rules**

1. **NO PURCHASE NECESSARY.** NO PURCHASE, PAYMENT OR OTHER CONSIDERATION IS NECESSARY TO ENTER OR WIN A PRIZE IN THIS SWEEPSTAKES.

2. **Description of Sweepstakes / Prize.** In the “Performance Center® - Texas Whitetail Hunt Sweepstakes” (the “Sweepstakes”), Smith & Wesson Corp. (“Sponsor”) will award one (1) Texas Whitetail Hunt prize package. The prize package consists of: one (1) sponsored Texas whitetail deer hunt, scheduled for December 8-10, 2017 (which includes a three-day hunt on public and private land within a 1 hour drive of Bracketville, Texas; a Texas hunting license; a fully-guided hunt; meals; lodging for four days and three nights; local transportation to and from the hunt areas; local transportation to and from San Antonio International Airport (San Antonio, Texas); and round-trip airfare to and from San Antonio International Airport (up to a total of \$1,500.00)); and one (1) Smith & Wesson® Performance Center® 460XVR™ revolver (SKU 11626) (or one (1) state compliant substitute 460XVR™ revolver for residents of California (SKU 170262A)). **The Texas Whitetail Hunt portion of the prize will be filmed for future broadcast on television and/or website and social media platforms. The hunt must be conducted using a supplied Smith & Wesson® Performance Center® 460XVR™ revolver (SKU 11626).** The complete prize package may be transferred by the prize winner to a qualifying individual (hereinafter “prize transferee”) in accordance with these Official Rules. Prize winner or prize transferee must meet all requirements for participation in the Texas Whitetail Hunt and receipt of the firearm (handgun) prize, including: timely executing and returning all documents and releases necessary for award of the prize package and filming the hunt; eligibility under federal, state and local law for ownership, use and possession of a firearm (handgun); and eligibility under state law to obtain a Texas hunting license. The approximate total retail value of the prize package is \$4,800.00.

3. **Sweepstakes Term.** **The Sweepstakes begins on June 23rd, 2017 at 12:00 a.m. (EST) and ends on October 30th, 2017 at 11:59 p.m. (EST)** (the “Sweepstakes Term”). All entries must be submitted via Facebook® Sweepstakes Application or via email during the Sweepstakes Term in accordance with these Official Rules to be eligible to win. Limit one (1) entry per person during the Sweepstakes Term regardless of the method of entry. Entries that do not comply with these Official Rules will not be accepted.

4. **How to Enter.**
(A) Primary Method:
Via Facebook: To enter the Sweepstakes via Facebook, entrants must: (1) sign into their Facebook accounts, (2) visit the official Performance Center Facebook page, (3) go the Performance Center® - Texas Whitetail Hunt Sweepstakes page(4) “Like” the Performance Center® Facebook page, (5) share Sponsor’s Performance Center® - Texas Whitetail Hunt Sweepstakes Post, and (6) complete and submit the information

required on the official Performance Center® - Texas Whitetail Hunt Sweepstakes entry form.

or

(B) Alternate Method:

Via Email: To enter the Sweepstakes via email, send an email to sweepstakes@smith-wesson.com with “Performance Center® - Texas Whitetail Hunt Sweepstakes” in the subject line. An email entry must include entrant’s first and last name, address, email address and date of birth.

5. Odds of Winning. Odds of winning a prize depend on the number of valid entries received. **Many will enter, one will win.** Only one (1) prize package will be awarded to any one person.
6. Eligibility. You must be 21 years of age and a legal U.S. resident to enter. Additional eligibility requirements are set forth in these Official Rules. Employees of Sponsor and its agents, affiliates, and subsidiaries and members of their families and immediate households are not eligible to participate in this Sweepstakes. All eligible entries will be included in a random drawing for the prize. All federal, state and local laws and regulations apply.
7. Winner. The prize winner will be selected by random drawing immediately following the close of the Sweepstakes Term. The prize winner will be notified by Facebook message or by email (depending on method of entry). The prize winner must respond to Sponsor via private message (Facebook message), or by an email response to the email notification from Sponsor, with the prize winner’s name, address, phone number, and email address within forty-eight (48) hours of the direct reply comment notification or email from Sponsor to claim the prize. With Sponsor’s advance consent, the complete prize package may be transferred by the prize winner to a qualifying prize transferee. In that case, however, prize winner must designate a qualifying prize transferee within five (5) days of the prize winner’s response to Sponsor’s prize notification. Prize winner or prize transferee must be eligible to own and possess a firearm (handgun) in their state of residence and must pass a background check to be eligible (i.e., must not be a “prohibited person” under applicable laws). The firearm portion of the prize package will be awarded through a participating federally licensed firearms dealer retailer closest to the prize winner’s or prize transferee’s official residence and will not be shipped directly to the prize winner or prize transferee (as applicable). Prize winner or prize transferee shall be required to demonstrate eligibility in accordance with these Official Rules and complete and return all required affidavits of eligibility and releases within five (5) days of receipt to be eligible to claim and receive the prize. If for any reason Sponsor is unable to contact the prize winner, the prize winner fails to timely respond or timely designate a qualified prize transferee, the prize winner or prize transferee fail to submit required documentation with the designated timeframe, or the prize winner or prize transferee is ineligible, the prize package will be awarded in a random drawing to another eligible entrant. Sponsor, and its agents, affiliates, and subsidiaries, may use the name,

likeness and any other information of the prize winner or prize transferee without compensation in advertising or otherwise.

8. Prize Package; Restrictions. The prize package consists of the Texas whitetail deer hunt and the Smith & Wesson® Performance Center® 460XVR™ revolver (plus any standard accessories) as described in these Office Rules (state compliant model of the revolver will be substituted where applicable). Sponsor shall choose all components of prize package in its sole discretion. The prize package (including all components) is subject to availability and may be subject to additional federal, state or local restrictions. No substitution or cash equivalent of the prize (or portion of any prize) will be granted except at Sponsor's sole discretion due to unavailability of a prize (or portion of a prize) for any reason (including restrictions on firearms in particular state and local jurisdictions). Any substitution by Sponsor of the prize or portion of the prize shall be made with an item of comparable or greater value. **Prize winner or prize transferee understands and agrees that participation in the hunt portion of the prize package will be filmed for future broadcast on television and/or website and social media platforms, and that the hunt must be conducted using a supplied Smith & Wesson® Performance Center® 460XVR™ revolver (SKU 11626).** For the firearm portion of prize package, Sponsor is responsible only for delivery of the firearm prize to a participating federally licensed firearms dealer closest to the prize winner's or prize transferee's official residence. Sponsor is not responsible for prize utility, quality or other attributes. Prize winner or prize transferee must meet the participation requirements of the Performance Center® - Texas Whitetail Hunt Sweepstakes and any other requirements set forth in these Official Rules, including: executing all documents and releases necessary for award of the prize package and filming the hunt; eligibility under federal, state and local law for ownership, use and possession of a firearm (handgun); and eligibility under state law to obtain a Texas hunting license.
9. Sweepstakes Materials. By entering into this Sweepstakes, entrants, prize winner and, if applicable, the prize transferee, grant to Sponsor an irrevocable, perpetual, worldwide, non-exclusive, royalty-free, sub-licensable right and license to distribute, reproduce, modify, perform and display and otherwise use any and all content, information, posting, communication, message or other materials (including entrant's (or prize transferee's) name, image or likeness) provided by entrant, prize winner or prize transferee ("Sweepstakes Materials") for Sponsor's use in the normal conduct of its business, including marketing, promotional and sales activities. Subject to these Official Rules, entrants, prize winner or prize transferee understand that all Sweepstakes Materials will be treated as non-confidential and nonproprietary information.
10. Privacy. Sponsor's collection, use and sharing of any information submitted by entrants, prize winner or prize transferee in connection with this Sweepstakes will be governed by Sponsor's Privacy Policy, available here: [Smith & Wesson Privacy Policy](#).
11. Taxes / Fees. All taxes or incidental expenses (including transfer fees) are the sole responsibility of the prize winner (or, if the prize is transferred as permitted in these Official Rules, the prize transferee). Except as specifically provided in these Official

Rules, rights to the prize package are not transferable. The prize package may not be substituted or redeemed for cash or other consideration. The prize winner or prize transferee (as applicable) will be required to complete and submit an IRS Form W-9 to Sponsor before prize package can be awarded.

12. Announcement of the Winner. The prize winner and/or prize transferee will be publicly announced via Sponsor's Facebook page and otherwise following the conclusion of the Sweepstakes Term. For the name of the prize winner/prize transferee, please send a self-addressed, stamped envelope to Sponsor at the following address:

Smith & Wesson Corp.
Attn: Performance Center® - Texas Whitetail Hunt Sweepstakes
2100 Roosevelt Avenue
Springfield, MA 01104

Vermont residents may omit return postage. Requests for the name of the prize winner/prize transferee must be received within sixty (60) days of the last day of the Sweepstakes Term.

13. No Sponsorship by Facebook. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Inc.
14. Void Where Prohibited. The Sweepstakes is void where restricted by law, subject to tax, or otherwise prohibited. The Sweepstakes is strictly for entertainment purposes and may not be used in connection with any form of gambling.
15. Changes to Official Rules. Sponsor reserves the right to change the Official Rules or cancel the Sweepstakes at any time without further obligation or liability.
16. Disclaimer of Liability. Sponsor is not responsible for any incorrect or inaccurate information associated with or utilized in the Sweepstakes, including but not limited to any printing or typographical errors in any Sweepstakes materials, or for any technical or human error, which may occur in the processing of entries in the Sweepstakes. Sponsor has no liability or responsibility for entrant's participation in or attempt to participate in the Sweepstakes or ability or inability to enter the Sweepstakes or participating in any prize-related activity. Sponsor is not responsible for any personal injury or property damage or losses of any kind which may be sustained to entrant's or any other person's computer equipment, smart phone or mobile device resulting from participation or attempted participation in the Sweepstakes. Sponsor assumes no responsibility for any incomplete, misdirected, late, or lost entries, or any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, garbled or corrupted data transmitted, inaccessibility of any entry website, theft or destruction or unauthorized access to, or alteration of, entries or entry data, telephone, cable, satellite, network, electronic or Internet connectivity or other online or telephone network communication problems, errors or limitations of any Internet or telephone service providers, servers, hosts or other providers, failure of any online transmissions to be sent

or received, or traffic congestion on the Internet or any entry website. If, for any reason, the Sweepstakes is not capable of running as planned, including tampering, unauthorized intervention, fraud, or any other causes beyond the control of the Sponsor which affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. In the event that proper administration of the Sweepstakes is prevented by such causes as contemplated above, Sponsor will pick the prize winner from all eligible, non-suspect entries received prior to such action.

Entrants, prize winner or prize transferee agree that Sponsor, its parent, subsidiaries and affiliated companies, Facebook, Inc. and their respective officers, managers, members, directors, employees, representatives and agents will have no liability whatsoever for, and shall be held harmless by entrants, prize winner or prize transferee against, any and all liability, including but not limited to any death, injury, loss or damage of any kind, resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize, participation or attempted participation in this Sweepstakes, or while traveling to, preparing for or participating in any prize-related activity.

17. Disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of any of the Sweepstakes; to be acting in violation of the Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor, its subsidiaries, affiliates and agents, will be the sole judge of all matters relating to this Sweepstakes.
18. General. By entering this Sweepstakes, each entrant, prize winner or prize transferee warrants that, (a) the entrant, prize winner or prize transferee has read, understood and followed these Official Rules; (b) the entrant, prize winner or prize transferee agrees to be bound by the decisions of the Sponsor; and (c) the entrant, prize winner or prize transferee is eligible under these Official Rules. Each potential prize winner (or prize transferee) may be subject to verification and investigation before being awarded any prizes. This Sweepstakes shall be governed by Massachusetts law. By participating in this Sweepstakes, entrants, prize winner or prize transferee agree that, except to the extent prohibited by applicable law, (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action and Massachusetts state courts shall have exclusive jurisdiction over any dispute or litigation arising from or relating to this Sweepstakes and that the exclusive venue shall be in Springfield, Massachusetts; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event shall there be a claim or award of attorneys' fees or costs; and (3) under no circumstances will entrants, prize winner or prize transferee be permitted to obtain, and entrant, prize winner or prize transferee hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

In case of a dispute over the identity of an entrant who submitted the winning entry, the authorized account holder of the Facebook account associated with that entry will be deemed the entrant. The “authorized account holder” is deemed the natural person who is assigned the Facebook account by Facebook, Inc. Such owner must comply with these Official Rules, be the person who completed the act of entering, and, in Sponsor’s sole discretion, may be required to provide proof of ownership of the Facebook account.

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