

**Ion Productions Team XM42 Giveaway  
Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. PROMOTION IS OPEN TO LEGAL RESIDENTS OF 49 UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING NON-US COUNTRIES, MARYLAND, WARREN MICHIGAN) 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID IN PUERTO RICO, NON-US COUNTRIES, AND WHERE PROHIBITED BY LAW.**

**PROMOTION PERIOD:** Ion Productions Team XM42 May 2018 Giveaway (the "Sweepstakes") begins at 12:01:00 a.m. Mountain Standard Time ("MST") on April 5, 2018 and ends at 11:59:59 p.m. MST on April 29, 2018 (the "Promotion Period").

**ELIGIBILITY:** Open to legal residents of the 49 United States and the District of Columbia, 18 years of age or older at time of entry. Void in Puerto Rico, Non-US countries, Maryland, and Warren Michigan, and where prohibited or restricted by law. Employees, board members, advisory committee members, directors, officers, or agents of The Ion Productions Team, their affiliates, resellers, distributors, subsidiaries, or any other suppliers to Ion Productions Team and the immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and persons living in households of each, whether or not related are ineligible. All federal, state, provincial and local laws and regulations apply.

**HOW TO ENTER:** There are two ways to enter:

1) Eligible individuals who make an online purchase on the Ion Productions Team website at [www.xm42.com](http://www.xm42.com) will receive one (1) Sweepstakes entry for each \$5.00 spent (example: purchase \$100 of product from <http://www.xm42.com> and receive 20 entries into the Sweepstakes). No limit on number of entries received with a purchase on [www.xm42.com](http://www.xm42.com).

2) To enter without purchase, hand write the following: print your name, address, city, state/province, zip/postal code, e-mail address, telephone number and date of birth on a 4x6 postcard (no outer envelope) and mail to: Ion Productions Team XM42-M Sweepstakes, 2869 W Houston Ave Apache Junction, AZ 85120 (each postcard must be mailed individually. Bulk shipments (multiple entries in one shipping package) will not be accepted, and will be destroyed. Mail-in entries must be postmarked by April 24, 2018 and received by April 29, 2018. Earn 5 entries per postcard. Requests for confirmation of receipt of mail-in entries will not be acknowledged. No photo copies, facsimiles or reproductions of mail-in entry requests will be accepted. The Ion Productions Team is not responsible for late, lost, damaged, stolen, incomplete, illegible, postage due, or misdirected entries. Proof of mailing does not constitute proof of delivery.

**DRAWING:** A random drawing will be conducted on or about May 1, 2018. Drawing will be done through (<http://random-ize.com>) Odds of winning a Grand Prize depend on the number of eligible entries received.

**PRIZE: Grand Prize:** A custom cerakoted XM42-M, approximate retail value ("ARV") \$1,099.

Note; Prize may not meet all regulations in some states. Winner is responsible to check their state of residence to confirm and must use product in accordance with state/county regulations.

**PRIZE DETAILS:** The prize is awarded "AS IS" and with our standard warranty (<http://xm42.com/warranty/>). Failure to respond within 15 days could cause prize to be forfeited and awarded to an alternate.

**GENERAL RULES:** Potential Grand Prize Winner will be notified by phone, email or mail on or about May 2, 2018. Potential Grand Prize Winner (or parent/legal guardian if Winner is a minor) will be required to sign and return an Affidavit of Eligibility within five (5) days of notification attempt or prize will be forfeited and an alternate Winner determined at random from among all eligible entries. If any potential Prize Winner is deemed a minor in his/her state of residence, prize will be awarded in the name of the Winner's parent or legal guardian. If the potential Grand Prize Winner does not return the required documents within the stated timeframe, the corresponding Winner will be disqualified and an alternate Winner will be selected. Should the potential Winner (or any other alternate potential Winner) decide to decline the prize for any reason whatsoever, The Ion Productions Team shall have no further obligation to that potential Winner, and an alternate potential Winner will be selected, if time permits.

Acceptance of a prize constitutes permission to the Ion Productions Team and its agencies to use Winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. By accepting a prize, Winner agrees to hold The Ion Production Team, their affiliates, subsidiaries, or any other suppliers, harmless against any and all claims and liability from any accident, loss or injury occurring from this promotion or in any way related to the prize or use/misuse thereof. The Ion Productions Team shall not be liable for any printing or other errors or for delays in mail service. All entries become the property of the Ion Productions Team and will not be acknowledged or returned. By participating in this promotion, entrants agree to be bound by these Official Rules and the decisions of the Ion Productions Team, which are final and binding. Any questions, comments or complaints regarding the promotion are to be directed to the Ion Productions Team at the address below.

**WAIVERS, DISCLAIMERS, RELEASES, INDEMNITY:** BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (US\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (US\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU. EACH PARTICIPANT AGREES (I) TO ABIDE BY THE TERMS OF THESE OFFICIAL RULES AND THE DECISIONS OF THE SWEEPSTAKES ENTITIES WHICH ARE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS SWEEPSTAKES, AND (II) TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS OR LIABILITY IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES OR ACCEPTANCE OR USE OF ANY PRIZE INCLUDING, WITHOUT LIMITATION, ANY ACTIVITY RELATED THERETO.

**INTERNET:** The Ion Productions Team and any Internet access or service providers are not responsible for incorrect or inaccurate entry of entry information, human or other error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, inability to access Web sites, or damage to a user's computer system (hardware or software) due to participation in this Sweepstakes. If the Ion Productions Team determines, in their sole discretion, that there is any suspected

or actual electronic tampering with the Sweepstakes or if technical difficulties compromise the integrity of the Sweepstakes or if any non-compliance with the rules has occurred, the Ion Productions Team reserves the right to void the entries at issue and/or terminate the Sweepstakes and conduct a random drawing to award the Prizes using all eligible, non-suspect entries received in the applicable drawing pool as of the promotion end date. If the sweepstakes is terminated due to tampering or technical difficulties prior to its end date, notice will be posted at [www.xm42.com](http://www.xm42.com). Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Ion Productions Team or its agents. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account" holder is the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Any online entries submitted by automated means, or third-party, will be disqualified. Entries will not be valid until received by the Ion Productions Team.

**CHOICE OF LAW AND JURISDICTION:** This Promotion is offered only in the United States and is governed by the laws of the State of Arizona. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of Arizona located in the county of Arizona for any action, suit or proceeding arising out of or relating to this Promotion.

**WINNERS LISTING:** The Winner will be publicly announced via the Ion Productions Team's Instagram at <http://www.instagram.com/ionprodteam>.

**Contact:** The Ion Productions Team, 2869 W Houston Ave Apache Junction, AZ 85120.