

The Ion Productions Team XM42-M Giveaway #3 Sweepstakes
Official Rules

NO PURCHASE NECESSARY TO ENTER. A PURCHASE OR PAYMENT WILL NOT INCREASE THE ENTRANT'S CHANCES OF WINNING. SWEEPSTAKES OPEN ONLY TO LEGAL RESIDENTS OF 49 UNITED STATES AND DISTRICT OF COLUMBIA (EXCLUDING MARYLAND AND THE CITY OF WARREN, MICHIGAN) WHO ARE AT LEAST 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED BY LAW.

The Ion Productions Team XM42-M Giveaway #3 Sweepstakes ("Sweepstakes") is sponsored by The Ion Productions Team, LLC ("Sponsor"), 2869 W Houston Ave Apache Junction, AZ 85120 and is administered by The Ion Productions Team, LLC, 2869 W Houston Ave Apache Junction, AZ 85120 ("Administrator").

- 1. SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00:00 a.m. Mountain Standard Time ("MT") on June 1, 2018 and ends at 11:59:59 p.m. MT on July 31, 2018 (the "Sweepstakes Period"). All entries received during the Sweepstakes Period will not carry forward to subsequent Sweepstakes Periods, if any. Official clock for the Sweepstakes is Administrator's computer.
- 2. ELIGIBILITY:** The Sweepstakes is open only to legal residents of 49 United States and the District of Columbia (excluding Maryland and the city of Warren, Michigan) who are at least 18 years of age or older at time of entry. Void where prohibited or restricted by law. Employees, their immediate families, and suppliers to Sponsor are not eligible to participate in the Sweepstakes. Individuals participating in this Sweepstakes agree to be bound by these official rules ("Official Rules") and that the decisions of Sponsor shall be final and binding in all matters regarding the Sweepstakes.
- 3. HOW TO ENTER:** There are two (2) methods for entry into the Sweepstakes:
 - A. **Online Entry:** Eligible individuals who make an online purchase on Sponsor's web store located at <http://store.xm42.com> will receive one (1) Sweepstakes entry for each \$5.00 spent (example: purchasing \$50 of product from <http://store.xm42.com> will provide the entrant with ten (10) entries into the Sweepstakes). There is no limit on the number of entries obtainable with purchases on <http://store.xm42.com>.
 - B. **Mail-in Entry:** To receive entries without purchase, an eligible entrant may hand write the following: print his/her complete name, street address (P.O. Boxes not accepted), city, state, ZIP code, e-mail address, telephone number and date of birth (MM/DD/YYYY) on a 4x6 postcard ("Mail-in Entry") without outer envelope and mail it with sufficient postage to: The Ion Productions Team Giveaway #3, 2869 W Houston Ave, Apache Junction, AZ 85120. (A typographical error was found in our rules – cards written with #1 instead of #3 are still considered valid entries.)

Each Mail-in Entry must be mailed individually, separate from any others sent from same entrant. Multiple Mail-in Entries shipped in one package will be destroyed. Mail-in Entries must be legibly hand-written without mechanical reproduction and be postmarked by July 30, 2018 and received by July 31, 2018. Entrants will receive 5 entries per postcard. Requests for confirmation of receipt of mail-in entries will not be acknowledged. No photocopies or reproductions of Mail-in Entry requests will be accepted. Sponsor is not responsible for late, lost, damaged, stolen, postage due, or incorrectly filled out entries. Proof of mailing does not indicate proof of delivery.

All personal information collected is used only for the purpose of the Sweepstakes and will not be shared, sold, or re-used for any other purpose.

4. **RANDOM DRAWING:** On or about August 1, 2018, the Administrator will randomly select one (1) prize winner. Drawing will be conducted using a random number generator such as <http://random-ize.com>. Winner is deemed to be a potential winner pending verification of his or her eligibility and compliance with the Official rules at Sponsor's sole discretion.

5. **PRIZE, APPROXIMATE RETAIL VALUE ("ARV") AND ODDS OF WINNING:**

- A. **Prize:** A custom Cerakoted XM42-M (the "Prize"). Prize details will be shared on <http://XM42.com/giveaway> and related social media (Instagram account "ionprodteam" and Facebook account "ionprodteam") on July 7, 2018.
- B. **Total ARV:** The total ARV of the prize is \$1,376 USD.
- C. **Odds of Winning:** Odds of winning a Prize depend on the number of eligible entries received during the Sweepstakes Period.

Note: Prize may not meet regulations in some states. Winner is responsible to confirm local legality and must use product in accordance with state/local regulations.

6. **HOW TO CLAIM PRIZE:** The potential winner is subject to verification of eligibility and compliance with the Official Rules. The potential winner will be notified by Administrator via e-mail or phone within three (3) business days from the date of the Random Drawing with instructions for claiming prize.

If a notification e-mail or physical prize is returned as undeliverable, or the potential winner is found to be ineligible or fails to respond within 15 days, the prize may be forfeited and awarded to an alternate winner. The new potential winner will be selected in a Random Drawing from remaining eligible entrants.

ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH WINNER. Sponsor will provide an IRS-1099 to any winner of a prize totaling \$600 ARV or more. Each prize will only be provided to a verified winner. Prizes are non-transferable. Sponsor will not be responsible for any delays in providing a prize.

7. **PUBLICITY:** By participating in the Sweepstakes and accepting a prize, each entrant agrees to allow Sponsor the perpetual right to use his or her name and/or likeness, and statements for promotion, commercial, and advertising purposes, in all media, without notice or approval and without additional compensation except where prohibited by law.

8. **LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree The Ion Productions Team and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents (each, a "Released Party" and collectively, "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt transmissions, service provider/Internet/website accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any

Sweepstakes-related website(s). Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a prize. Released Parties shall not be responsible or liable for entries entered by any automated computer, program, mechanism or device; for any entries in excess of the stated limit; or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries will, at Sponsor's sole discretion, be disqualified.

If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed, corrupted or for any other reason not accepted as an entry in the Sweepstakes, entrant's sole remedy is to enter the Sweepstakes again to receive another entry. If for any reason, Sponsor believes the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable. This Sweepstakes is subject to all federal, state, and local laws and regulations.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor and Administrator, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission entry (including, without limitation, registration information or any parts thereof); (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant; and (j) interruption or inability to access the Sweepstakes, the Website or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems.

Without limiting the foregoing, everything regarding this Sweepstakes, including the Website and prize components, are provided "as is" without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement. Some jurisdictions may not allow the limitations or exclusions of liability for incidental or consequential damages or exclusions of implied warranties, therefore some of the above limitations or exclusions may not apply. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

9. **DISPUTES:** This Sweepstakes is governed by, and will be construed in accordance with, the laws of the State of Arizona. By entering this Sweepstakes, entrants irrevocably consent that the forum and venue for any dispute shall be in Pinal county, Arizona. In no event shall any party be entitled to recover exemplary, punitive, consequential or incidental damages.

10. **WINNER LIST:** A list of prize winners will be available at <http://xm42.com/giveaway>. The winner will be publicly announced via Sponsor's Instagram at <http://www.instagram.com/ionprodteam> and Facebook at <http://facebook.com/ionprodteam>.

Sponsored by The Ion Productions Team, 2869 W Houston Ave Apache Junction, AZ 85120.
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