

Gamo Online Survey & Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

1. **OVERVIEW:** GAMO Online Survey & Sweepstakes. Gamo Outdoor USA having its principal place of business at 3911 SW 47th Ave. Suite 914 Ft. Lauderdale, FL 33314 2255. Gamo Outdoor USA ("Gamo") is responsible for the administration of this Sweepstakes, the collection of entries or the selection of winners. The Sweepstakes entry period begins on October 11, 2013, at 8:30 a.m. Eastern Time ("ET") and ends on September 27, 2013 at 11:59 p.m. ET (such period, the "Entry Period"). By entering the Sweepstakes, each entrant agrees to be bound by these Official Rules and the decisions of Gamo, which decisions are final and binding in all respects.

ENTRY: To enter the Sweepstakes, visit <http://bit.ly/GPO7HY> (the "Web Site") during the Entry Period. The Web Site's database clock will be the official timekeeper for this Sweepstakes. In order to participation is free. Each entrant will be asked to submit a completed official online entry form, which may include, among other things, his/her name, address, e-mail address and others. Entries must be received during the Entry Period. Odds of winning depend on the total number of eligible entries received during the Entry Period. Those who do not follow the instructions on the Web Site, or abide by these Official Rules will be disqualified.

ONLY ONE (1) ENTRY PERMITTED PER PERSON/E-MAIL ADDRESS/WEB SITE ACCOUNT/HOUSEHOLD FOR THE ENTIRETY OF THE ENTRY PERIOD. MULTIPLE ENTRIES WILL BE DISQUALIFIED. Where a dispute arises about who submitted an entry, the entry will be deemed submitted by the holder of the e-mail account listed on the entry form. If a dispute cannot be resolved to Gamo's satisfaction, the entry will be deemed ineligible. Only US participants.

1. **ELIGIBILITY:** This Sweepstakes is open to any individual sixteen (16) years or older who is a legal resident of forty-seven (47) of the continental United States (the states of Alaska, Hawaii and Rhode Island are excluded, and so are Guam, Puerto Rico, and all other U.S. territories and possessions and all Overseas Military Installations). Employees of Gamo Outdoor USA, advertising agencies and prize suppliers associated with the Sweepstakes, and each of the foregoing entities' respective parents, affiliates and subsidiaries (collectively, the "Sweepstakes Entities"), as well as members of each of their immediate families (spouses, children, siblings, parents), and/or persons living in the same household as such persons, whether or not related, are not eligible to participate in the Sweepstakes. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE PROHIBITED OR RESTRICTED BY LAW. All federal, state and local laws and regulations

apply.

2. **PRIZES:** One (1) Grand Prize will be awarded in this Sweepstakes. The Grand Prize consists of the following: Whisper Fusion Pro rifle.177 caliber. Approximate suggested retail value ("ARV") of the Grand Prize is \$329.95.

Prizes are subject to certain restrictions and qualifications of the prize suppliers. Prizes (and/or any portion thereof) are nontransferable and non-exchangeable. No substitutions or cash redemption of prizes are permitted except that Gamo retains the right to substitute any prize component with another prize of equal or greater value (or at Gamo's election, the cash value of the applicable prize) for any reason. All taxes on prizes and other expenses related to accepting and/or using these prizes not listed in these Official Rules are the sole responsibility of the winner.

PRIZE DRAWING: The potential prize winner will be selected in a random drawing from all eligible entries received during the Entry Period. The drawing will be held by Gamo on or about October 28th 2013. Gamo's decisions are final and binding on all aspects of this Sweepstakes. The potential prize winner will be notified on or about October 28th 2013 by e-mail using the e-mail address provided at the time of entry. Gamo is not responsible if any potential winner notification is not received for any reason. Failure of any potential prize winner to respond within five (5) days from such notification referred to above may result in disqualification and the selection of an alternate prize winner.

CONDITIONS, DISCLAIMERS; RELEASES OF LIABILITY/GENERAL CONDITIONS: By entering this Sweepstakes, each entrant and his or her parent or legal guardian if the entrant is a minor in his jurisdiction agrees to be bound by these Official Rules and by all decisions of Gamo (which decisions are final and binding on all matters relating to the Sweepstakes, including fact, interpretation, eligibility, procedure and fulfillment), and to comply with all federal, state and local laws and regulations. In the event of non-compliance, a potential winner will be disqualified and alternate prize winner may be selected. Entries become the property of Gamo and will not be acknowledged or returned. None of the Released Parties (as defined below) are responsible for incomplete, late, lost, misdirected entries or for any technical malfunction, human or other error, lost/delayed data transmission, omission, interruption, deletion, defect, or line failure in connection with any telephone network, computer equipment, software or any combination thereof. Entries are void if unreadable, inaccurate, incomplete, mutilated, tampered with, forged, produced by automated/programmed or like process (i.e., other than being manually keystroked by entrant or handwritten by entrant), irregular in any way, or otherwise not in compliance with these Official Rules. None of the Released Parties make any warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize provided in connection with the Sweepstakes. Although Gamo attempts to ensure the integrity of the Sweepstakes, none of the Released Parties shall be responsible for the actions of entrants or other individuals in connection with the Sweepstakes, including entrants' or other individuals' attempts to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the

Sweepstakes. The Released Parties are not responsible for injury or damage to entrant's or to any other person's computer(s), other equipment, or person(s), related to or resulting from participation in the Sweepstakes or any Sweepstakes- or prize-related activity. If, for any reason, the Sweepstakes is not capable of running as planned for any reason, including, without limitation, by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, bankruptcy or liquidation, marketplace demands, applicable law, unforeseen obstacles, or any other causes which, in the sole opinion of Gamo could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Sweepstakes, Gamo reserves the right in its sole and absolute discretion to modify these Official Rules and/or to cancel, terminate, modify or suspend all or any part of the Sweepstakes, and in the event of cancellation or termination, to select winner from among all eligible non-suspect entries received up to the time of such cancellation, termination, modification, or suspension, as applicable, or by some other means deemed by Gamo in its sole discretion to be fair, appropriate and consistent with the spirit of these Official Rules. Notice of such action by Gamo may be posted on the Web Site. Proof of submitting entry will not be deemed receipt of such entry by Gamo. In the event Gamo is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sweepstakes Providers' control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Gamo shall have the right to modify, suspend, or terminate the Sweepstakes. Proof of submitting entry will not be deemed receipt of such entry by Gamo.

IN FURTHERANCE OF THE ABOVE, RELEASED PARTIES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ENTRIES THAT ARE ENTERED BY OTHER THAN HUMAN MEANS (SUCH AS BY AN AUTOMATED COMPUTER PROGRAM OR ANY NON-HUMAN MECHANISM, ENTITY, OR DEVICE), IN EXCESS OF THE STATED LIMIT, OR FOR ENTRIES THAT ARE LATE, FORGED, DESTROYED, LOST, MISPLACED, STOLEN, MISDIRECTED, TAMPERED WITH, INCOMPLETE, DELETED, DAMAGED, GARBLED, OR OTHERWISE NOT IN COMPLIANCE WITH THESE OFFICIAL RULES, AND ALL SUCH ENTRIES WILL BE DISQUALIFIED. BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES: (I) TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL APPLICABLE LAWS AND ALL DECISIONS OF GAMO WHICH SHALL BE BINDING AND FINAL; (II) TO WAIVE ANY RIGHTS TO CLAIM ABIGUITY WITH RESPECT TO THE OFFICIAL RULES; (III) TO WAIVE ALL OF HIS/HER RIGHTS TO BRING ANY CLAIM, ACTION, OR PROCEEDING AGAINST ANY OF THE RELEASED PARTIES; AND (IV) TO RELEASE, INDEMNIFY, AND HOLD HARMLESS EACH OF THE SWEEPSTAKES ENTITIES AND EACH OF THEIR RESPECTIVE OFFICERS, MEMBERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASED PARTIES"), FROM ANY LIABILITY (INCLUDING, BUT NOT LIMITED TO, LIABILITY FOR ANY PROPERTY LOSS, DAMAGE, PERSONAL INJURY, BODILY INJURY, DEATH, LOSS, EXPENSE, ACCIDENT, DELAY, INCONVENIENCE OR IRREGULARITY), COSTS AND EXPENSES (INCLUDING WITHOUT LIMITATION, ATTORNEY'S FEES) THAT MAY ARISE IN CONNECTION WITH: (A) THE ENTRANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES, (B) TYPOGRAPHICAL

ERRORS IN THE OFFICIAL RULES OR ANY SWEEPSTAKES PROMOTIONAL MATERIALS, (C) ACCEPTANCE OR POSSESSION, DEFECTS IN, USE, MISUSE OR INABILITY TO USE AN PRIZE (OR ANY COMPONENT THEREOF), (D) ANY CHANGE BY ANY COMPANY OR ANY OTHER PERSON PROVIDING ANY OF THE COMPONENTS OF A PRIZE DUE TO REASONS BEYOND ANY OF THE RELEASED PARTIES' CONTROL OR AS OTHERWISE PERMITTED HEREUNDER, (E) ANY INTERRUPTIONS IN OR POSTPONEMENT, CANCELLATION, OR MODIFICATION OF THE SWEEPSTAKES, (F) HUMAN ERROR, (G) INCORRECT OR INACCURATE TRANSCRIPTION, RECEIPT OR TRANSMISSION OF ANY PART OF THE ENTRY (INCLUDING, WITHOUT LIMITATION, THE ENTRY INFORMATION OR ANY PARTS THEREOF), (H) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF THE WEB SITE, POSTAL OFFICE OPERATIONS OR ANY TELEPHONE NETWORK, COMPUTER ONLINE SYSTEM, COMPUTER DATING MECHANISM, COMPUTER EQUIPMENT, SOFTWARE, OR INTERNET SERVICE PROVIDER UTILIZED BY ANY OF THE RELEASED PARTIES OR BY AN ENTRANT, (I) INTERRUPTION OR INABILITY TO ACCESS THE SWEEPSTAKES, ANY SWEEPSTAKES-RELATED WEB PAGES, OR ANY ONLINE SERVICE VIA THE INTERNET DUE TO HARDWARE OR SOFTWARE COMPATIBILITY PROBLEMS, (J) ANY DAMAGE TO ENTRANT'S (OR ANY THIRD PERSON'S) COMPUTER AND/OR ITS CONTENTS RELATED TO OR RESULTING FROM ANY PART OF THE SWEEPSTAKES, (K) ANY LOST/DELAYED DATA TRANSMISSIONS, OMISSIONS, INTERRUPTIONS, DEFECTS, AND/OR ANY OTHER ERRORS OR MALFUNCTIONS, (L) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSIONS ON THE PART OF ANY OF THE RELEASED PARTIES, OR ANY OF THEIR AGENTS OR EMPLOYEES, OR (M) ANY OTHER CAUSE, CONDITION OR EVENT WHATSOEVER BEYOND THE CONTROL OF ANY ONE OR MORE OF THE RELEASED PARTIES. THE WINNER HEREBY ACKNOWLEDGES THAT THE RELEASED PARTIES HAVE NEITHER MADE NOR ARE IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY PRIZE OR COMPONENT THEREOF, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES PROVIDED BY ANY OF THE PRIZE SUPPLIERS ASSOCIATED WITH THIS SWEEPSTAKES.

By entering this Sweepstakes, unless prohibited by law, each potential winner (and any minor potential winner's parent or legal guardian) consents to use by the Sweepstakes Providers of his/her respective name, voice, photograph and/or likeness for advertising or publicity purposes for this and similar promotions without compensation, and the potential winner may be required to provide a signed release acknowledging such consent. Moreover, by entering this Sweepstakes, unless prohibited by law, the potential prize winners agree to grant to the Sweepstakes Providers, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including without limitation the World Wide Web, at any time or times, the prize winners' respective name, likeness (actual or simulated), voice (actual or simulated), and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Gamo in its sole discretion.

3. **CONDUCT:** THE OFFICIAL RULES WILL BE POSTED AT THE WEB SITE THROUGHOUT THE ENTRY PERIOD. BY ENTERING AND PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT REPRESENTS AND WARRANTS THAT ALL INFORMATION PROVIDED BY ENTRANT IN CONNECTION WITH THE SWEEPSTAKES IS TRUE, ACCURATE AND COMPLETE. GAMO RESERVES THE RIGHT, AT ANY TIME AND AT ITS SOLE DISCRETION, TO DISQUALIFY AND/OR DEEM INELIGIBLE TO PARTICIPATE IN THIS SWEEPSTAKES ANY INDIVIDUAL IT SUSPECTS: TO BE TAMPERING WITH THE ENTRY PROCESS OR THE OPERATION OF THE SWEEPSTAKES OR THE WEB SITE; TO BE ACTING IN VIOLATION OF THE OFFICIAL RULES OR THE WEB SITE'S TERMS OF SERVICE, PRIVACY POLICY OR OTHER TERMS, CONDITIONS OR GUIDELINES; TO BE ACTING IN BAD FAITH OR IN A DISRUPTIVE MANNER, OR WITH THE INTENT TO ANNOY, ABUSE, THREATEN OR HARASS ANY OTHER PERSON ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY INTERNET SITE OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD GAMO BELIEVE OR BECOME AWARE THAT SUCH AN ATTEMPT HAS BEEN, IS BEING, OR WILL BE MADE, GAMO RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE ENTRANT(S) AND OTHER RESPONSIBLE INDIVIDUAL(S) IN THE ATTEMPTED DAMAGE TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION.

4. **RELEASE AND INDEMNIFICATION:** BY ENTERING THE SWEEPSTAKES, ENTRANTS RELEASE AND HOLD THE RELEASED PARTIES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, AND ACTIONS OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR RESULTING DIRECTLY OR INDIRECTLY, FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

5. **LIMITATIONS ON LIABILITY:** IN NO EVENT WILL ANY OF THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT THE ENTRANT'S ENTRY OR PARTICIPATION IN THE SWEEPSTAKES, OF ANY ACCESS TO AND/OR USE OF THE WEB SITE, OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF, OR PARTICIPATION IN, ANY PRIZE AWARDED IN CONNECTION WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE

LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

6. **GOVERNING LAW/DISPUTE RESOLUTION:** The Sweepstakes and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of Florida (as distinguished from the choice of law rules) applicable to contracts made and performed entirely in Florida and where the relevant contacts are with such state. Except where prohibited, by participating in the Sweepstakes, you agree that: (a) any action at law or in equity arising out of or relating to these Official Rules or the rights and obligations of any entrant and/or Gamo shall be filed exclusively in the courts of Palm Beach County, Florida and you hereby consent and submit to the personal and exclusive jurisdiction of such courts for the purposes of litigating any such action, **AND ANY RIGHT TO A TRIAL BY JURY IS HEREBY WAIVED**, (b) any and all disputes, claims, and causes of action arising out of or connected with these Official Rules, and/or the rights and obligations of any entrant and/or Gamo shall be resolved individually, without resort to any form of class action, and (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Sweepstakes but in no event attorneys' fees; and (d) under no circumstances will any entrant be permitted to obtain awards for and hereby waives all rights to claim punitive, exemplary, special, incidental, indirect and consequential damages and any other damages (whether due to negligence or otherwise), other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

7. **MISCELLANEOUS:**
 - a. **Privacy:** Information submitted in connection with an Online Entry only will be treated in accordance with these Official Rules and Gamo's Privacy Policy (as may be amended from time to time), currently located at <http://www.gamousa.com/> provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. Information collected from entrant is not going to be shared with any other entity, and will only use such information for market research.
 - b. By entering this Sweepstakes via the Automatic Entry method (survey Web Site), each such entrant agrees that Gamo may share such entrant's personal information for purposes of prize fulfillment in the event that the entrant is chosen as a winner of the Sweepstakes
 - c. **Winner's List:** Gamo Outdoor USA will notify about the winner of the sweepstakes via email to the winner and/or via Facebook at this web address:
<https://www.facebook.com/GamoOutdoorUSA>