**Athlon Shooting Sports Giveback 2021 Terms and Conditions**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Open to all legal residents of the 50 United States and the District of Columbia who are 18 (19 in AL/NE, 21 in MS) years of age or older as of date of entry, excluding residents of New York, Florida, and Rhode Island. Void where prohibited by law. Subject to all federal, state and local laws.

For Official Rules, click here.

Official Rules:

1. **PROMOTIONAL PERIOD:**The ““Athlon Shooting Sports Giveback ("Promotion") begins on January 18, 2022 at 12:01 AM and ends on December 31, 2022 at 11:59 PM Central Time ("Promotional Period").
2. **SPONSOR:** The Promotion is sponsored, administered and fulfilled by Athlon Optics, 801 N Meadowbrook Dr. Olathe, Kansas 66062 (“Sponsor**”**). This promotion is in no way sponsored, endorsed, or administered by, or associated with Facebook, Inc., Instagram, Inc. Pinterest, Inc., or any person or entity other than Athlon Optics.
3. **ELIGIBILITY:**  The Promotion is open to all legal residents of the 50 United States and the District of Columbia who are 18 (19 in AL/NE, 21 in MS) years of age or older as of date of entry, excluding residents of New York, Florida, and Rhode Island. Void where prohibited by law. Subject to all federal, state and local laws. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. Employees, directors, or officers of the Sponsor and their immediate family members (spouse, parents, stepparents, children, step-children, siblings and their respective spouses, regardless of where they reside) and those living in the same household of each such employee, director, and officer, whether or not related are not eligible to enter or partake in a Prize.
4. **HOW TO ENTER**:  You may enter the Promotion by: (1) Completing the webpage entry form at athlonoptics.com/giveback (“Giveback Webpage”). You may access the Giveback Webpage by typing in the web address or by scanning a QR Code or clicking on a link provided in Sponsor’s marketing materials, digital communications, or social media pages that advertise the Promotion.  (2) Submitting a postcard to Athlon Optics c/o Athlon Shooting Sports Giveback Promotion, 801 N. Meadowbrook Dr. Olathe, Kansas 66062 Include your first and last name, street address, city, state, zip code, telephone number, valid email address, name of event you participated in, the type of event, event location, and title of the Promotion you are entering. All mail-in entries must be postmarked within the Promotion Period and received within five (5) days thereafter. Sponsor is not responsible for lost, late, incomplete, illegible, or postage due mail or entries.

In the event of a dispute, the natural person associated with the email account used to enter will be deemed to be the entrant. No robotic, programmed, script, macro or other automated entries (collectively “automated entries”). Automated entries, or, multiple entries by the same person, or entries that have been tampered with will result in disqualification of all such entries.

If entering via a mobile phone or other web-enabled device and using your wireless carrier’s network, standard data charges from your wireless carrier may apply. Enter using an Instagram, Facebook, or Pinterest account registered in your name.  Multiple entrants may not share the same Instagram, Facebook, Twitter, or Pinterest account

Entries submitted by persons who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Submission of an entry is subject to, and all entrants must comply with, all policies, terms and conditions set forth in these Official Rules. Proof of submission does not constitute proof of receipt.

1. **QUANTITY, PRIZES, APPROXIMATE RETAIL VALUE (ARV):** Each of four (4) Quarterly Prize Package Winners will receive $5,000 in U.S. funds and Athlon products valued at approximately $5,000 MSRP. The one (1) Grand Prize Package Winner will receive $20,000 in U.S. funds and Athlon products valued at approximately $5,000 MSRP.

Winners acknowledge that the Sponsor has neither made, nor are in any manner responsible or liable for, any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize or regarding the use, value or enjoyment of the prize. PRIZES ARE AWARDED “AS-IS’’ AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.  SPONSOR (INCLUDING EACH OF ITS RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY ARISING FROM USE OR REDEMPTION OF A PRIZE, AS FURTHER SET FORTH IN THESE OFFICIAL RULES, INCLUDING BUT NOT LIMITED TO ANY DAMAGES OR INJURIES SUSTAINED BY A WINNER FOR ANY REASON, INCLUDING FROM ANY PART OF THE PRIZE OR ANY OTHER CAUSE(S) BEYOND SPONSOR’S REASONABLE CONTROL.

The prizes will be awarded if properly claimed according to the Official Rules.

If a Prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute Prize of equal or greater retail value may be awarded. If a Winner cannot accept a Prize, or any portion thereof, as stated, the Prize may be forfeited at the sole discretion of Sponsor. The value of the Prize represents Sponsor’s good faith determination of the maximum retail value thereof. No refunds or credit for changes are allowed. The stated or estimated value of any Prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the value is estimated for purposes of these Official Rules and the date the Prize is awarded or redeemed. Should the actual value of a prize be less than the ARV stated, the difference will not be awarded in cash. Only the prize and the value listed in the Official Rules shall be awarded. The right to receive a prize is non-assignable and non-transferable and no prize substitution, exchange or cash equivalent will be allowed except by the Sponsor who reserves the right to substitute a prize (or portion of prize) of equal or greater value in case of unavailability of a prize or force majeure. Prize or prize notification that is returned as undeliverable will disqualify the winner and an alternative winner shall be selected in random drawings at the sole discretion of the Sponsor.

1. **COMPLIANCE WITH LAWS AND TAXES.** The Promotion is void where prohibited. If any provision of this Promotion shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. All federal, state and local laws and regulations apply. All taxes are winner’s responsibility and, to the extent applicable, a Form #1099 may be issued to a prizewinner for the value of the prize as stated above or the actual value.
2. **PROMOTION AND PUBLICITY.** Acceptance of a prize constitutes permission to use, in perpetuity (except for resident’s of Tennessee who shall grant permission for 15 years only) the winner's name, voice and likeness and any and all identifying characteristics for promotional, advertising and publicity purposes by Sponsor; this permission includes, but is not limited to, the taking of photographs and/or videos by Sponsor's photographer/videographer or the requesting of a photograph by Sponsor for publicity purposes, without further consent or compensation, unless prohibited by law and winner agrees to execute any and all documents requested by Sponsor to convey such rights to own all the results thereof. Nothing contained herein shall be deemed to obligate Sponsor to make use of any of the rights granted herein and winner waives any right to inspect or approve any such use of any and every nature and kind. Sponsor and Promotion Entities are not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at Promotion Entities’ sole discretion, without further obligation or compensation, unless prohibited by law.
3. **ODDS OF WINNING:** Odds of winning depend on the number of entries to the Promotion.
4. **WINNER SELECTION AND NOTIFICATION:**You are not a winner until your eligibility has been verified, and it is determined that you have complied with all terms of these Official Rules. Winners will be selected via a random drawing conducted by the Sponsor, from all eligible entries.

The prizes will be awarded if properly claimed according to the Official Rules. POTENTIAL WINNERS WILL BE CONTACTED BY TELEPHONE AND/OR MAIL AND/OR EMAIL, IN SPONSOR’S DISCRETION, USING POTENTIAL WINNER’S SUBMITTED CONTACT INFORMATION OR INFORMATION SUBMITTED BY MAIL IN ENTRY. The selected winner will be asked to verify that they actually attended the event, or in the case of the grand prize drawing, verified to have used an Athlon Optic before the winner is announced. The failure to respond timely to the notification within 3 days (72 hours) may result in forfeiture of the Prize and the Sponsor will randomly select an alternate Winner from among the remaining eligible entries.

Winners will be notified by telephone and/or mail and/or email, at the sole discretion of Sponsor, using potential winner’s contact information or mail in contact information, within approximately five (5) days of the drawing date. Selected winner will be required to respond (as directed by the Sponsor) to the notification. The failure to respond timely to the notification within 3 days (72 hours) may result in forfeiture of the Prize and the Sponsor will randomly select an alternate Winner from among the remaining eligible entries. Winner may be required to verify address and return within five (5) days (or a shorter time if required by exigencies) an affidavit of eligibility, competed tax forms, a liability release, and, unless prohibited by law, a publicity release (collectively, the “Prize Claim Documents”) covering eligibility, liability, advertising, publicity and media appearance issues. Failure to return the Prize Claim Documents within the specified time period may result in forfeiture of the Prize and selection of an alternate Winner from the remaining eligible entries for that Prize. A Prize will not be awarded until all such properly executed, required Prize Claim Documents are returned.

Winner must present adequate personal identification, show a valid U.S. driver’s license and insurance (if applicable) prior to taking possession of Prize. Prize is based on availability and certain restrictions apply. Upon delivery of the Prize to the Winners, Sponsor will be deemed to have awarded the Prize to the winner with winner assuming full responsibility for the Prize. Winners must sign an Affidavit of Eligibility, Release of Liability, and a Publicity Release prior to receiving Prize.

1. **CONDITIONS OF PARTICIPATION/RELEASES:**Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor’s reasonable control impairs the integrity or proper functioning of the Promotion or for any reason whatsoever, as determined by Sponsor in its sole discretion. Sponsor is not responsible for lost, interrupted, or unavailable network, server, or other connections, garbled transmissions or miscommunications, telephone transmission problems; computer or software malfunctions or damage to a user’s computer equipment (software or hardware); technical failures; or other errors or malfunctions of any kind whether human, mechanical, electronic, or otherwise. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In such event, Sponsor reserves the right to conduct the Promotion and award the Prizes by means of a random drawing comprised of all non-suspect eligible entries prior to and/or after (as appropriate) the action taken by Sponsor or otherwise award the Prizes in a manner which is fair, appropriate and consistent with these Official Rules, as determined by Sponsor in its sole discretion. Any notice of termination, modification or suspension of the Promotion will be posted on the Athlon Shooting Sports Giveback Webpage.

Promotion is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. By participating, each entrant agrees to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. By participating in this Promotion and/or by accepting any Prize that they may win, each entrant agrees to release the Sponsor and Promotion Entities, Facebook, Inc., Instagram, Inc., and Pinterest, Inc., and each of their respective parent, subsidiary and affiliated companies, units and divisions; each of their respective officers, directors, agents, representatives and employees; and each of these companies and individuals' respective successors, representatives and assigns (collectively, the "Released Parties") from any and all claims, actions, damages, demands and liabilities of whatever nature or kind arising out of, or in connection with the entrant’s participation or attempted participation in the Promotion, including, without limitation, the administration of the Promotion, the confirmation of winners, and the arranging, awarding and use of a Prize. Without limiting the generality of the foregoing, the Released Parties are not responsible for (i) the incorrect or inaccurate capture of entry information; (ii) late, lost, stolen, contain false information, damaged, misdirected, garbled or incomplete entries, transmissions or transactions, those that are altered or otherwise irregular, have been submitted through illicit means or do not conform with or satisfy any or all of the conditions of the Official Rules; (iii) any loss, damage, or claims caused by, or in any way related to an awarded Prize or the Promotion itself; (iv) failure of any operations or transmission of information during the Promotion Period, including, without limitation, any problems, human or technical, errors, lost, delayed, garbled or corrupted data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or transmission lines, technical malfunctions of any computer online systems, servers, access providers, computer equipment, software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including, without limitation, any injury or damage to an entrant’s or any other person's computer related to or resulting from participating in or downloading any material connected to the Promotion, all of which may affect a person’s ability to participate in the Promotion; (v) any errors, omissions, incorrect or inaccurate information in any Promotion-related materials, including, without limitation, printing or advertising errors or the failure of or problems with any equipment or programming associated with or used in the Promotion howsoever caused; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (vii) any claims regarding the accepting, arranging, awarding or use of a Prize; (viii) all liability, loss, or damages arising from or in connection with any Promotion-related sites or activities; (ix) any injuries, losses or damages of any kind caused by the Prize or resulting from acceptance, possession or use of a Prize, or from participation in the Promotion; or (x) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind. Entry material/data that has been tampered with or altered is void. By participating in the Promotion each Entrant (including Winners) agrees to be bound by these Official Rules and the decisions of Sponsor, and agrees to defend, indemnify, release and hold harmless the Released Parties from and against any and all losses, demands, damages, rights, claims, injuries, actions and liabilities of any kind arising out of, related to or in connection with (i) the Promotion or (ii) receipt or redemption of the Prize. The Winners assume all liability for any injury, death, or damage caused, or allegedly caused, by participating in this Promotion or use or redemption of the Prize.

The Released Parties shall not be liable for: (i) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (ii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iii) any injuries, losses or damages of any kind caused by the Prize or resulting from acceptance, possession or use of a Prize, or from participation in the Promotion; or (iv) any printing, typographical, human administrative or technological errors in any materials associated with the Promotion. Released Parties disclaim any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Promotion.

Sponsor may prohibit any entrant from participating in the Promotion or winning a Prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, acting in an unsportsmanlike manner or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor’s representatives.  CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROMOTION. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

Entrants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any Prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Utah or the appropriate Utah State Court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys’ fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant 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.  SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.  All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Kansas without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Kansas. Entry in the Promotion shall constitute irrevocable submission to the exclusive jurisdiction of the Johnson County District Court of the State of Kansas for all disputes related to or arising out of the Promotion.

1. **FORCE MAJEURE:** Released Parties shall not be liable to a Winner or any other person for failure to supply a Prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, 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, network or computer problems, internet problems, hacking, computer viruses, unauthorized computer access, tampering, pandemic, or any other cause beyond Sponsor’s sole control. Released Parties shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air carrier(s), hotel(s), or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. Released Parties shall not be liable for any loss or damage to baggage.

1. **PRIVACY POLICY**:  Any personal information supplied by entrants to Sponsor will be subject to Sponsor’s privacy policy posted at https://athlonoptics.com/privacy-policy/, which may be modified from time to time. By entering the Promotion, entrants grant Sponsor permission to correspond with them via the contact information listed on their entry or rewards membership. If entrants elect to opt-in to receive specific offers from any of the other Promotion Entities at any time, the information provided by entrants during such opt-in will be subject to such Promotion Entities’ privacy policy and terms of service and the entrants agree to receive additional email communication from that company. Promotion Entities will not sell, rent, transfer or otherwise disclose entrant’s personal data to any third party other than the other Promotion Entities and as explicitly described herein and Sponsor’s privacy policy.
2. **RULES GOVERN**. In the event of any discrepancy or inconsistency between these Official Rules and disclosures or other statements contained in any Promotion-related materials, these Official Rules shall prevail, govern and control.
3. **SEVERABILITY:**The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
4. **PRIZE WINNER LIST**:  To obtain a copy of these Official Rules or for notification of the Winner, mail a self-addressed, stamped envelope (VT residents need not affix return postage on requests for rules) to:  “Athlon Optics c/o Athlon Shooting Sports Giveback Winners List, 801 N Meadowbrook Dr. Olathe, Kansas 66062.” Requests for winners' lists must be received no later than three (3) months after the end of the Promotional Period.

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