

**Proof Research \$940 Gift Certificate Giveaway Sweepstakes**

**OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN**

**A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING**

**VOID WHERE PROHIBITED**

1. **DESCRIPTION:** The 2017 OpticsPlanet, Inc. **Proof Research \$940 Gift Certificate Giveaway Sweepstakes** (the "Sweepstakes"), begins on December 14, 2017 at 10:00:00 AM Central Time and ends December 20, 2017 at 11:59:59 PM Central Time ("Sweepstakes Period"). By participating in the Sweepstakes, each entrant ("Participant") unconditionally accepts and agrees to comply with, abide by, and be bound by these Official Rules and the decisions of OpticsPlanet, Inc. (the "Sponsor"). Further, the Participant accepts and agrees that the decision of the Sponsor shall be final and binding in all respects.

2. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the United States and the District of Columbia (excluding Rhode Island, US territories and possessions), who are eighteen (18) years of age or older at the time of entry and have a valid email address. Individuals in any of the following categories are not eligible to participate or win prizes in the Sweepstakes: (i) any individual who was or is an employee in any position at OpticsPlanet, Inc., its parents, affiliates, or subsidiaries; (ii) individuals who are immediate family members of OpticsPlanet, Inc. employees, including spouses, dependents, siblings, parents, biological, adoptive or step father, mother, brother, sister, son or daughter, and each of their respective spouses, or individuals who reside in the same household, whether related or not; (iii) individuals who are engaged in the development, production or distribution of the prizes supplied for the Sweepstakes or the Sweepstakes materials. Void where prohibited by law. Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

3. **HOW TO ENTER:** You may enter the Sweepstakes in one of the following ways:

(i) Visit [www.gearexpert.com](http://www.gearexpert.com) during the Sweepstakes period. Follow the instructions for submitting an entry. Limit of one (1) online entry per person/email address for the duration of the Sweepstakes. Persons or entities using devices, scripts or other automated or mechanical

means in an attempt to enter the Sweepstakes multiple times will be disqualified. All entries must be submitted by the close of the Sweepstakes Period. (ii) Alternate Form of Entry: Participants may also enter the Sweepstakes without going to the Website through the alternate method of entry (“AME”) described herein. To enter, print your first and last name and a valid email address on a 3" x 5" card, and send in an envelope with the proper postage affixed to OpticsPlanet, Inc. Attn: 2017 OpticsPlanet, Inc. **Proof Research \$940 Gift Certificate Giveaway** Sweepstakes, 3150 Commercial Ave. Northbrook, Illinois 60062 (“AME”). All AME must be received by the close of the Sweepstakes Period. By entering, Participant agrees to receive promotional communication from Sponsor. Limit one (1) entry per person per mailing/email address. Any additional submissions by the same person during the Sweepstakes Period will be void, and all submissions made by that individual email address will be void.

**NO PURCHASE IS NECESSARY.** Making a purchase will not increase your chance of winning. All entries become the property of the Sponsor and will not be returned to the Participant or acknowledged by the Sponsor.

4. **RANDOM DRAWING:** The winners will be selected in drawings conducted by a randomized system on or about December 27, 2017. The drawing will determine the winners for each prize from all eligible entries received by the Sponsor. No individual/email address may be eligible for more than one prize. If a Participant is found to be ineligible, has not complied with the Official Rules, is unavailable for notification, or declines a prize for any reason, prior to award of the prize, such Participant will be disqualified and an alternate winner may be selected from the remaining eligible entries. Decisions by the Sponsor are final and binding.

5. **ODDS:** The odds of winning will depend upon the number of eligible entries received.

6. **PRIZES:** One (1) Grand prize package consisting of the following will be awarded to one Participant:

- one (1) Gift Certificate Redeemable at OpticsPlanet.com to be used towards the purchase of a Proof Research Barrel or other product, subject to compliance with applicable laws and regulations (Approximate Gift Certificate Value: \$940.00)

Winners are responsible for all costs associated with receipt and use of the prizes, including any applicable federal, state, and local taxes, and may be issued an IRS 1099 Form depending on value of Prize. Prizes are awarded with no warranty or guarantee, either express or implied by Sponsor. Prizes are not transferable, substitutable, or redeemable for cash, except Sponsor, at its sole discretion, reserves the right to substitute a prize for a prize of comparable or greater value, including substitution of Account Credit for a prize of comparable or greater value at any of Sponsor's other web properties. Winners may be required to submit an export compliance certification, domestic compliance certification, affidavit of eligibility, publicity release and liability waiver, where legal, winners must provide a mailing address, and winner may be required to sign a waiver of rights for the winner's full given name to be used by the Sponsor or affiliated parties for any marketing purposes or sweepstakes materials. Acceptance of any prize constitutes permission for the Sponsor and any third party it designates to use each winner's name, city and state of residence and likeness for advertising purposes in all media now or hereafter, throughout the world in perpetuity, without further release, compensation, permission, consent, or notification, unless prohibited by law. Any awarded prizes may be controlled by the U.S. export laws and regulations, and sponsor reserves the right to inquire into end use, end user, and country of ultimate destination.

**7. WINNER NOTIFICATION:** The potential winners will be contacted on or about January 3, 2018. Potential winners will be sent a notice by email ("Winner Notification") to the email address provided by Participant upon entry. In addition, potential winners will be sent any affidavits of eligibility, publicity release, liability waiver, and other necessary documentation, such as W9, No Export Certification, and Domestic Compliance Certification ("Prize Documentation") to the email address provided by Participant upon entry. If a potential winner fails to return the Prize Documentation by the deadline indicated in the Winner Notification email, that potential winner will forfeit the prize. Winners are required to complete and return Prize Documentation to receive any prize. Under such circumstances, Sponsor may award any forfeited prizes to an alternate winner. Alternate winners will be selected according to Rule 4. Any alternate winner who will be notified as described above will be required to complete and return the Prize Documentation in accordance with the provisions above. Only three (3) alternate winners will be selected, after such the prize will remain unawarded.

**8. GENERAL RULES:** By entering the Sweepstakes each Participant agrees that (i) Participants will abide by and be bound by these Official Rules, and Participants will abide by and be bound by the decisions of the Sponsor, which are final and binding in all matters; (ii) Participant understands all decisions by the Sponsor shall be final and binding and no appeals will be permitted; (iii) Participant understands prizes are non-assignable or transferable, and cannot be substituted as provided herein. Sponsor, however, reserves the right to substitute a prize at its sole discretion; (iv) By participating in the Sweepstakes, Participant agrees to release, discharge and hold harmless Sponsor, OpticsPlanet, Inc. and all parent companies, subsidiaries, affiliated companies, and their respective officers, directors, shareholders, employees, agents, attorneys and representatives (collectively referred to as the "Released Parties") from any and all claims, demands, and liability whatsoever resulting from participation in the Sweepstakes, acceptance, possession, misuse or use of a prize, or dissatisfaction in connection with acceptance, possession, misuse or use of a prize or participation in the Sweepstakes; (v) Released Parties shall not be liable for any losses, damages, demands, or injuries of any kind resulting from or in connection with the Sweepstakes, including but not limited to those related to defamation, privacy rights, portrayal in a false light, injuries or losses caused by a prize or any other cause of action; (vi) If the identity of any online Participant is disputed, online entries will be deemed to be made by the authorized account holder of the email address for which entry was submitted; (vii) Released Parties are not responsible for lost, inaccurate, misdirected, undeliverable, illegible, postage-due mail, incomplete, stolen, unfinished, deficient entries or email, or for any unavailable network, server, Internet Service Provider, connection, availability of website, failed computers, or any other technical, computer or electronic malfunctions, failures, difficulties, or errors of any kind whether human, mechanical, technical, electronic, computer, network, typographical, or otherwise relating to or in connection with the Sweepstakes, including any errors, technical or otherwise, that may occur in connection with the administration of the Sweepstakes, the capturing or processing of entries, or the announcement of the prizes; (viii) Mechanically reproduced, illegal, forged, software generated or other automated entries will not be accepted and all such entries will be disqualified; (ix) Participants or individuals in violation of any of these Official Rules will be disqualified and their entries will be void; (x) Released Parties are not responsible for any damage or injury caused by participation in this Sweepstakes; (xi) If any virus, bug or other technical difficulty causes delay in the Sweepstakes or compromises the

integrity of the Sweepstakes, the Sponsor retains the right to modify, suspend or terminate the Sweepstakes; (xii) Details not specified herein will be determined at the sole discretion of Sponsor; (xiii) The Sponsor's database clock will be the official timekeeper for the Sweepstakes; (xiv) Information collected in connection with this Sweepstakes will be used in accordance with the Sponsor's Privacy Policy located at <http://www.opticsplanet.com/privacypolicy.html> and Participant agrees that all Prize Documentation and any necessary personal information of winner may be shared between Sponsor, and with any necessary third parties for purposes of awarding the Prize, tax purposes, and any other purpose for effecting transfer, reporting of such prize, or compliance with any applicable laws and regulations; (xv) Participant grants Sponsor and its subsidiaries and affiliates, and those acting with their authority, without additional compensation, consideration, or notice or permission to use, adapt, reproduce, distribute, display, copy, modify, create derivative works, publicly perform, exhibit, distribute, transmit or broadcast or otherwise use whether alone or in combination with other materials in any media now or hereafter developed, Participant's name, address, visual likeness, photograph, voice, and biographical and personal background information, statements, without limitation, in whole or in part, worldwide in connection with the promotional or marketing activities of Sponsor and/or its subsidiaries or affiliates; (xvi) This Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**9. CONDITIONS OF PARTICIPATION:** As condition of participating in the Sweepstakes, Participant agrees: (i) All questions or issues arising out these Official Rules, the Sweepstakes, or the rights and responsibilities of the Sponsor or Participant shall be governed by and construed in accordance with the procedural and substantive laws of the State of Illinois, without giving effect to the rules or provisions of any other state's laws. Participant acknowledges and consents to Illinois courts having personal jurisdiction over any dispute or litigation arising out of or relating to this Sweepstakes, and venue will only be in Illinois; (ii) Participant hereby waives all rights to claim punitive, consequential, incidental or other damage in connection with the Sweepstakes, and under no circumstances will Participant be able to obtain awards for, or connection with participation in the Sweepstakes; (iii) Participant shall not be entitled to receive attorneys' fees or other costs in connection with the Sweepstakes or any issue arising from the Sweepstakes; (iv) Any causes of action arising out of or connected with this Sweepstakes shall be resolved

individually and exclusively through final and binding arbitration, without resort to any form of class action; (v) Sponsor reserves the right to modify, terminate or suspend the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is not feasible or malfunction, technical or otherwise, has impaired the feasibility or integrity of the Sweepstakes, including any event beyond Sponsor's control, including but not limited to, fire, flood, earthquake, or other act of God, or any equipment failure, or any other reason outside the Sponsor's control.

10. **DISQUALIFICATION:** At Sponsor's sole discretion, Sponsor reserves the right to disqualify any individual or Participant who has tampered, disrupted, or undermined the legitimacy of the Sweepstakes. Sponsor reserves the right to disqualify any Participant who acts in any manner that is disruptive, not fair or equitable, or harasses other Participants or Sponsor. Sponsor reserves the right to seek damages and other remedies from any such Participant to the fullest extent permitted by law, and Sponsor shall be entitled to all applicable attorneys' fees.

11. **INVALIDITY:** If any provision in these Official Rules is determined to be unenforceable, invalid, or illegal, these Official Rules should otherwise remain in effect and shall be construed in accordance with their terms as if the unenforceable, invalid or illegal terms were not contained herein. In the event of any discrepancies or inconsistencies between these terms, disclosures and any other Sponsor materials, these Official Rules prevail, govern, and control.

12. **DATA COLLECTION:** Email addresses submitted in connection with the sweepstakes are treated in accordance with Sponsor's Privacy Policy located at <http://www.opticsplanet.com/privacypolicy.html> Participant agrees that all Prize Documentation and any necessary personal information of winner may be shared between Sponsor and with any necessary third parties for awarding the Prize, tax purposes, and any other purpose for effecting transfer, reporting of such prize, or compliance with any applicable laws and regulations. The terms and condition of these Official Rules shall prevail in any conflict between the Official Rules and such Privacy Policies.

13. **WINNERS LIST:** To receive the official "Winners List" for the Sweepstakes, email us at [marketing@opticsplanet.com](mailto:marketing@opticsplanet.com) with a subject line of "**Proof Research \$940 Gift Certificate**

**Giveaway Sweepstakes".** The Winners List will be available after January 24, 2018. Requests for Winner's List must be received by February 21, 2018.

14. **OFFICIAL RULES:** To receive a copy of these Official Rules, email us at [marketing@opticsplanet.com](mailto:marketing@opticsplanet.com) with a subject line of "Official Rule Request". Requests for Official Rules must be received by January 24, 2018.

Sponsor: OpticsPlanet, Inc., 3150 Commercial Ave. Northbrook, Illinois. 60062

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