

Smith & Wesson NBS Spring Semi-Annual Market 2024 Sweepstakes Official Rules (“Official Rules”)

1. **NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING.**

2. **GENERAL.** The Smith & Wesson NBS Spring Semi-Annual Market 2024 Sweepstakes (the “Sweepstakes”) begins at 9:00 AM Central Standard Time (CST) on February 2, 2024, and ends at 4:00 PM CST on February 3, 2024 (the “Entry Period”). Eligible contestants may enter by following the steps set out in paragraph 4 of these Official Rules. **The prize is a Rolex Datejust 41mm Watch and a Smith & Wesson Model 640 Pro Revolver with a verifiable retail value, respectively, of \$16,000 and \$959, for a total verifiable retail value of \$16,959. One prize winner will be randomly selected at 4:00 PM CST on February 3, 2024 at the NBS Spring Semi-Annual Market at the Fort Worth Convention Center in Fort Worth, Texas. The odds of winning will depend on the number of eligible entries submitted.** Entry in the Sweepstakes does not constitute entry into any other contest, sweepstakes or promotion. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Smith & Wesson Brands, Inc. (“Smith & Wesson”), which shall be final and binding in all respects. **THE SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED.**

3. **ELIGIBILITY REQUIREMENTS.** The Sweepstakes is open to legal residents of the United States who are 21 years of age or older and will be attendance at the NBS Spring Semi-Annual Market 2024 at the Fort Worth Convention Center in Fort Worth, Texas (“Eligible Contestants”). Sweepstakes entrants in eligible U.S. states must be able to legally own and possess a firearm in their state of legal residence. This Sweepstakes is not open to any persons who are prohibited by any law from owning or possessing firearms, or to residents of states or jurisdictions where owning/possessing the firearm prize (or any part thereof) is prohibited or restricted by applicable law. Employees, officers and directors of Smith & Wesson (and its parents, affiliates, subsidiaries, divisions, advertising, promotional, fulfillment and marketing agencies, collectively, “Smith & Wesson” or “Sponsor”) are not eligible to participate in the Sweepstakes. In addition to such individuals, the members of their immediate families (parents, children, siblings, and spouse) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes. The Sponsor reserves the right, in its sole discretion, to require proof of eligibility, to make the final decision on eligibility, and to reject individuals who fail to meet these eligibility requirements. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

4. **HOW TO ENTER.** To enter the Sweepstakes, Eligible Contestants must be in attendance at the NBS Spring Semi-Annual Market 2024 at the Fort Worth Convention Center. The Sweepstakes is associated with a sales promotion at the Smith & Wesson booth. Eligible Contestants may enter by visiting the Smith & Wesson booth and either (i) purchasing \$10,000 worth of merchandise (**excluding any sales for the Model 1854**) at the booth and providing their name, email address, and telephone number at the time of the purchase, or (ii) filling out an Alternative Free Method of Entry card with their name, email address, and telephone number. Entry cards will be available to fill out at the Smith & Wesson booth. **A purchase is not required under this Alternative Free Method of Entry.**

Illegible or incomplete entry cards that do not include the name, email address, and telephone number of the Eligible Contestant will not be considered.

5. **RANDOM DRAWINGS FOR PRIZES AND WINNER NOTIFICATION.** A prize winner will be selected at 4:00 PM CST on February 3, 2024, through a random drawing of all eligible entries received on that day. The random drawing will take place in the Smith & Wesson booth and the winner will be announced immediately following the drawing. The winner is not required to be present for the drawing and will be contacted through the telephone number and/or email address provided. Winners must meet all eligibility requirements. **The awarding of a prize does not obligate the winner to any purchase or commitment to the Sponsor.** If Sponsor is unable to contact the winner or the winner does not respond to Sponsor within five (5) business days of Sponsor's first notification or otherwise refuses the prize, the prize will be forfeited and may be awarded to an alternate winner. Entry in the Sweepstakes will be deemed to be confirmation of a winner's agreement to be bound by these Official Rules and the decisions of the Sponsor. Sponsor will arrange for shipping of the prize to the winner subject to the winner providing a physical address within the United States to receive the prize.

6. **PRIZE VALUE.** The prize for the drawing is a Rolex Watch and a Smith & Wesson Model 640 Pro Revolver with a verifiable retail value, respectively, of \$16,000 and \$959, for a total verifiable retail value of \$16,959. One winner will receive both the Rolex Watch and the Smith & Wesson Model 640 Pro Revolver; they will not be awarded separately to two winners. Additionally, Sponsor will pay for shipping of each prize. **Winner of the prize is responsible for any additional costs or fees, including but not limited to, any federal, state, and local tax associated with the receipt of such prize.**

7. **ODDS.** Odds of winning depend on the total number of eligible entries. One entrant will be selected from the total number of eligible entries received.

8. **CONDITIONS OF PARTICIPATION.** Entrants agree (a) to abide by these Official Rules and all decisions of Sponsor which shall be final in all respects relating to the Sweepstakes; (b) that Released Parties (as defined below in paragraph 10), except to the extent any Released Party acts in his or her individual capacity as an entrant in the Sweepstakes, will have no liability whatsoever for, and shall be held harmless by winners against any liability for any injuries, losses or damages of any kind to persons, including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, enjoyment, use or misuse of any prize or participation in the Sweepstakes or any Sweepstakes-related activity, or for any typographical or other error in the printing, offering or announcement of any prize via entry forms, posters or any other media; (c) except where legally prohibited, grant (and agree to confirm that grant in writing) permission for Sponsor and those acting under their authority to use his/her name, address, e-mail address, photograph, voice and/or likeness, for advertising, trade and/or publicity purposes without additional compensation in all media now known or hereafter discovered, worldwide and on the Internet, without notice, review or approval subject to their consent; receipt of the Prize is not contingent upon consent to use an Entrant's name for promotional purposes; (d) Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation; and (e) Sponsor may disqualify anyone from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that such person is attempting to undermine, tamper with, or abuse any aspect of the Sweepstakes, by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives.

ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

9. **TAX LIABILITY. THE WINNER OF THE PRIZE WILL BE RESPONSIBLE FOR ANY APPLICABLE FEDERAL, STATE, OR LOCAL TAXES RELATED TO THE PRIZE.** The winner may be required to submit his or her social security number or tax payer ID number to the Sponsor in order to claim the applicable prize and may be required to complete a W9 Form. The winner may be issued a 1099 U.S. Tax Form for the retail value of the prize. All entrants agree that information provided by the Sponsor is not advice, including but not limited to, tax advice or legal advice, and every entrant is advised to consult a professional, including a tax professional.

10. **LIABILITY AND RELEASE.** By participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor and its respective officers, directors and employees (collectively, the "Released Parties"), from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail in shipping the prize; (e) errors in the administration of the Sweepstakes or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Sponsor's liability will be limited to actual damages equal to the entrant's cost of attendance at the NBS Spring Semi-Annual Market 2024, and in no event shall the Sponsor be liable for attorney's fees. Entrant waives the right to claim any other damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

11. **PARTICIPANT'S PERSONAL INFORMATION.** Information collected from Eligible Contestants is subject to the Sponsor's Privacy Policy, available at <https://www.smith-wesson.com/privacy-policy>.

12. **GOVERNING LAW.** All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of Eligible Contestants and Sponsor in connection with the sweepstakes promotion, shall be governed by, and construed in accordance with federal law and the laws of the State of Tennessee, without giving effect to the conflict of laws rules thereof.

13. **SEVERABILITY.** Each of the terms of these Official Rules operates separately. If any court of relevant authority decides that any of them are unlawful or unenforceable, the remaining terms will remain in full force and effect.

14. **SPONSOR:** Smith & Wesson Brands, Inc., 1852 Proffitt Springs Rd., Maryville, TN 37801, (800) 331-0852.