The FPC ACTION FOUNDATION FPCAF-2024-07 Sweepstakes (the "Sweepstakes") Official Rules ("Official Rules")

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the fifty (50) United States or the District of Columbia.

1. DATES OF SWEEPSTAKES. Sweepstakes begins at 12:00:01am Pacific Time ("PT") on November 1, 2024, and ends at 11:59:59pm PT on November 30, 2024 (the "Sweepstakes Period"). Entries that are submitted before or after the Sweepstakes Period will be disqualified.

2. ELIGIBILITY. The Sweepstakes is open only to legal residents of the fifty (50) United States, the District of Columbia or Puerto Rico, who are eighteen (18) years of age or older or the age of majority in their state of residence (which is nineteen (19) in Alabama, Nebraska, twenty-one (21) in Mississippi, and eighteen (18) in all other states) as of the date of entry (the "Entrant"). Void outside of the fifty (50) United States and the District of Columbia, and where prohibited, taxed, or restricted by law.

If the Prize (as defined herein) is a regulated item such as but not limited to a firearm or ammunition as defined under applicable law, no person that, during the pendency of this sweepstakes and prior to its termination, is or otherwise becomes prohibited from possessing, acquiring, or transporting that prize is eligible to enter or win this Sweepstakes.

Officers, directors, managers, and employees of FPC Action Foundation ("FPCAF," the "Sponsor"), and each of its respective parents, subsidiaries, affiliates and related companies and their respective advertising and promotion agencies, consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Sweepstakes (collectively the "Sweepstakes Entities") are not eligible to participate. "Immediate family member" shall be deemed to mean husband, wife, children, mother, father, sister, sister in-law, brother, or brother in-law. Sweepstakes may only be entered in or from the fifty (50) United States and the District of Columbia, and entries originating from any other jurisdiction are not eligible for entry. All federal, state, and local laws and regulations apply.

3. HOW TO ENTER. (A) There are two (2) ways to enter the Sweepstakes:

(i) **CONTRIBUTION.** Entrants make a financial contribution to Sponsor within the Sweepstakes Period may navigate to the online entry form at https://secure.fpcactionfoundation.org/fpcaf-general-donate (the "Contribution Website"), complete the form in its entirety, and click the "Donate" button (or its "Submit" button equivalent) to receive one (1) entry into the Sweepstakes.

(ii) **ALTERNATIVE MEANS OF ENTRY.** To become an Entrant without making a purchase or financial contribution, navigate to the online entry form at https://forms.fpcactionfoundation.org/landing/fpcaf-2024-07-free-entry (the "Contribution Website"), complete the form in its entirety, and click the "Submit" button (or its equivalent) to receive one (1) entry into the Sweepstakes. Multiple entries submitted or completed by anyone other than the Entrant are void.

(B) Regardless of the entry method used to enter the Sweepstakes, there is a limit of one (1) entry per Entrant for the entire Sweepstakes Period. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant's entry, and that Entrant may be disqualified from the Sweepstakes. Entries submitted by anyone other than the Entrant are void. In case of dispute as to the identity of any Entrant, entry will be declared made by the registered name and address on such entry. Any potential prize winner may be requested to provide Sponsor with proof that such person is the prize winner.

(C) Neither Sponsor nor any Sweepstakes Entity is responsible for any entry that is lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, postage-due, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor or Sweepstakes Entity.

4. DRAWING/ODDS. Within thirty (30) calendar days of the end of the Sweepstakes Period, the potential Prize winner will be selected in a random drawing from all eligible entries received by the Sponsor Representative. If there is more than one prize, the first selected potential winner will be for the first listed prize, the second potential winner for the second listed prize, and so on until all prizes have been exhausted.

Odds of winning depend on the number of eligible entries received for the Sweepstakes. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which will be final and binding in all matters relating to the Sweepstakes. Winning a prize is

contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

To be eligible to receive the Prize, all Entrants must have an address on file with the Sponsor or have provided an address when prompted at the time of entry. In the event that an Entrant has an incomplete address, the Entrant will be disqualified, and an alternate Prize winner will be selected in a random drawing.

5. PRIZE. One (1) prize will be awarded which will be a Q Sugar Weasel (SKU SW-556-16IN-RIFLE-BL; Serial ME01307) and included Surefire M640DF Turbo light and Aimpoint Duty RDS red dot sight (the "Prize"). Total approximate retail value ("ARV") of the Prize to be awarded is $2,599.96. Prize pictured in contest marketing or related imaging are representative and not necessarily the actual prize.

In the event that Sponsor is unable to provide a winner with the Prize, Sponsor may elect, in its sole and absolute discretion, to provide a winner with cash or an alternate prize of equal or greater value.

6. PRIZE RESTRICTIONS. Limit of one (1) prize per person/household. The Prize is non-transferable or assignable and no substitutions or cash redemptions, except at Sponsor's sole discretion or as otherwise provided herein. Sponsor will not replace a lost or stolen Prize. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Each prize winner is solely responsible for all applicable federal, state, and local taxes, including taxes imposed on his/her income. No more than the stated number of prizes set forth in these Official Rules will be awarded.

7. NOTIFICATIONS. The potential Prize winner will be notified by the Sponsor or its designee by email and/or phone within thirty (30) calendar days of the drawing (the "Notification"). The Prize winner must respond to Notification within seven (7) calendar days of the first Notification. In the event the potential Prize winner fails to respond to the Notification within seven (7) calendar days of first Notification to the potential winner or if it is determined by Sponsor, in their sole discretion, that a potential Prize winner is not eligible in accordance with these Official Rules, an alternate Prize winner will be selected at random from among the remaining non-winning eligible entries received during the Sweepstakes Period.

The potential Prize winner will be required to sign and return (except where prohibited): A notarized Affidavit of Eligibility and Liability/Publicity Release certifying eligibility and compliance with the rules contained herein, including a declaration of status as a person who is not prohibited from possessing firearms or ammunition or acquiring the prize; a completed and signed IRS tax form W-9; for a prize that constitutes a firearm, a copy of a licensed dealer's federal firearm license through whom the firearm will be transferred; any and all other documents required by law or regulation to effectuate the transfer of the prize; proof of identity; execution of a release and consent to the use of his or her

name, hometown, image, likeness, and/or prize information, without limitation, for promotional purposes without further permission or compensation; any other legal, regulatory, or tax-related documents required by Sponsor in its sole discretion; and a release of liability (the "Paperwork") within ten (10) calendar days of the Notification.

In addition to the Paperwork, if the prize is a firearm, ammunition, or other regulated item subject to any state or federal firearm or related laws, the potential prize winner will be required to identify and provide supporting information from a licensed federal firearms dealer ("FFL") who is eligible to receive said prize on behalf of the winner pursuant to all applicable federal, state, and local laws. Any subsequent transfer from the winner's FFL to the winner is outside the scope of the Sweepstakes and shall be at the Winner's sole responsibility, cost, and risk. Winner is responsible for any/all firearms dealer transaction fees and firearm transfer requirements imposed by federal, state, and local laws. Taxes on prize and all expenses related to acceptance and use of prize and not specified are the sole responsibility of the winner.

After verification of the Affidavit, the Prize will be shipped by Sponsor's prize fulfillment contractor using appropriate shipping methods. The Prize will be shipped within 4 weeks from receipt of the signed and verified Paperwork.

The Potential Prize winner must return the Paperwork within the date and time indicated in the Notification. If a potential prize winner fails to return the Paperwork within the date and time indicated in the Notification, or is found to be ineligible, or if he/she does not comply with the Official Rules, such potential Prize winner and his/her entry will be disqualified, and another potential prize winner will be selected from the remaining eligible entries received. If the Notification is returned as undeliverable, this will result in disqualification and an alternate Prize winner will be selected from all remaining eligible entries.

The Sponsor may select an alternate potential winner (in lieu of the initial potential winner of the Prize) at random from the remaining non-winning, eligible entries if, for any reason:

- a potential winner cannot be contacted by email;
- a potential winner does not respond to Sponsor's notification attempts within seven (7) calendar days from Sponsor's first attempt to contact the potential winner;
- a potential winner is disqualified for any reason;
- a potential winner fails to submit the Affidavit and Required Documents within the required time period; or
- the prize is returned as undeliverable.

Notwithstanding the above, in every case, no more than three (3) total drawings will be held, after which the Prize will remain un-awarded.

8. CONDITIONS. This Sweepstakes is conducted in English. In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules or other statements contained in any Sweepstakes-related materials, including, but not limited to any entry form, survey, and/or point of sale, television, print or online advertising; the terms and conditions of these English Official Rules shall prevail, govern and control.

Participation in the Sweepstakes constitutes an entrant's permission for Sponsor to use Prize winner's names, hometown (city & state), image, voices, likenesses, and/or prize information for purposes of advertising, promotion and publicity, for this Sweepstakes only, without further permission or compensation, unless prohibited by law. Winning the Prize constitutes a winner's permission for Sponsor to use Prize winners' name, hometown (city & state), image, voices, likenesses, and/or Prize information for purposes of advertising, promotion and publicity, for this Sweepstakes only, without further permission or compensation, unless prohibited by law.

Winner acknowledges that Sponsor and all other Released Parties (as defined herein) do not make, nor are in any manner responsible for, any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness, or merchantability of any aspect of Prize except that Prize shall be subject to manufacturer's warranty in effect at the time it is possessed by the Winner, if any.

The Sponsor is not responsible for delays, operational interruptions, computer, software, network, or transmission problems, or late, lost, or misdirected entries or other submission errors.

Potential winner must continue to comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements of the Sweepstakes and these Official Rules.

The value associated with the Prize is taxable as income and the prize winner is solely responsible for any taxes, including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the Prize. The Sponsor must report the value of the Prize to the Internal Revenue Service in the year the Prize is received by the Prize winner and will be reported to the Prize winner and the Internal Revenue Service in the form of a Form 1099.

No compensation will be provided if the Prize is not able to be awarded to a prize winner.

In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention, or other technical problem, or in the event the Sweepstakes is unable to run as planned for any other reason, as determined by

Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules, or (b) terminate the Sweepstakes and, in the event of termination, award the Prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the Sponsor's websites or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law.

All federal, state, and local taxes are the sole responsibility of the Prize winner. By participating in this Sweepstakes, Entrants and the Prize winner agrees to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Sweepstakes any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules.

By participating in this Sweepstakes, Entrants, and the Prize winner releases the Sponsor and each and all of the Sweepstakes Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. All Sweepstakes materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor. In the event any portion of this Sweepstakes is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes or this Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Sweepstakes.

Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair

playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date to award prizes.

CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR 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 REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

9. NO LIABILITY. By participating, Entrants and Prize winner agree to release, discharge, indemnify and hold harmless the Sponsor*,* the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives, and affiliates (collectively, the "Released Parties") from and against any claims made by any Entrant, prize winner, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes, or delivery, mis-delivery, acceptance, possession, use of, or inability to use any prize (including, without limitation, claims, costs, injuries, losses, and damages related to personal injuries, death, damages, destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty, or other theory, resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Sweepstakes.

Entrants and the Prize winner further agree to waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages, and that the liability of Released Parties will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall an entrant or prize winner be entitled to receive attorney's fees or costs of any kind.

Released Parties are not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes.

10. DISPUTES. By participating, Entrants and the Prize winner agree that disputes regarding this Sweepstakes shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and evidences a transaction involving commerce. **ALL DISPUTES COVERED BY THIS AGREEMENT WILL BE DECIDED BY A SINGLE ARBITRATOR THROUGH FINAL AND BINDING ARBITRATION AND NOT BY WAY OF COURT OR JURY TRIAL.**

Except as otherwise provided, this applies to any dispute arising out of or related to this Sweepstakes, Sponsor, or one of its affiliates, subsidiaries, related entities, or parent companies. Except as otherwise provided herein, Entrants and Prize winner agree and voluntarily acknowledge this applies to any dispute, past, present, or future, you may have against (1) Sponsor; (2) its officers, directors, principals, shareholders, members, owners, employees, or agents; (3) Sponsor's affiliates; and (4) all successors and assigns of any of them. Each and all of the entities or individuals listed in (1) through (4) of the preceding sentence can enforce the rules of the Sweepstakes.

Except where prohibited, Entrants and Prize winner agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by binding arbitration under the streamlined procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules"). All Disputes subject to arbitration shall be arbitrated in Las Vegas, Nevada.

Except as it otherwise provides, this Agreement is intended to apply to the resolution of disputes that otherwise would be resolved in a court of law or before a forum other than arbitration, including without limitation, disputes arising out of or relating to state statutes or regulations regarding sweepstakes and other contests, business practices, and all other federal or state legal claims (including without limitation torts or common law actions) arising out of or relating to the Sweepstakes or Sponsor.

The Arbitrator, and not any court, shall have exclusive authority to resolve any dispute relating to the validity, applicability, enforceability, unconscionability, or waiver of this Agreement including, but not limited to, any claim that all or any part of this Agreement is void or voidable. However, the preceding sentence does not apply to the Class Action Waiver below. Notwithstanding any other language in this Agreement and/or any rules or procedures that might otherwise apply by virtue of this Agreement (including without limitation the JAMS Rules discussed below) or any amendments and/or modifications to those rules, any claim that all or part of the Class Action Waiver is unenforceable, inapplicable, unconscionable, or void or voidable, will be determined only by a court of competent jurisdiction and not by an Arbitrator.

You agree to bring any claim on an individual basis and not as a class, collective or representative action. Accordingly, there will be no right or authority for any dispute to be brought, heard, or arbitrated as a class, collective, or representative action and the Arbitrator will have no authority to hear or preside over any such claim ("Class Action Waiver").

The terms of these Official Rules are severable, such that the invalidity of any term shall not affect the validity of any other term. Any invalid term shall be subject to partial enforcement to the maximum extent permitted under applicable law.

Entrants may seek arbitration of a claim by contacting Sponsor. When practical, the arbitrator should have prior subject matter knowledge and familiarity with sweepstakes and/or nonprofit fundraising laws. To the extent that the Federal Arbitration Act does not apply, the arbitrator shall apply Nevada law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. The arbitrator shall provide a decision explaining his or her findings and conclusions, and the ruling may be entered in any court having jurisdiction thereof. The arbitrator's decision shall be final and binding upon the parties.

To the extent permitted by law, the existence of the arbitration, the arbitration proceedings, and the outcome of the arbitration will be treated as confidential and will not be disclosed by either party.

If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein.

Notwithstanding the foregoing, either party may seek temporary or emergency equitable relief to enforce its rights in any court of competent jurisdiction. For any claims brought that are not subject to arbitration, if any, entrant and Sponsor each: (i) submit that the exclusive jurisdiction and venue for any such proceeding will be the courts of competent jurisdiction sitting within Clark County, Nevada, or where Sponsor is currently headquartered at the time of the filing of the claim (the "Venue"), (ii) waive any argument that any such court does not have personal jurisdiction or that the Venue is not appropriate or convenient; and (iii) waive any and all rights to trial by jury for any claims.

11. PRIVACY AND USE OF DATA. Sponsor will be collecting personal data about Entrants online, in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at fpcactionfoundation.org/privacy. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy. Notwithstanding the above, by entering this Sweepstakes, you consent

to the collection, use, and disclosure of the information provided to participate. Information collected from entrants will be used by Sponsor for various purposes including but not limited to calls-to-action, petitions, education, and fundraising. No information collected from entrants will be sold or rented to any party other than Sponsor and its affiliates.

12. WINNERS LIST. To obtain a list of Prize winners visit firearmspolicy.org/contact or to obtain a full list of Prize winners send a request with your name and email address to be received no earlier than the day after the end of the Sweepstakes Period and no later than ten (10) days following the end of the Sweepstakes Period to: FPC Action Foundation, 5550 Painted Mirage Road, Suite 320 Las Vegas, NV 89149. **The list will be emailed to those that request it, so please make sure you include an active email address that can receive messages and files from Sponsor's email systems.**

13. SPONSOR. FPC Action Foundation., 5550 Painted Mirage Road, Suite 320, Las Vegas, NV 89149.

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