

## USA Archery “On Target” Sweepstakes

### **NO PURCHASE NECESSARY**

#### **Game Rules Terms and Conditions**

##### I. Introduction to the “On Target” Sweepstakes Game:

The On Target game is sponsored by USA Archery. The mission of USA Archery is to provide the necessary resources to foster strong athlete participation, competition and training in the sport of archery. Membership in USA Archery is open to everyone involved in all disciplines of archery including target, field and 3-D. USA Archery sanctions more than 200 events annually and conducts indoor, outdoor and collegiate National Championships as well as the United States Archery Team Qualifier Series. USA Archery also provides youth and adult archery programs and clubs throughout the United States, and certifies archery instructors, coaches and judges.

On Target is a game of chance, a promotional sweepstakes.

On Target provides two means of entry:

1. You can enter On Target via the On Target Game [link](#) to access the On Target Game. You will be asked to play an online archery game and then provide your entry information. **However, your performance on the archery game does NOT impact your ability to enter for a chance for prizes in the On Target game.**
2. There is **NO PURCHASE NECESSARY** to enter the On Target game and have an opportunity to win prizes. All entrants will be randomly selected through a random number generator in five (5) separate monthly drawings. Each drawing is referred to as a “Drawing.” All five drawings are referred to collectively as the “Campaign.” One entry is sufficient to allow you to gain entry to all Drawings in the Campaign except as provided in Section III-6 below. If some of the Drawings have already occurred at the time of your entry into the On Target game, you will be entered in any remaining Drawings left in the Campaign, except as provided in Section III-6 below.

## II. Definitions:

1. Promoter: USA Archery [officially, National Archery Association of the United States]. USA Archery is located at 210 USA Cycling Point, Suite 130, Colorado Springs, CO 80919 and can be reached at clubs@usarchery.org.
2. Eligible Entrants: Except as provided in Ineligible Entrants, below, all permanent USA residents are eligible to play On Target.
3. Ineligible Entrants:
  - a. Employees, directors, officers, managers, and other staff (and their immediate families) of the Promoter and its related bodies corporate, or of the agencies and companies associated with this Promotion (together, Promoter's Associates) are ineligible to enter this Promotion.
  - b. Entrants below 18 years of age are ineligible to receive prizes, and any Entries by Entrants who are below 18 years of age will be immediately voided. Winning entrants will be required to document their age before collecting their prize. Promoter reserves the right and may exercise its sole and complete discretion to request additional age verification documentation from any Entrant, and any Entrant who is unable or unwilling to provide such documentation may be found Ineligible by Promoter in its sole and complete discretion pursuant to this Section II-3-b.
4. Promotion Period: Entry will be available from May 13<sup>th</sup>, 2023, from 6:00AM Mountain Time until October 1<sup>st</sup>, 2023, at 11:59PM Mountain Time.

## III. Entry Conditions and Process:

1. Contestants' applications for entry must be complete and legible. It is within Promoters discretion to reject incomplete, ineligible, illegible, or invalid entries.
2. Contestants are permitted to submit multiple entries to the On Target game, provided that each entry is submitted separately in accordance with these Game Rules Terms and Conditions, and provided that the entrant has played the On Target game at each new entry, and provided all information required by the entry form.
3. Contestants' applications for entry must be presented by the contestant identified in the entry form, and if any of the information provided on the entry form is incomplete, incorrect, false, fictional, fraudulent, or

presented without authority, the Promoter in its sole and complete discretion may reject the application.

4. The Promoter may, at any time, request an Entrant to promptly provide identification or documentation to verify any of the information provided on the entry form or any additional required information, including, but not limited to, Entrant's identity, age, residential address, or eligibility to participate in the On Target game or collect a prize. If Entrant refuses to provide the types of verification requested by Promoter, or if the proof is not satisfactory to Promoter, then Promoter has sole and complete discretion to withdraw Entrant from the On Target game and withhold any prizes in which Entrant was randomly selected for a prize.
5. The use of automated entry software or other mechanical or electronic means that allow for repeated entry are strictly prohibited. Promoter may invalidate any entries and the award of any prizes won by an Entrant who utilizes automated entry software to enter the On Target game.

#### IV. Privacy, Permission to Use Name, Image, and Likeness:

1. *If you are a prize winner, you may be requested by USA Archery to permit the use of your name, image, and likeness for promotional the proportional purposes of USA Archery (Promoter).*
2. *If you are a winner, you may also be asked to cooperate with USA Archery (Promoter) to provide or allow USA Archery to use photographs of you as part of their publicity for either USA Archery in general, or the On Target game.*
3. *Any information you provide to Promoter when you submit your Entry will be subject to the privacy statement on the Game website: <https://www.usarchery.org/about/privacy-policy>*
4. If an entrant does not accept these terms by clicking the appropriate acceptance during registration, the Entry will not be accepted.
5. Each Entrant consents to the Promoter using the Entrant's name, likeness, image, location and any other information submitted as part of the entry (including any entry) in any media for an unlimited period of time without further notification, remuneration or compensation for the purpose of promoting this Promotion (including any outcome), the Promoter and promoting any products manufactured, distributed and/or supplied by the Promoter. **For the avoidance of doubt, any use of an Entrant's name, likeness, image, location, content of their entry and any other information submitted as part of the**

**entry by the Promoter during or after the Promotional Period does not mean that the Entrant has been selected as a Winner.**

6. By entering into this Promotion, each Entrant acknowledges and consents to the Promoter (and its related bodies corporate) accessing, collecting and using an Entrant's information in accordance with the Promoter's Privacy Policy available at:  
**<https://www.usarchery.org/about/privacy-policy>.**
7. By entering the Promotion, an Entrant consents to the Promoter using the Entrant's information for the purpose of administering this Promotion, including fulfillment of the Prize, marketing and advertising of the Promotion and publicity of the outcome of the Promotion (such as the announcement of the Winner).
8. *Winning Entrants may be asked to consent to the Promoter's disclosure of Entrant's information to third parties for the purposes of conducting the Promotion (including promotional, marketing and publicity purposes) and delivering the Prize.*

V. Determination of Winner:

1. All entries will be numbered by Promoter. Promoter will then cause a random number generator to present numbers within the range of the valid numbered entries.
2. Prizes will be awarded to valid entries that have complied with all Game Rules, Terms and Conditions.
3. Promoter's decisions regarding the validity of entries and compliance with the Game Rules, Terms and Conditions for the award of prizes are within Promoter's sole and complete discretion, and such decisions are final.
4. If a winning Entrant either forfeits their prize due to non-redemption or any other reason, or if the winning entrant is disqualified, in its sole and complete discretion, Promoter may select an additional winner – chosen randomly – as a substitute winner for that prize.

VI. Prizes:

1. In each Drawing, five (5) prizes are available. For the entire Campaign, a total of twenty-five (25) prizes are available.
2. In each Drawing, there will be one (1) custom USA Archery Apparel prize. The Apparel Prize will be the last (fifth) number drawn in each Drawing. Apparel prizes have a retail value of \$50.

3. In each Drawing, there are four Coupon Code prizes for 20% off one item of apparel or 20% off one accessory in the USA Archery Online Shop (<https://shop.usarchery.org/>). The coupon prizes depend on the value the item purchased and can vary between \$18 and \$1.
4. Winners will be notified that they have won a prize via email. All winners must confirm their eligibility and acceptance of their prize via email within 5 business days.
5. Coupon Code prizes will be presented with a coupon code that must be redeemed at USA Archery Online Shop (<https://shop.usarchery.org/>) during checkout to redeem their prize.
6. USA Archery Apparel prizes will be presented with instructions to contact USA Archery at [clubs@usarchery.org](mailto:clubs@usarchery.org) to redeem their prize.
7. All prizes must be claimed within 30 days of notification to your email account that you have won a prize. Promoter takes no responsibility for technical failures by any email or telecom provider or any other cause reason that resulted in failure to during the 30-day claim period.
8. The total value of all prizes in the campaign is approximately \$600.
9. Winning entrants acknowledge that they are responsible for any ancillary costs associated with acceptance or use of the Prize.
10. If a Prize is unavailable for any reason, the Promoter may, in its sole and absolute discretion, substitute the Prize (or part of the prize) with a Prize of equal value and/or specification.
11. The Prize must be taken as offered and the Prize (or any unused portion of the Prize) cannot be varied, transferred, or exchanged, nor can it be redeemed for cash, and when the time provided to redeem the prize expires, the prize (or portion) of the prize remaining is forfeited back to Promoter.
12. If for any reason, a Winner is unable to claim the Prize (or does not use a portion of the Prize) within the time stipulated by the Promoter, then the Prize (or any unused portion of the Prize) will be forfeited by the Winner and the Promoter will not provide any alternative (including cash) for the Prize (or any unused portion of the Prize).
13. The Promoter reserves the right to invalidate any entry if the Promoter considers, in its sole and absolute direction, that the Entrant has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardize the fair and proper conduct of the Promotion. Errors and omissions may be waived at the Promoter's discretion. If the Promoter becomes aware after an Entrant has won the Prize that the Entrant has not complied with these Terms and Conditions, the Entrant will have no entitlement to claim and use the Prize, even if the

Promoter has announced the Entrant as a winner. In these circumstances and, if so notified by the Promoter, the Entrant will return, refund or otherwise make restitution of the Prize.

14. On Target is a sweepstakes in which winners are selected randomly from a pool of Eligible Entrants. **Your odds of winning vary depending on the number of Entries in the drawing.** The number of Entries may **vary from one Drawing to the another, which means your odds of winning may also vary from one Drawing to the next.**

VII. Limitation of Liability:

1. Promoter is not liable for any of the following:
  - a. Technical difficulties, network failures, email or SMS mis-delivery, equipment malfunction, or any other cause resulting in the mis-delivery, failure to deliver, or failure to process an Entry or award a Prize.
  - b. Any theft or fraud perpetrated by third parties against the Target Game or an Entry or an Entrant, or any other unauthorized third-party interference, or interference by an Entrant.
  - c. Any *force majeure*, including weather, pandemic, war, labor stoppages, mass protest, terrorist act, criminal act, national disaster, or any other unanticipated act beyond the control of Promoter.
  - d. Any technical problems or equipment malfunction impacting the On Target Game or the award of prizes, whether or not such problem was in the control of Promoter.
  - e. Any claim of damage to an Entrant or to Entrant's internet network, local or Wi-Fi network, equipment, phone, computer, or other device resulting from Entrant's play, or attempt to play, the On Target Game.
2. Any claim against Promoter by an Entrant or a guardian or agent of Entrant is limited to the maximum value of an Entrant's prizes, which is \$600, and Entrant hereby waives and disclaims all other claims against Promoter any additional claims above \$600 including, but not limited to, claims for actual, direct, indirect, or consequential damages, and other alleged expenses, injury of any kind whatsoever.

VIII. Other Provisions:

1. The Promoter reserves the right to invalidate any entry if an Entrant is unable to or refuses or fails to take part in any part of this Promotion or where an Entrant or entry is considered by the Promoter, acting reasonably, not to comply with these Terms and Conditions.
2. If this Promotion is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond the reasonable control of the Promoter, including, but not limited to, by reason of war, terrorism, state of emergency or disaster (including natural disaster), COVID-19 (or other pandemic) restrictions, infection by computer virus, telephone network failure, bugs, tampering, unauthorized intervention, fraud, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter reserves the right, in its sole and absolute discretion and to the fullest extent permitted by law, to: modify, suspend, terminate or cancel the promotion, as appropriate; or invalidate any entry.
3. Promoter is not committed to engage in all five (5) drawings that are currently anticipated, and Promoter reserves sole and complete discretion to decide that the Campaign should be cancelled after less than five (5) Drawings.
4. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
5. Choice of Law; Arbitration:
  - a. Entrants agree that the On Target Sweepstakes is offered interstate and that the U.S. Arbitration Act, 9 USC §§ 1-16 applies to the arbitrability of any claim arising of or relating to these Terms and Conditions and Game Rules or the breach thereof including a determination of the scope or application of these Game Rules terms and conditions to arbitration shall be determined and that the laws of the State of Colorado, without reference to its choice of law rules, apply to the substance of any claim arising out of or relating to these Terms and Conditions and Game Rules or the breach thereof. All claims arising out of or relating to the Terms and Conditions and Game Rules, or the breach thereof will be adjudicated by arbitration in the City of Colorado Springs, CO, and such arbitration will be conducted pursuant to the Commercial Arbitration Rules of the American Arbitration Association conducted in English before a single arbitrator. If the Parties agree to self-administer their arbitration they may do so, but if the Parties cannot mutually agree on self-administration procedures, then either party may file its claim

with the American Arbitration Association (“AAA”) designating Colorado Springs as the place of Arbitration, and AAA will then administer the arbitration. The parties will share the costs of arbitration except that if one party fails to pay its arbitration fees as assessed by the American Arbitration Association or the Arbitrator, then the party who has paid all of its fees when due may file an additional claim for a default award based on non-payment of arbitration fees and the Arbitrator shall have authority to render an award against the defaulting party for, without limitation, the relief requested by the non-defaulting party including an award of damages, or dismissal of the arbitration claim or claims with prejudice, as well as any other relief to which the non-defaulting party might be entitled.

- b. No class or collective actions can be asserted in an arbitration filed as pursuant to §VIII-4(a) above. All claims, whether in arbitration or otherwise, must be brought solely in Entrant’s or the Promoter’s individual capacity, and not as a plaintiff or class member in any purported class or collective proceeding. THE PARTIES HEREBY WAIVE ANY RIGHTS THEY MAY HAVE TO TRIAL BY JURY IN REGARD TO ARBITRABLE CLAIMS. THE PARTIES FURTHER WAIVE ANY RIGHTS THEY MAY HAVE TO PURSUE OR PARTICIPATE IN A CLASS OR COLLECTIVE ACTION PERTAINING TO ANY ARBITRABLE CLAIMS BETWEEN YOU AND THE COMPANY.

6. Contact:

USA Archery  
210 USA Cycling Point, Suite 130  
Colorado Springs, CO 80919

719-866-4576

Website: [www.usarchery.org](http://www.usarchery.org)

Email: [clubs@usarchery.org](mailto:clubs@usarchery.org)