

"USA Archery" Sweepstakes

NO PURCHASE NECESSARY

USA Archery Sweepstakes Terms and Conditions

I. Introduction to the "USA Archery" Sweepstakes:

The USA Archery Sweepstakes 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.

The USA Archery Sweepstakes is a Sweepstakes of chance.

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 and U.S. citizens are eligible to enter the USA Archery Sweepstakes. Winning entrants will be required to document their residency 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 Section II-3-b.
3. Ineligible Entrants:
 - a. Employees and immediate family members of USA Archery responsible for the USA Archery Sweepstakes are not eligible to participate. For the purposes of the USA Archery Sweepstakes, "immediate family members" is defined as spouses, domestic partners, parents, grandparents, siblings, children, and grandchildren, regardless of where they reside.
 - 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 to the Promotion will be available from November 1, 2023, from 6:00AM Mountain Time until August 1st, 2024, at 11:59PM Mountain Time.

III. Entry Conditions and Process:

1. The USA Archery Sweepstakes provides two means of entry:
 - a. Eligible entrants can enter the USA Archery Sweepstakes via the USA Archery Sweepstakes [link](#) to purchase a Sweepstakes entry. You will be asked to provide your entry information; select the number of USA Archery Sweepstakes entries you want to buy and to provide your payment information to complete the transaction.
 - b. There is no purchase necessary to enter the USA Archery Sweepstakes and have an opportunity to win prizes. To register a maximum of one free entry, eligible entrants must write the following information on an index card: first name, last name, date of birth, gender, phone number, email address, country of residence and home shipping address and send via self-paid postage mail to USA Archery at the following address:

USA Archery
Attention: 2023 Sweepstakes
210 USA Cycling Point, Suite 130
Colorado Springs, CO 80919

All entrants will be randomly selected through a random number generator in weekly drawings to be held on Tuesday, Thursday, Friday and Saturday January through November 2024. All entrants will be randomly selected through a random number generator in daily drawings December 1st through 25th, 2024.

- c. Each drawing is referred to as a "Drawing." All drawings are referred to collectively as the "Promotion." One entry is sufficient to allow you to gain entry to all Drawings in the Promotion except as provided in Section III.6. If some of the Drawings have already occurred at the time of your entry into the USA Archery Sweepstakes, you will be entered in any remaining Drawings left in the Promotion, except as provided in Section III.6 below.
 - d. The first 300 entrants to purchase an entry will automatically win a \$50 Hotel Planner Gift Card. No entrant may win more than one \$50 Hotel Planner Gift Card.

2. Contestants' applications for entry must be complete and legible. It is within Promoter's discretion to reject incomplete, ineligible, illegible, or invalid entries.
3. Contestants are permitted to submit multiple paid entries to the USA Archery Sweepstakes, in accordance with these USA Archery Sweepstakes Terms and Conditions and provided all information required by the entry form. Per Section III.1.b. only one "Free" entry may be submitted per person.
4. 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.
5. 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, W9 form (for prizes valued at \$600 or more) or eligibility to participate in the USA Archery Sweepstakes 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 USA Archery Sweepstakes and withhold any prizes in which Entrant was randomly selected for a prize.
6. 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 USA Archery Sweepstakes.

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 the promotional purposes of USA Archery (Promoter).**
2. **If you are a prize 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 USA Archery Sweepstakes.**
3. Any information you provide to Promoter when you submit your Entry ***will be subject to the Privacy Policy on the USA Archery website:***
<https://www.usarchery.org/about/privacy-policy>
4. If an entrant does not accept these terms by clicking the appropriate acceptance during USA Archery Sweepstakes purchase, 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 USA Archery Sweepstakes 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 USA Archery Sweepstakes Rules, Terms and Conditions.
3. Promoter's decisions regarding the validity of entries and compliance with the USA Archery Sweepstakes 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, a minimum of one (1) prize will be available. For the entire Promotion, a minimum of two hundred and twenty eight (228) prizes are available.

2. The minimum value of the prizes will be \$25, and the maximum value of a prize will be \$9,500.
3. Winners will be notified that they have won a prize via email and will be required to confirm their eligibility and willingness to accept the prize. All winners must confirm their eligibility within 5 business days.
4. Winners notified they won a prize valued at \$600 or more will be required to submit proper tax documentation prior to receiving their prize and will be responsible for paying all appropriate taxes for prizes valued at \$600 or greater. Promoter will report the value of the prize won, if accepted, as required by law (See VI. 9).
5. In some instances, prizes will be presented with a coupon code that must be redeemed online during checkout at the corresponding company website of the prize awarded provided to redeem the prize.
6. Prizes without a coupon code will be presented with instructions to contact USA Archery at Sweepstakes@usarchery.org for more information on how to redeem their prize.
7. All prizes must be claimed within 14 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 claim during the 14-day claim period.
8. The total value of all prizes in the Promotion is approximately \$75,000.
9. Winning entrants acknowledge that they are responsible for any ancillary costs associated with acceptance or use of the Prize, to include tax expenses.
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. This is a USA Archery 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 another, which means your odds of winning may also vary from one Drawing to the next.**

VII. USA Archery Club Revenue Share:

1. At time of purchase, the purchaser will be provided the opportunity to select a current "USA Archery Club" or "Unaffiliated" (i.e. USA Archery) from a dropdown list. If a "USA Archery Club" is selected, USA Archery will provide 50% (\$25.00) of the Sweepstakes entry fee to the USA Archery Club. If "Unaffiliated" is selected, or if the USA Archery club selected is determined to be ineligible (See VII. 1.a.) to receive payment, 100% of the Sweepstakes entry fee (\$50.00) will be paid to USA Archery.
 - a. Eligible clubs must have a current USA Archery club membership, a federally registered Employee Identification Number (EIN) and a non-personal bank account to be eligible to receive USA Archery Sweepstakes payment(s).
 - i. Eligible Clubs will be required to verify eligibility requirements in VII.1.a. and will also be required to submit a W-9 form or no payments will be made to the Club by USA Archery. If the club cannot verify their eligibility, all funds designated for that Club at time of Sweepstakes purchase will be retained by USA Archery.
 - b. A USA Archery Club who receives a payment of \$600 or more will be issued a 1099 tax form and will be solely responsible for paying associated taxes on revenue payments they receive from the USA Archery Sweepstakes. USA Archery will issue USA Archery Sweepstakes payments to eligible USA Archery Clubs in the month of September 2024.
2. USA Archery Clubs who meet the eligibility requirements in VII.1.a.-b. who are selected for 10 entries at time of purchase per VII. 1. will be entered into a drawing to win a USA Archery Recurve Equipment Kit with a retail value of \$3,749.99. One additional entry to win the Recurve Equipment Kit will be provided to the Club for each additional 10 entries attributed to the Club. The club winner of the USA Archery Recurve Equipment Kit will be drawn in September 2024.

VIII. Limitation of Liability:

1. Promoter is not liable for any of the following:

- a. Technical difficulties, network failures, email, 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 USA Archery Sweepstakes 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 USA Archery Sweepstakes 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 attempt to enter, the USA Archery Sweepstakes.
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 \$9,500, and Entrant hereby waives and disclaims all other claims against Promoter, any additional claims above \$9,500 including, but not limited to, claims for actual, direct, indirect, or consequential damages, and other alleged expenses, injury of any kind whatsoever.

VII. 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 two hundred and twenty eight (228) drawings that are currently anticipated, and Promoter reserves sole and complete discretion to decide that the Promotion should be cancelled after less than two hundred and twenty eight (228) 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 USA Archery 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 USA Archery Sweepstakes Rules or the breach thereof including a determination of the scope or application of these 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 USA Archery Rules or the breach thereof. All claims arising out of or relating to the Terms and Conditions and USA Archery 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

Email: Sweepstakes@usarchery.org