

# AXON'S "THE BIG GAME" SWEEPSTAKES

## OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN AXON'S "THE BIG GAME" SWEEPSTAKES ("SWEEPSTAKES"). A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING THIS SWEEPSTAKES. AS A CONDITION OF PARTICIPATING IN THIS SWEEPSTAKES, YOU MAY BE REQUIRED TO EXECUTE AN AFFIDAVIT OF ELIGIBILITY AND/OR RELEASE OF LIABILITY AGREEMENT.

**1. Eligibility.** The Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older at the beginning of the Sweepstakes Period (as defined in Section 3 below); provided, however, only sworn and currently-active law enforcement officers of U.S. law enforcement agencies are eligible to win certain Prizes (as defined and described in Section 4 below). This Sweepstakes is void where prohibited by law.

Employees, directors, members, partners or agents of, consultants to, any person who directly or indirectly controls is controlled by, members of the immediate family of, or those domiciled with an employee of Sponsor (as defined in Section 10 below), or its affiliates or related companies, and any supplier of goods or services in connection with the promotion are ineligible to participate.

**2. How to enter.** Enter by commenting, liking or retweeting, as directed by Sponsor, on Sponsor's daily posts identified with the "#giveaway" hashtag on the same day of such post between 8:00 A.M. Pacific Standard Time and 11:59 P.M. Pacific Standard Time during the Sweepstakes Period using either your Facebook® or Twitter® account (each an "Entry" and collectively, "Entries"). Daily posts can be found on Sponsor's Facebook® page ([facebook.com/Axon.ProtectLife](https://www.facebook.com/Axon.ProtectLife)) and Twitter® account ([twitter.com/axon\\_us](https://twitter.com/axon_us)). No more than one (1) Entry per day will be entered into the drawing for such day's Prize. All valid Entries received by Sponsor during the Sweepstakes Period will be entered to win the respective Prize for the date of Sponsor's daily post (as described in Section 4 below).

**3. Sweepstakes period.** This Sweepstakes begins on January 29, 2018 at 12:01 A.M. Pacific Standard Time and ends on February 5, 2018 at 11:59 P.M. Pacific Standard Time ("Sweepstakes Period"). Sponsor's computer is the official timekeeper for the Sweepstakes.

**4. Prizes and odds.** There are eight (8) categories of prizes, each of which are listed below, with a combined total of twenty-three (23) individual Prizes (each a "Prize" and collectively, "Prizes"). Total actual retail value ("ARV") of all Prizes is Five Thousand Six Hundred Seventy and No/100 U.S. Dollars (\$5,670.00). Your odds of winning each Prize will vary based on the number of valid Entries actually received by Sponsor for such Prize. For example, if one thousand (1,000) Entries are received by Sponsor during any day listed below, your odds of winning the Prize for such date are one (1) in one thousand (1,000). Categories of available Prizes include:

- (a) \*Monday, January 29, 2018 Prize: twelve (12) mini-football stress balls; Total ARV: approximately Nine and No/100 U.S. Dollars (\$9.00).
- (b) \*Tuesday, January 30, 2018 Prize: One (1) "Game Day Agency Party," including 40-inch 1080p television, catered pizza, soda, and decorations; Television and catering to be ordered and arranged by Sponsor directly; Total ARV: approximately Four Hundred Sixty-One and No/100 U.S. Dollars (\$461.00).
- (c) Wednesday, January 31, 2018: One (1) Denver Broncos® or Indianapolis Colts® jersey; Total ARV: approximately One Hundred Fifty and No/100 U.S. Dollars (\$150.00).
- (d) \*Thursday, February 1, 2018: One (1) Axon Accelerate prize package including (i) two (2) tickets to Axon Accelerate, to be held in Scottsdale, Arizona from June 5-6, (ii) two (2) roundtrip economy-class airfare tickets to-and-from Phoenix, Arizona for Axon Accelerate, if winner is employed by a law enforcement agency based outside of Arizona, and (iii) hotel accommodation for two (2) at the Westin® Kierland in Scottsdale, Arizona for three (3) nights; All travel and accommodations to be booked directly by Axon; Total ARV: up to approximately Two Thousand Three Hundred Ninety-Two and No/100 U.S. Dollars (\$2,392.00).
- (e) Friday, February 2, 2018: Five (5) professional-sized footballs; Total ARV: Eighty and No/100 U.S. Dollars (\$80.00).
- (f) Saturday, February 3, 2018: One (1) Philadelphia Eagles® or New England Patriots® jersey; Total ARV: approximately One Hundred Fifty and No/100 U.S. Dollars (\$150.00).
- (g) \*Sunday, February 4, 2018: One (1) Axon Accelerate prize package including (i) two (2) tickets to Axon Accelerate, to be held in Scottsdale, Arizona from June 5-6, (ii) two (2) roundtrip economy-class airfare tickets to-and-from Phoenix, Arizona for Axon Accelerate, if winner is employed by a law enforcement agency based outside of Arizona, and (iii) hotel accommodation for two (2) at the Westin® Kierland in Scottsdale, Arizona for three (3) nights; All travel and accommodations to be booked directly by Axon; Total ARV: up to approximately Two Thousand Three Hundred Ninety-Two and No/100 U.S. Dollars (\$2,392.00).
- (h) Monday, February 5, 2018: One (1) gift basket containing tea, coffee and assorted breakfast items; Total ARV: Thirty-Six and No/100 U.S. Dollars (\$36.00).

\*Only sworn and currently-active law enforcement officers of U.S. law enforcement agencies are eligible to participate and receive.

No Prize may not be substituted or exchanged, including, without limitation, for cash, or assigned or transferred by the winner. Sponsor reserves the right to substitute the Prize for one (1) of equal or greater value. Each winner of a Prize is solely responsible for any local, provincial, federal and other taxes and charges in connection with the receipt and use of the Prize. Any additional expenses incident to the receipt and use of a Prize are the sole responsibility of the winner.

If, due to an error, there are more claims for Prizes than Prizes stated in these Official Rules, Sponsor reserves the right to award Prizes through a random drawing of eligible Prize claims. No more than the stated number of Prizes shall be awarded. Should a potential winner decline or fail to claim a Prize, or be unreachable, Sponsor reserves the right to not award the Prize to anyone.

**5. Winner selection.** Sponsor will choose one (1) winner for each Prize among all valid Entries received by Sponsor for the respective Prize day (as described in Section 4 above) on the following day by random drawing (each, a "Selection"). Eligible participants may only win one (1) Prize per day during the Sweepstakes Period.

**6. Notification and claiming Prize.** Sponsor will notify the winner of each Prize by contacting the winner's social media account used to enter the Sweepstakes within twenty-four (24) hours of Selection. To claim his or her prize, the Prize winner must respond to Sponsor within forty-eight (48) hours after receiving Sponsor's winner notification, accepting the Prize, providing the information requested by Sponsor necessary for delivery of the Prize, and cooperating thereafter with Sponsor to determine claiming of the Prize.

If a Prize winner does not comply with these Official Rules, meet eligibility requirements, does not claim his or her Prize within forty-eight (48) hours of the date of Sponsor's notification that he or she has won the prize, or does not timely comply with all of Sponsor's instructions to claim the Prize, the Prize will be forfeited and no replacement winner will be chosen.

**7. General conditions.** By entering the Sweepstakes, you agree to abide by these Official Rules and decisions of Sponsor in all matters, which are final.

If for any reason the Sweepstakes is not capable of running as planned by reason of infection by virus, bugs, worms, tampering, unauthorized intervention, fraud, technical failures, or any other causes which, in the sole opinion of the Sponsor, may corrupt or affect the administration, operation, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and select a Prize winner from the Entries received prior to the action taken, or by other means deemed fair and appropriate by Sponsor. Sponsor reserves the right, in its sole discretion, to disqualify you if Sponsor: (i) learns or suspects that you have misappropriated another's identity, or infringed upon the rights of any person or entity; (ii) finds that you have tampered, is tampering or plans to tamper with the entry process or the operation of the Sweepstakes; or (iii) believes that you have violated these Official Rules or is acting in an unprofessional, unsportsmanlike or disruptive manner, including, without limitation, posting vulgar, profane or disrespectful content in connection with your participation with the Sweepstakes. Any attempt by any person to undermine the legitimate operation of this Sweepstakes may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor is not responsible for any typographical or other error in the printing, the offering, or the announcement of any Prize or in the administration of the Sweepstakes. By accepting a Prize, the Prize winner releases Sponsor and its affiliated and related companies, the Prize supplier and their respective officers, directors, employees and agents, including, without limitation, their advertising and promotional agencies and the independent Sweepstakes organizations, from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or misuse of the Prize.

By entering the Sweepstakes, you consent to being contacted by Sponsor for Sweepstakes-related purposes, which include, without limitation, Prize eligibility notifications, Prize claim notifications and Prize claim reminder notifications.

**By entering the Sweepstakes, you acknowledge that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. Twitter, Inc. or the National Football Association.**

**8. Release and limitations of liability.** Except where prohibited, by participating in the Sweepstakes, you agree to release, indemnify, defend and hold harmless Facebook, Inc., and Sponsor and its related companies, promotional partners, Prize partners, parent, subsidiaries, affiliates, successors, predecessors, and their respective agents and agencies, and their respective officers, directors, employees and agents (collectively, "Released Parties") from and against any claim, cause of action, loss, fine, award, judgment, demand, lawsuit, obligation, interest, tax, penalty or other damage, including, without limitation, attorneys' fees, expert fees and costs, arising out of or in connection with your participation in the Sweepstakes, including, without limitation: (i) unauthorized human intervention in the Sweepstakes; (ii) technical errors related to computers, servers, providers, or telephone or network lines; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of Entries; or (v) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Sweepstakes and/or receipt and/or use of any Prize. By entering this Sweepstakes, you assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or the acceptance or use of any Prize.

**9. Disputes.** By entering the Sweepstakes, you agree that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the state or federal courts located in Maricopa County, Arizona; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, excluding your attorneys' fees, expert fees and costs; and (iii) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental, special and consequential damages and any other damages other than actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and the rights and obligations of you and Sponsor in connection with the Sweepstakes shall be governed by and enforced in accordance with the laws of the State of Arizona, without giving effect to any conflict of laws rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona. These Official Rules shall be binding upon and inure to the benefit of Sponsor's and each of your respective successors, assigns, estates, executors and heirs.

**10. Sponsor.** The sponsor ("Sponsor") of this Sweepstakes is Axon Enterprise, Inc. located at 17800 North 85th Street, Scottsdale, Arizona 85255.

**11. Winners List.** Requests for a list of winners ("Winners List") will be available after February 28, 2018. For a Winners List, send an email with the subject line, "Axon's 'The Big Game' Sweepstakes", to [press@axon.com](mailto:press@axon.com)

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