

## Own The Shot Sweepstakes

### Official Rules

If you participate via mobile device, message and data rates may apply.

**NO PURCHASE NECESSARY TO ENTER OR TO CLAIM A PRIZE. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. ALL APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS, RULES, AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW.**

**PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS, EXCLUSIONS AND RELEASES THAT MAY APPLY TO YOU IF YOU ENTER THIS SWEEPSTAKES, DEFINED BELOW. BY ENTERING, YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ENTER THE SWEEPSTAKES. ADMINISTRATOR RESERVES THE RIGHT TO MODIFY OR TERMINATE THE SWEEPSTAKES AT ANY TIME AND IN ANY MANNER, IN WHOLE OR IN PART, AS OUTLINED BELOW, EVEN THOUGH SUCH CHANGES MAY AFFECT THE AVAILABILITY OF PRIZES. YOU AGREE THAT YOU WILL REVIEW THESE TERMS PERIODICALLY AND THAT YOU SHALL BE BOUND BY ANY MODIFICATIONS HEREOF.**

- 1. ELIGIBILITY:** The Own The Shot Sweepstakes (“Sweepstakes”) is open only to legal residents of the United States and the District of Columbia, except legal residents of Rhode Island and Puerto Rico, who are at least 18 years or older at the time of entry (“Entrant(s)”). Employees, their spouses and immediate families (parent, child, sibling, and any of their respective spouses) and household members (whether or not related) of Learfield Licensing Partners, LLC (“Administrator”), Academy, Ltd. d/b/a Academy Sports + Outdoor (“Content Host”) and their respective parent, subsidiaries, divisions, trustees, franchisees, participating vendors, distributors, cable affiliates, advertising and promotion agencies, and affiliated entities (collectively, the “Sweepstakes Entities”) are not eligible. By participating, Entrants agree to abide by all terms of these Official Rules and to the decisions of the Administrator, and waive any right to claim ambiguity in the Sweepstakes’ Official Rules.
- 2. ENTRY PERIOD:** The Sweepstakes shall run from 12:00 pm Eastern Standard Time (“EST”) Monday, March 9, 2020 through 12:00 pm EST Sunday, April 6, 2020 (“Entry Period”). Content Host’s computer is the official time-keeping device for this Sweepstakes.
- 3. PARTICIPATION:** Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and the Content Host’s and Administrator’s decisions are final and binding in all matters related to this Sweepstakes. Winning a Prize (defined below) is contingent upon fulfilling all requirements as set forth herein. The Administrator reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of the Sweepstakes as solely determined by the Administrator. In the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of the Content Host or Administrator which corrupt or impair the administration, security, fairness or proper operation of the Sweepstakes, the Content Host and Administrator reserve the right in their sole discretion to suspend, modify or terminate the Sweepstakes. Should the Sweepstakes be terminated prior to the end of the Entry Period, the Administrator reserves the right to award a Prize based on the non-suspect, eligible entries received before the termination date.
- 4. HOW TO ENTER:** During the Entry Period, visit [www.academy.com/officialrules](http://www.academy.com/officialrules) of (the “Website”) and follow the instructions to fill out and submit an entry form. All entries for the Entry Period must be received by the end date of the Entry Period as provided in these Official Rules. No mechanically reproduced entries will be accepted. There is a limit of one Entry per Entrant per day. Multiple Entrants are not permitted to share the same email address in a day. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different email addresses or identities will void all Entries by Entrant. In the event

of a dispute, the authorized agent of the email address used to enter will be deemed to be the Entrant. The authorized account holder is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to provide valid and legal proof of identification and proof of being the authorized account holder of the winning email address affiliated with the potential winner's Entry. All Entries must be fully and accurately completed.

No Mail-in Entry: No participation via a mail-in entry is available.

By entering this Sweepstakes, Entrant agrees to Content Host's manner of collection, use, retention and disclosure of Entrant's Personal Information submitted in connection with the Promotion. Personal Information collected from Entrant is subject to Content Host's privacy policy, which can be found at [academy.com/shop/en/store/privacy-policy](http://academy.com/shop/en/store/privacy-policy).

By entering this Sweepstakes, Entrant is further consenting to Content Host's sharing of Entrant's Personal Information submitted in connection with the Promotion with Administrator. Entrant's Personal Information will only be used by the Administrator for the purpose of selecting Winners and will not be retained after all Prizes are distributed. Only a list of the Winners names will be saved by the Administrator until October 31, 2018 at which point all Personal Information will be destroyed.

5. **DRAWINGS:** On or about April 6 2020, Administrator will use an independent service to randomly select the name of the potential winner from a list of all eligible entries received by the Content Host during the Entry Period. The potential winner will be notified by phone. The odds of winning a prize depends on the number of eligible entries received during the Entry Period.
6. **LIMITATIONS:** The Sweepstakes Entities are not responsible for misdirected, incomplete, lost, late, illegible, undelivered, inaccurate or delayed entries, or for technical, hardware, or software failures of any kind, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems that may limit or affect a person's ability to participate in the Sweepstakes, whether human, mechanical, typographical, printing, electronic, network or otherwise, relating to or in connection with the Sweepstakes, including, without limitation, errors that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials. In the event of sabotage, acts of God, terrorism or threats thereof, computer virus or other events or causes beyond the Content Host's and/or Administrator's control, that corrupt the integrity, administration, security or proper operation of the Sweepstakes, the Content Host and Administrator reserve the right, in their sole discretion, to disqualify entrants and/or modify, cancel or suspend the Sweepstakes. In the event of cancellation, the Content Host and Administrator reserve the right to award the prizes from among all eligible, non-suspect entries received prior to the event requiring such cancellation. False or deceptive entries or acts will render the entrant ineligible. All entries become the property of the Content Host and Administrator and will not be acknowledged or returned. ANY ATTEMPT DELIBERATELY TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE ADMINISTRATOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
7. **PRIZES:** Visit [www.academy.com/shop/browse/ncaa-sweepstakes](http://www.academy.com/shop/browse/ncaa-sweepstakes) for prize information.

Each winner is responsible for the reporting and payment of all federal, state and local taxes (if any) and any other costs and expenses associated with Prize acceptance and use not specified in these Official Rules and/or in the applicable entry instructions as being provided. Prizes will be fulfilled within a reasonable time after Administrator's verification of all winners. All Prize details and additional terms, conditions or eligibility requirements are in Administrator's discretion.

- 8. WINNER DISPUTE:** In the event of a dispute over the owner of an entry, entries will be deemed to have been submitted by the owner of the ISP account from which they were sent. For these purposes, an ISP account holder shall mean the natural person(s) assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. Any questions regarding the number of entries submitted or the owner of an ISP account shall be determined by Administrator in its sole discretion, and Administrator reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Administrator.
- 9. NO TRANSFER.** Prizes cannot be sold, traded, bartered, assigned, exchanged or transferred to or shared with a third party or auctioned through an online auction site or otherwise. Any prize which Administrator deems in its sole discretion to have been sold, traded, bartered, assigned, exchanged or transferred may be confiscated and/or cancelled.
- 10. NO WARRANTY:** CONTENT HOST AND ADMINISTRATOR MAKE NO WARRANTY OF ANY KIND REGARDING THE SWEEPSTAKES OR THE PRIZES, WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. CONTENT HOST AND ADMINISTRATOR EXPRESSLY DISCLAIM ANY REPRESENTATIONS OR A WARRANTY THAT THE SWEEPSTAKES WILL BE ERROR-FREE. CONTENT HOST AND ADMINISTRATOR FURTHER DISCLAIM ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION DISTRIBUTED WITH RESPECT TO THE SWEEPSTAKES. CONTENT HOST AND ADMINISTRATOR EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. IN ADDITION, CONTENT HOST AND ADMINISTRATOR AND THEIR AUTHORIZED AGENTS MAKE NO REPRESENTATIONS, GUARANTEES OR WARRANTIES OF ANY KIND CONCERNING THE PRIZES AWARDED VIA THE SWEEPSTAKES. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.
- 11. REVISIONS:** Administrator reserves the right to revise any of the Official Terms and Conditions at any time by updating this posting; revisions may include, but are not limited to, the duration of the Sweepstakes, the eligibility for entering in the Sweepstakes, the Prizes to be awarded and when the Prizes will be awarded. These revisions may be made at any time, without notice, other than through revisions to these Official Terms, even though these changes may affect your ability to be eligible for Prizes. By entering the Sweepstakes following the posting of any such change, you are deemed to have agreed to the amended version of these Official Terms and Conditions and are bound by any such revisions and should therefore periodically visit this Website to review the then current Official Terms and Conditions to which you are bound. Any failure to comply with these Official Terms and Conditions, or any attempt to act in a way that is inconsistent with the intent of these Official Terms and Conditions, or any conduct detrimental to Content Host or Administrator, or any misrepresentation, or any fraudulent activities in connection with the Sweepstakes or the prizes, or failure to act in a manner consistent with federal, state, provincial or local laws, regulations or ordinances by you may result, in addition to any rights or remedies available to Content Host and Administrator in law or equity, in the termination of your entering into this Sweepstakes, and the forfeiture and relinquishment of all Prizes you may have been awarded, as determined by Administrator or its authorized agents, in their sole discretion.

Notwithstanding the above, should Administrator decide to discontinue the Sweepstakes before the end of the Entry Period, notice will be given to entrants (as determined in Administrator's discretion). Once the notice period of the Sweepstakes has ended, prizes will no longer be redeemable, and all prizes automatically become void.

- 12. LIMITATIONS OF LIABILITY:** No responsibility or liability is assumed by Releasees (as hereinafter defined) for any technical problems or technical malfunction of any kind arising in connection with any of the following occurrences which may affect or interrupt the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectively or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or telephone providers; garbled, jumbled or faulty data transmissions; failure of any email or telephone transmissions to be sent to or received; lost, late, delayed, garbled, damaged, misdirected, undelivered or intercepted email; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, human error, unauthorized tampering, hacking, fraud, theft, virus, bugs, worms; or destruction of any aspect of the Sweepstakes or data thereof, including, without limitation, tampering of or hacking into the telephone lines, or loss, miscount, misdirection, inaccessibility or unavailability of an internet address used in connection with the Sweepstakes. Releasees are not responsible for any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment, smart phone or tablet resulting from participation in the Sweepstakes, or use of or download of any information from the Website. Use of the Website is at user's own risk. WITHOUT LIMITING THE FOREGOING, EVERYTHING IN THE SWEEPSTAKES IS PROVIDED 'AS IS' WITHOUT ANY WARRANTY OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.
- 13. CONDITIONS ON ENTRY:** By entering, all Entrants signify their agreement to be bound by these Official Terms and Conditions, (and any Official Promotion Rules which may appear on the Website from time to time), and the decisions of Administrator and its authorized agents whose decisions in all aspects shall be final and binding. Administrator and its authorized agents may, at their sole discretion, disqualify any individual from participating in any aspect of the Sweepstakes, and/or may cancel, suspend or block any entry entered by such person (and void all associated Prizes) if Administrator and its authorized agents deem or suspect that such person has engaged in or has attempted to engage in any of the following: (a) acting in violation of these Official Terms and Conditions; or (b) damaging, tampering with or corrupting the operation of the Website; or (c) acting with intent to annoy, harass or abuse any other person; or (d) using any automated bot, script or other robotic, mechanical, programmed or automated devices to submit data to the Website; or (e) engaging in any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (f) engaging in any activity deemed in sole discretion of Administrator and its authorized agents to be generally inconsistent with the intended operation of the Website or the Sweepstakes.
- 14. RELEASE OF LIABILITY:** BY ENTERING, ALL ENTRANTS, ON BEHALF OF THEMSELVES, THEIR LEGAL REPRESENTATIVES, ESTATE, HEIRS AND ASSIGNS, AGREE TO RELEASE CONTENT HOST, CONTENT HOST'S OWNERS, AFFILIATES, SUBSIDIARIES, AND ALL OF CONTENT HOST'S RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, ADMINISTRATOR AND ALL OF THEIR RESPECTIVE MEMBERS, OFFICERS, EMPLOYEES AND AGENTS, (COLLECTIVELY, THE "RELEASEES"), FROM ANY AND ALL LIABILITY, CLAIMS OR ACTIONS OF ANY KIND WHATSOEVER FOR PERSONAL INJURY, DEATH, LOSS, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISE OUT OF OR IS IN ANY WAY CONNECTED WITH (A) ANY ENTRY INTO THE SWEEPSTAKES INCLUDING BUT NOT LIMITED TO TRAVELING TO AND/OR FROM ANY PRIZE,

OR THE RECEIPT, OWNERSHIP OR USE OF ANY PRIZE, (B) ANY FAILURE OR DELAY BY ADMINISTRATOR IN CONNECTION WITH THE SWEEPSTAKES (INCLUDING WITHOUT LIMITATION, THE USE OF, OR INABILITY TO USE, ANY TYPOGRAPHICAL, PRINTING, MECHANICAL, NETWORK, ELECTRONIC, HUMAN OR OTHER ERRORS, ERRORS THAT MAY OCCUR IN CONNECTION WITH THE ADMINISTRATION OF THE SWEEPSTAKES, THE AWARDING OF PRIZES, THE INCORRECT PROCESSING OF PRIZES, THE INCORRECT TABULATION OF PRIZES, OR ANY INACCURATE OR INCORRECT DATA CONTAINED ON THE WEBSITE; (C) THE DISSEMINATION OF ANY ENTRANT'S PERSONALLY IDENTIFIABLE INFORMATION; OR (D) THE PERFORMANCE OR NON-PERFORMANCE OF THE SWEEPSTAKES BY ADMINISTRATOR, EVEN IF ADMINISTRATOR HAS BEEN ADVISED OF THE POSSIBILITY OF PERSONAL INJURIES, DEATH OR DAMAGES. THIS DISCLAIMER OF LIABILITY APPLIES TO ANY DAMAGES, PERSONAL INJURY OR DEATH CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF YOUR ENTRY INFORMATION, WHETHER FOR BREACH OF CONTRACT, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION. YOU ACCEPT ALL RESPONSIBILITY FOR, AND HEREBY INDEMNIFY AND HOLD RELEASEES HARMLESS FROM AND AGAINST, ANY ACTIONS TAKEN BY ANY USER AUTHORIZED TO USE YOUR E-MAIL ACCOUNT, INCLUDING, BUT NOT LIMITED TO, AWARDING OF PRIZES, REDEMPTION OF PRIZES, AND DISCLOSURE OF PASSWORDS TO THIRD PARTIES. ENTRANTS AGREE THAT ALL CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. BY VIRTUE OF YOUR ENTERING IN THE SWEEPSTAKES YOU IRREVOCABLY WAIVE YOUR RIGHT TO BE INCLUDED IN ANY FORM OF CLASS ACTION.

- 15. GOVERNING LAW/DISPUTES:** Except where prohibited by law, Entrants agree that any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes shall be resolved by the appropriate court in Indianapolis, Indiana, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by Entrant with regard to the Sweepstakes, excluding attorneys' or other related fees and punitive, exemplary, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrants and Administrator in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Indiana, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Indiana or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision, so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
- 16. USE OF DATA:** Any data or information, including personally identifiable information, collected during an Entrant's participation in this Sweepstakes shall not be used or saved by Administrator, its affiliates, agents, and marketers for any other purpose other than the administration of this Sweepstakes. Content Host may use any data or information collected during Entrant's participation in this Sweepstakes for future promotional and/or advertisements affiliated with the Content Host.
- 17. MISCELLANEOUS:** The invalidity or unenforceability of any provision of the terms and conditions of these Official Rules and/or any other documentation will not affect the validity or enforceability of any other provision. In the event that any provision of these Official Rules and/or any other documentation are determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Administrator's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to effect in any manner the meaning or intent of the documents or any provision hereof.

**18. OFFICIAL RULES OR WINNERS LIST:** For a copy of the Official Rules or Winner List, send a self-addressed, stamped envelope to the following address no later than October 31, 2018 (please specify “Official Rules” or “Winners”): National Tailgate Weekend Road Trip Sweepstakes Shot Sweepstakes, Learfield Licensing Partners, LLC, Attn: Legal Department, 8900 Keystone Crossing, Suite 605, Indianapolis, Indiana 46240.

**19. CONTENT HOST: Academy Ltd. d/b/a Academy Sports + Outdoors, 1800 N. Mason Road, Katy, TX 77449.**

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