

**Presidents' Day Giveaway  
OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE PRIZE IN THIS GIVEAWAY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. VALID ONLY IN THE CONTIGUOUS 48 UNITED STATES AND THE DISTRICT OF COLUMBIA. VOID WHERE PROHIBITED.**

1. **SPONSOR:** The Presidents' Day Giveaway ("Giveaway") is sponsored by 4Patriots, LLC, 2920 Berry Hill Dr., Suite 300, Nashville, TN 37204 ("Sponsor").
2. **ELIGIBILITY:** To enter the Giveaway, you must, as of the start of the Giveaway Period (defined below), (i) be a legal resident of the contiguous 48 United States or the District of Columbia, (ii) above the age of majority in your place of residence; and (iii) have access to the Internet. Employees, officers and directors of Sponsor, its advertising and promotion agencies, and its respective parent companies, affiliates, franchisees, subsidiaries and agencies, and their immediate families (parents, siblings, children and spouses of each, regardless of where they live) and members of the households (whether related or not) of such employees, officers and directors, are ineligible to participate in this Giveaway. The Giveaway is subject to all applicable federal, state, and local laws and is void where prohibited.
3. **GIVEAWAY PERIOD:** Entries must be submitted between 12:00 am Central Time ("CT") on February 14, 2023, and 11:59 pm CT on February 20, 2023 ("Giveaway Period"). Sponsor's computer, or that of its designee, shall serve as the official timekeeper for the Giveaway.
4. **HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR WIN.** There are two ways to enter the Giveaway: (1) by purchasing the Presidents' Day 1-Year Survival Food Kit offer, or (2) by visiting <https://tinyurl.com/2kekur72> and completing an entry form, including your First Name, Last Name, Email Address, Phone Number, and Mailing Address, accepting these Official Rules and clicking "Submit". You will earn one (1) customer entry into the Giveaway. Limit one (1) entry per person, authorized email account holder, and household during the Giveaway Period, regardless of entry method. With your entry, you will be entered for a chance to win a Prize (as defined below). Sponsor reserves the right to disqualify entries that are incomplete, illegible, contain false or inaccurate information, violate these Rules, Sponsor's policies, or applicable laws, or are not within the spirit of the Giveaway, as determined by Sponsor in its sole discretion.

Entrants are limited to one (1) entry per person, regardless of method of entry. Entries must be received during the Giveaway Period to be eligible. Any use of automated, robotic, macro, programmed or similar quick-entry programs, or attempts to exceed the maximum number of entries permitted, is prohibited and will result in disqualification. In case of dispute, entries will be declared made by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access Provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor will not verify receipt of entries. Entries become property of Sponsor and will not be returned. If an entrant enters this Giveaway on his/her mobile device, message and data rates may apply. Entrants should consult their wireless service provider regarding its pricing plans. Entrants should review their mobile device's capabilities for specific app instructions.

5. **SELECTION AND NOTIFICATION OF THE PRIZE WINNER:** On or about February 21, 2023, Sponsor or its designee will retrieve customers from among all eligible entries. Ten (10) potential winners will be selected from the eligible entries based on the timing of their entry. After being identified, the selected entrants will receive a notification informing them that they have been identified as a potential winner and additional directions for eligibility verification. If a prize is returned as undeliverable or Sponsor is otherwise unable to award the prize to a potential winner, then such person may be disqualified and an alternate potential winner may be selected based on entry order (either by purchase or free online entry), if time permits. Non-compliance with these Official Rules, failure to return any documentation requested by Sponsor or Sponsor's inability to contact a potential winner, as determined in Sponsor's sole discretion, may result in disqualification. Sponsor's decisions are final and binding in all matters related to the Giveaway.
6. **PRIZE AND APPROXIMATE RETAIL VALUES ("ARV"):** A total of ten (10) entrants will be eligible to receive one of the following prizes: One (1) Emergency Food Bar Pack (Approximate Retail Value ("ARV"): \$99.95 USD), One (1) Gold Medallion All-Meat Survival Food Kit (ARV: \$249.00), One (1) 1-Year Survival Food Kit (ARV: \$2,796.00), One (1) Patriot Power Sidekick® (ARV: \$499.00), One (1) Talk-N-Go Rechargeable Walkie Talkies 2-pack (ARV: \$129.95), One (1) Ultimate Survival Handbook - Digital Guide and call with Cade Courtley (ARV: \$19.95), One (1) Freeze-Dried Berry Super Pack (ARV: \$109.00), Two (2) 4-Week Survival Food Kit (ARV: \$277.00/ea), One (1) Patriot Pure Ultimate Water Filtration System (ARV: \$199.00). Odds of winning a prize depend on the number of eligible entries received during the Giveaway Period. No transfer, substitution or cash equivalent for prize is allowed, except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize, in whole or in part, of equal or greater monetary value if the prize or any portion of the prize

cannot be awarded, in whole or in part, as described for any reason. Actual retail value of the prizes or prize components may differ from stated ARV and Sponsor will not award any difference between actual value and ARV. Actual prizes may differ from any promotional images. Prize winner is responsible for all federal, state, or local taxes associated with prize acceptance.

7. **PUBLICITY RELEASE:** By participating in the Giveaway, Participants grant to the Sponsor, and those acting under Sponsor's authority, the right to the use of his/her name, photograph, likeness, voice, image, statements and biographical information, at any time or times, for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide, in perpetuity, including the World Wide Web without review, notification or approval, and additional compensation, unless prohibited by law.
8. **DISQUALIFICATION:** If an entrant is found to be ineligible, or if he/she does not comply with the Official Rules, then such entrant will be disqualified. If the prize, prize documentation or prize notification is returned as undeliverable or unclaimed, this will result in disqualification. In the event an entrant is deemed ineligible or disqualified for any reason under the provisions of the Official Rules, then an alternate potential winner may be selected via a random drawing from among all eligible entries received during the Giveaway Period, if time permits. If, after a good-faith attempt, Sponsor is unable to award or deliver the prize, the prize may not be re-awarded.
9. **PRIVACY:** Entry in the Giveaway constitutes consent to the transfer of the personal information collected from the entrant to the Sponsor for the purposes of administering the Giveaway and for such other purposes to which entrant may opt in to provide their consent as outlined herein or on the Giveaway website. All information submitted to Sponsor as part of this Giveaway will be treated in accordance with the privacy policy located at <https://4patriots.com/pages/privacy-policy>.
10. **GIVEAWAY CONDITIONS:** By entering, each entrant agrees: (a) to be bound by these Official Rules and any other documents required by Sponsor herein and by the decisions of the Sponsor, and to waive any right to claim ambiguity in this Giveaway, the Official Rules or any other documents required by Sponsor herein, (b) to indemnify, defend and hold harmless Sponsor, and its officers, directors, employees, shareholders, representatives and agents (collectively, "Released Parties") from and against any and all liability, claims, losses, damages, demands, causes of action, penalties and expenses arising out of or related to any statement, action or failure to act by entrant during or in connection with his/her participation herein and/or any breach or alleged breach of these Official Rules or of any other documents required by Sponsor and, (c) not to sue and to hereby irrevocably and unconditionally release, discharge and hold harmless the Released Parties from any and all liabilities, claims and demands of any kind or nature whatsoever, in law or equity, whether known or unknown, which entrant (or entrant's successors-in-interest, heirs and/or agents) ever had, now have, or in the future may have against the Released Parties, including, but not limited to claims arising out of or related to personal injury (including death) and/or damage, theft, loss or any other harm resulting in whole or in part, directly or indirectly, from (i) participation in the Giveaway or any Giveaway related activity, (ii) the acceptance, possession, misuse or use of the prize, (iii) the use of any of the rights granted herein (including, without limitation, the use and exploitation of the entrant's entry, name, address (city and state), biographical information, statements, voice, photograph, and/or other likeness), (iv) any malfunction or other problem with any Giveaway website or webpage, (v) any error in the collection or retention of entry information, and (vi) any typographical or other error in the printing, offering or announcement of any prize.
11. **LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for lost, late, stolen, deleted, misdirected, undeliverable or incomplete entries due to system errors or failures or faulty transmissions or other telecommunications malfunctions; and/or entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, or failed, incomplete or garbled computer or telephone transmissions, typographical or system/human errors and failures, or faulty transmissions, or for any problems or technical malfunction(s) of any telephone network or lines, cable connections, or satellite transmissions, computer online systems, servers or providers, computer equipment, or entries not received by Sponsor on account of technical problems or traffic congestion on the Internet or at a website, or any combination thereof, including other telecommunication, cable, digital or satellite malfunctions which may limit an entrant's ability to participate. Proof of transmission does not constitute proof of entry. The Released Parties are also not responsible for any malfunction of any Giveaway website or webpage or error in the collection, processing or retention of entry information.

WITHOUT LIMITING THE FOREGOING, AND EXCEPT WHERE PROHIBITED BY LAW, EVERYTHING REGARDING THIS GIVEAWAY, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

12. **TERMINATION/SUSPENSION/MODIFICATION OF GIVEAWAY:** If for any reason this Giveaway is not capable of running as planned, including, but not limited to, 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, fulfillment or proper conduct of the Giveaway, Sponsor reserves the right in its sole discretion to terminate,

modify or suspend the Giveaway and to select the winner by conducting a random drawing from those eligible entries received up to the time of the termination/suspension. Sponsor may also disqualify or prohibit an entrant from participating in the Giveaway or winning a prize in this or any other promotion conducted by Sponsor if, at its sole discretion, it determines that said entrant has violated the Official Rules or has threatened or is attempting to undermine the legitimate operation of the Giveaway by cheating, hacking, 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 or Sponsor's representatives. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

- 13. DISPUTES:** Subject to applicable law, by entering the Giveaway, each entrant agrees that disputes will be resolved as follows: the Giveaway is governed by the laws of Tennessee, without regard to the conflicts of law provisions. All disputes, claims or demands that relate to these Official Rules will first be brought to the attention of the other party and will be resolved individually, without resort to any form of class action. The receiving party shall have sixty (60) days from the date of such notice to remedy the described breach or violation and notify the complaining party in writing of the resolution. If the dispute, claim or demand is not resolved to the satisfaction of the complainant within 60 days, the complainant may request an informal resolution conference (mediation), which if agreed to by the other party will be scheduled to occur in Nashville, TN within twenty-one (21) days of the written response. Each party shall have the right to be represented at such a conference by counsel and will ensure that a decision-maker with full and complete authority to resolve the dispute attends the conference. Such conference will be in front of a third-party mediator located in Nashville, TN chosen by the parties. If the parties do not agree to conference or are unable to resolve a dispute after such a conference, the parties agree that exclusive jurisdiction for any dispute, claim or demand related in any way to these Official Rules will be decided by binding arbitration in Nashville, TN. All disputes between the parties, of whatsoever kind or nature arising out of these Official Rules, shall be submitted to JAMS for binding arbitration under its applicable rules then in effect, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.
- 14. WINNERS LIST:** For a complete list of prize recipients, please contact Sponsor at Presidents' Day Giveaway Winners List, 2920 Berry Hill Dr., Suite 300, Nashville, TN 37204, by no later than March 30, 2023.
- 15. SEVERABILITY:** If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

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