

KAHR FIREARMS GROUP
Shooting Video Contest 2017 Official Rules

NO PURCHASE NECESSARY TO PLAY OR WIN. U.S. LAW AND LOCAL LAWS AS APPLICABLE IN EACH JURISDICTION GOVERN THIS KAHR VIDEO CONTEST.

1. ELIGIBILITY: The KAHR FIREARMS GROUP Video Contest is open only to legal residents of the fifty (50) United States and Washington, D.C., who are eighteen (18) years or older. Participation constitutes full and unconditional agreement to these official rules ("Rules"). Kahr Firearms Group (Kahr Arms, Auto-Ordnance, Thompson and Magnum Research) is the Sponsor. Sponsor's decisions are final and binding in all matters related to the Promotion. Winning is contingent upon fulfilling all requirements set forth herein. Void where prohibited or restricted by law. Officers, directors, and employees (and members of their households or immediate families, i.e., parents, children, spouses, siblings, grandparents, the step-parents, step-children, and step-siblings of each and persons residing in such immediate family members' households) of Sponsor, its parent, related, affiliated and subsidiary companies, all other entities involved in the creation, administration, or fulfillment of the Promotion and their respective successors and assigns are not eligible to enter or win.

2. TIMING: The KAHR FIREARMS GROUP Video Contest begins on September 1, 2017 at 12:00 a.m. EST and ends on December 31, 2017 at 11:59 p.m. EST (the "KAHR FIREARMS GROUP Video Contest Period").

3. HOW TO ENTER:

a. During the KAHR FIREARMS GROUP Video Contest Period, Entrants will upload a video of shooting a Kahr Arms pistol at a target to YouTube and explaining why they chose a Kahr Arms pistol over similar semi-auto pistols (the "Video Submission"); and then submit the URL of their Video Submission to KAHR.com.

b. By submitting a Video Submission, each Entrant expressly accepts and, to be eligible for the Prize, must comply with, the Entry Guidelines and Requirements, which are set forth below. Entrants must read these Official Rules carefully and accept them prior to submitting the URL. Please read them prior to creating a Video Submission in the KAHR FIREARMS GROUP Video Contest. In the event that a Video Submission does not comply with any of the terms of these Official Rules, as determined by Sponsor in its sole discretion, such Video Submission will be

void. An Entrant can submit only one Video Submission. Any duplicates may be voided in Sponsor's sole discretion and only the first entry submitted (based on time/date) will be included in the KAHR FIREARMS GROUP Video Contest.

4. ENTRY GUIDELINES AND REQUIREMENTS: Each Video Submission:

- Must include an original video;
- Must be uploaded to YouTube and submitted for consideration through the designated web page (no other form of submission (e.g. email) will be accepted);
- Must be at least 30 seconds but no more than five (5) minute(s) in length;
- Must be in English;
- Must not contain material that violates or infringes another's rights, including, but not limited to, privacy, publicity or intellectual property rights, including copyright infringement, or legal or moral rights of any third party, living or deceased;
- Must have approval from any persons appearing in the Video Submission and the Entrant must be able to provide express written consent of every such person appearing in the Video Submission to Sponsor if requested;
- Must not disparage Sponsor or any other person or party affiliated with the KAHR Video Contest and administration of this KAHR FIREARMS GROUP Video Contest;
- Must not include any personally identifiable information, such as an Entrant's full name, address or telephone number;
- Must be the sole, exclusive and original work of the Entrant and must not contain images or artwork, music, quotes, parodies or other materials not created by Entrant;
- Logos, brand names or trademarks, other than those of Sponsor may be used under the "fair use" doctrine – educational, informational, and comparative purposes;
- Must not have been submitted previously in a video contest;
- Must not contain, facilitate, reference, or use material that is fraudulent, inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous;
- Must not contain, facilitate, reference or use material that contains prohibited content.
- Must not contain any viruses, spyware, malware, or other malicious components that are designed to harm the functionality of a computer in any way;
- Must not involve paying for YouTube views; any software of any sort to boost views will be a violation of contest rules;

- Must not contain, facilitate, reference, or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status, or age; and
- Must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where the Entry is created.

NOTE: If any Video Submission fails to comply with any of these Entry Guidelines and Requirements or any other provisions of these Rules, Sponsor reserves the right to disqualify the Entrant and the Video Submission will not be eligible to win. All guidelines are as determined by sponsor in its sole discretion.

5. SPONSOR'S IP AND GENERAL VIDEO SUBMISSION TERMS: Sponsor grants Entrants a limited, revocable, non-sublicensable license to use Sponsor's name, product, trademarks and logos (collectively, "Sponsor's IP") for the sole purpose of participating in this KAHR FIREARMS GROUP Video Contest.

Each Entrant retains ownership of his/her Video Submission. Each Entrant hereby grants to Sponsor and its affiliated companies and designated agents a non-exclusive, transferable, perpetual, irrevocable, royalty free, unconditional, fully paid license and right to post and to make, have made, use, copy, reproduce, modify, and create derivative works of, the Video Submission and any materials provided by the Entrant with the Entrant's Video Submission or otherwise through the KAHR FIREARMS GROUP Video Contest ("Entrant Materials"). Additionally, each Entrant consents to the use of the name, statements, photographs, videos, voice recordings and likenesses of himself/herself and any other person appearing in the Video Submission and Entrant Materials, for publicity purposes, as well as any other purpose associated with the KAHR FIREARMS GROUP Video Contest.

If requested, Entrant will cooperate with sponsor to verify results. Entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the Video Submission and Video Submission Materials.

6. HOW TO WIN: A KAHR panel of judges, at its sole discretion, will determine one winner (the "Winner") based on numerous factors including, but not limited to, number of views, compelling arguments that prefer Kahr pistols to similar semi-auto pistols, quality of video, etc. during the KAHR FIREARMS GROUP Video Contest Period, September 1, 2017 – 11:59

p.m. EST December 31, 2017. The Winner will be announced by January 15, 2018. The Winner will be confirmed by e-mail and must meet all eligibility requirements including the timely execution and return of all necessary releases and documents (if any) required by Sponsor.

A potential winner will be disqualified and an alternate potential winner may be selected if (i) he/she does not comply with these Official Rules (or is otherwise determined to be ineligible), (ii) he/she does not respond to the prize notice within ten (10) days of its transmission (or receipt, if mailed), or if the emailed prize notice, after three (3) attempts, is returned as undeliverable, (iii) the person fails to comply with other rules set by the Sponsor; or (iv) the prize is undeliverable for any reason. If Sponsor notifies, or seeks to deliver a prize to or otherwise attempts to contact an alternate potential winner, and such alternate potential winner is subsequently disqualified then Sponsor shall use its reasonable business judgment to determine, in its sole discretion, the disposition of the prizes (e.g., may choose another alternate potential winner in a manner consistent with these rules or donate the prize to another entity, at its sole discretion).

7. PRIZE: The Winner (1) will receive his or her choice of Kahr Firearms Group (Kahr Arms, Auto-Ordnance, Thompson, Desert Eagle, and Magnum Research) products including firearms and accessories up to a limit of \$10,000 based on the retail value published on Sponsor's websites.

No substitution, assignment or transfer of a prize is allowed except with Sponsor's permission or where required by law. If for any reason a prize becomes unavailable, Sponsor may award a substitute prize of equal or greater value in its sole discretion. **THE WINNER IS SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE.** Award of a prize is subject to verification of eligibility and compliance with all rules. Allow 4-6 weeks after award of prize for prize fulfillment.

8. RELEASE: By participating in this KAHR FIREARMS GROUP Video Contest or receiving a prize, Entrants (and in particular, winners) agree to release and to indemnify and hold harmless Sponsor, Presenter, YouTube, Inc., and each of their respective related companies, and all of its or their company's officers, directors, employees and agents (collectively, the "Released Parties") for any liability, injury, death, loss or damages to entrant or any person or entity, including without limitation damage to personal or real property, caused in whole or in part, directly or indirectly, by participation in this KAHR FIREARMS GROUP Video Contest (or related activities) or the acceptance, possession or use/misuse of a prize.

9. LIMITATIONS OF LIABILITY: Released Parties are not responsible for lost, incomplete, late, damaged, garbled, undelivered, inaccurate or misdirected Video Submissions; or Video Submissions that cannot be played or for failures of sound recording; failures or malfunctions of phones, phone lines or telephone systems or other communications malfunctions; interrupted or unavailable network, Internet Service Provider (ISP), cable, satellite, server or other connections including those through www.YouTube.com; miscommunications, failed computer hardware or software or other technical failures; garbled, lost, misrouted or scrambled transmissions; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to Entrant's or any other person's computer related to or resulting from participation in this KAHR FIREARMS GROUP Video Contest; printing, typographical or other errors appearing within these Official Rules or in any KAHR FIREARMS GROUP Video Contest-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, technical, electronic or otherwise, including, without limitation, errors that may occur in connection with the administration of this KAHR FIREARMS GROUP Video Contest, the processing or judging of Video Submissions, the announcement of the prize, the incorrect uploading of any Video Submission, or in any other KAHR FIREARMS GROUP Video Contest-related materials. The use of automated entry or similar devices is prohibited and entries through such prohibited devices are void. By entering this KAHR FIREARMS GROUP Video Contest entrants give their express permission to be contacted by Sponsor by telephone, email and/or postal mail for promotional purposes only.

10. PUBLICITY: Except where prohibited, participation in this KAHR FIREARMS GROUP Video Contest constitutes Entrant's (and in particular, Winner's) consent to Sponsor and its or their agents' use of entrant's name, likeness, voice, opinions and biographical information for publicity, advertising, trade or promotional purposes in any media or manner, now known or hereafter devised, worldwide, without further payment, consideration, notice or approval.

11. CONDITIONS OF PARTICIPATION:

- a. Conduct. Sponsor reserves the right in its sole discretion, to modify, cancel, terminate, and/or suspend the KAHR FIREARMS GROUP Video Contest and to disqualify any individual who tampers with the entry process, violates these Official Rules, or acts in a disruptive or unsportsmanlike manner. Without limiting the foregoing, Sponsor may lock out an entrant who, in Sponsor's sole judgment, has been disqualified, has questionable eligibility or is otherwise ineligible to enter.

CAUTION: A PERSON WHO ATTEMPTS DELIBERATELY TO UNDERMINE

THE LEGITIMATE OPERATION OF THIS KAHR FIREARMS GROUP VIDEO CONTEST OR TO ALTER OR DAMAGE A WEBSITE MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PENALTIES AND FINES; AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- b. Incidents. Without limiting the foregoing, Sponsor may modify, cancel, terminate, and/or suspend the KAHR FIREARMS GROUP Video Contest if, in the Sponsor's sole opinion, an incident of any kind occurs to corrupt or impair the administration, security, integrity, fairness or play (as intended) of the KAHR FIREARMS GROUP Video Contest, including without limitation: (a) viruses, bugs, unauthorized human intervention, fraud or technical failure; or (b) earthquake, flood, fire, storm or other natural disaster, act of God; or (c) labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict (whether or not officially declared).
- c. Cancellation. In the event of a cancellation or termination, prizes may be awarded in any manner deemed fair and appropriate by Sponsor.

12. DISPUTES/CHOICE OF LAW: Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this KAHR FIREARMS GROUP Video Contest or any prize awarded shall be resolved by state or federal courts situated in Westchester County, New York State; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) Entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York law, without reference to New York's choice of law rules, governs the KAHR FIREARMS GROUP Video Contest and all aspects related thereto, the participants expressly waiving any other forum that they may be entitled to in light of their current or future domiciles.

THIS KAHR FIREARMS GROUP VIDEO CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, YOUTUBE.