

Pyramyd Air's Big Birthday Giveaway!

OFFICIAL RULES

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION: Pyramyd Air's Big Birthday Giveaway! Promotion (the "**Promotion**") begins on or about 5/24/2021 at 12:00:01 p.m. Eastern Time ("**ET**") and ends on 5/28/2021 at 11:59:59 p.m. ET (the "**Promotion Period**"). Participation in the Promotion does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Promotion, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of (Pyramyd Air) ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Only legal United States residents residing in the fifty (50) United States and Washington D.C. who are eighteen (18) years of age or older are eligible to participate. Employees, officers and directors of Sponsor, Partners, their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each are not eligible to participate in the Promotion. Promotion is void where prohibited by law.

HOW TO ENTER: NO PURCHASE NECESSARY. To participate, Visit <https://www.pyramydair.com/birthday-giveaway> ("Contest Website") and complete the online entry form ("Contest Entry Form") as indicated on the Contest Website by entering Entrant's name and valid email address, and confirmation that Entrant understands and agrees to the Contest Rules. You must have a valid email address to enter the Contest. Email accounts can be obtained free of charge from many Internet service providers. Internet access can be obtained free of charge from many public libraries. Proof of sending an online entry is not proof of receipt by Sponsor. All Grand Prize claims are subject to verification of eligibility.

Except as contemplated in these Official Rules, personal information collected in connection with this Promotion will be used in accordance with Sponsor's [Privacy Policy](#). **Limit one (1) entry per person and/or per email address per day.** For purposes of these Official Rules, a "day" is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:00:01 a.m. ET and ending at 11:59:59 p.m. ET.

PRIZE/ODDS:

Contest Prizes are as follows:

- A. **"GRAND PRIZE":** The Grand Prize consists of \$25,000. **There is no guarantee that the GRAND prize will be awarded.** The odds of winning the Grand Prize are 1:10,000,000.
- B. **"SECOND PRIZE":** 1 Daily winner of an Air gun valued up to \$500.
- C. **"THIRD PRIZE":** 5 Daily winner of \$100 gift card to PyramydAir.com

WINNER DETERMINATION:

Grand Prize Winner Determination: Prior to the start of the Promotion Period, Sponsor's will randomly determine one (1) Grand Prize determination number (the "**Prize Determination Number**"). At the time of participation in accordance with the instructions provided for the Platform, the Sponsor's computer will randomly generate one (1) number associated with the participant's entry (the "**Participant Number**"). If the Prize Determination Number and the participant's Participant Number match identically and in order, the participant will be a potential winner of the Grand Prize, subject to verification of eligibility and compliance with these Official Rules. If there is a potential Grand Prize winner, such Grand Prize winner will receive instructions on screen at the time of Grand Prize winner determination on how to verify eligibility and claim the Grand Prize.

All other prizes are based on random computer- generated winning times. UNCLAIMED/UNREDEEMED PRIZES WILL NOT BE AWARDED. Odds of winning a prize depend on the total number of eligible plays and the time and date upon which they are entered. There is no guarantee that all prizes will be awarded. All prizes will be awarded AFTER the promotion period. Someone from the Pyramyd Air Marketing team will reach out to winners via the email address provided at time of registration.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed on any Platform and these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of a participant, participation will be deemed completed by the authorized account holder of the email address provided at time of registration with a Platform, if available. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Furthermore, in the event a dispute regarding the identity of the individual who actually participated in the Promotion cannot be resolved to Sponsor's satisfaction, the affected play will be deemed ineligible.

If due to technical, production or other errors, more Grand Prizes are claimed than intended, the Grand Prize will be awarded in a random drawing from all those submitting purportedly valid claims. No more than one (1) Grand Prize will be awarded. ALL POTENTIAL WINNING PLAYS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING. A "SCREEN SHOT" IS NOT PROOF OR EVIDENCE OF A WINNING PLAY AND/OR PRIZE. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PLATFORM SHOULD SO INDICATE, UNLESS AND UNTIL SAID PARTICIPANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAVE BEEN VERIFIED AND SAID PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS

DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED. The submission of a Grand Prize claim is solely the responsibility of the participant.

GENERAL PRIZE CONDITIONS: The Grand Prize winner shall be solely responsible for all federal, state, and/or local taxes, and the reporting consequences thereof. Any potential Grand Prize winner must sign and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of receipt of same (or a shorter time if required by exigencies), winner may be disqualified and, at the discretion of Sponsor the Grand Prize will either not be awarded or a new Prize Determination Number will be selected.

GENERAL: Acceptance of a prize/offer constitutes prize/offer winner's permission for Sponsor and its designees to use prize/offer winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize/offer, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize/offer, including, without limitation, to such prize/offer's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Promotion, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize/offer notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Promotion if it determines, in its sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event Sponsor is prevented from awarding prizes/offers or continuing with the Promotion as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Promotion. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or

illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

WINNER'S LIST: For the names of the prize/offer winners, send a self-addressed, stamped envelope to: Pyramyd Air's Big Birthday Giveaway, Pyramyd Air, 5135 Naiman Parkway Solon, OH 44139. All such requests must be received within six (6) weeks after the end of the Promotion Period.

The PROMOTION is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. Facebook and Twitter are completely released of all liability by each PARTICIPANT in this PROMOTION. Direct any questions/comments/complaints regarding the Promotion to Sponsor, not Facebook or Twitter.

The Promotion is in no way sponsored, endorsed or administered by, or associated with Apple, Inc. Apple, Inc. is completely released of all liability by each participant in this Promotion.