

# Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

## 1. Eligibility

The Bushnell neo+ GPS Golf Watch Giveaway Sweepstakes is open only to individuals (i) residing in one of the 50 United States or the District of Columbia, (ii) 18 years old or older (unless your state has a greater age of majority, in which case you must be at least that age), (iii) who are registered members of the Freebirdee Web Site, and (iv) in compliance with the Web Site Terms of Use located at [www.freebirdee.com/tos](http://www.freebirdee.com/tos) (the "Terms of Use"). (Entrants may be required to prove their age and residency, the sufficiency of any such proof to be determined by Freebirdee, in its sole discretion.). Employees of Freebirdee or any of its respective affiliates, subsidiaries, advertising agencies, participating sponsor or any other company involved with the design, production, execution or distribution of the Sweepstakes and their immediate family (spouse, parents, siblings and children) and household members of each such employees are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes entrant's (and entrant's parent/legal guardian, if entrant is a Minor) full and unconditional agreement to these Official Rules and Freebirdee's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

## 2. Sponsor and Administrator

This sweepstakes ("Sweepstakes") offered through the Freebirdee web site, [www.Freebirdee.com/](http://www.Freebirdee.com/) (the "Web Site"), is sponsored by Golfdom ("Sponsor"), which have principal places of business at 8203 Watson Street McLean VA, 22102. This Sweepstakes is administrated for Sponsor by Freebirdee, LLC ("Freebirdee"), which has a principal place of business at 489 Shoemaker Road-Suite 110, King of Prussia, PA 19406. Bushnell is in no way affiliated with this prize or a sponsor or endorser in any way.

## 3. Timing

The Promotion begins on April 27, 2012 at 4 pm Eastern Time ("ET") and ends on May 31, 2012 at 11:59PM ET (the "Sweepstakes Entry Period"). Freebirdee's computer is the official time keeping device for this Promotion.

## 4. How to Enter

To enter this Sweepstakes one must submit all requested information via online electronic submission so that it is received by Freebirdee within the applicable Sweepstakes Entry Period. To enter, you must be a resident of one of the 50 United States or the District of Columbia, (ii) 18 years old or older (unless your state has a greater age of majority, in which case you must be at least that age), (iii) a registered member of Freebirdee, and (iv) in compliance with the Freebirdee Web site ([www.Freebirdee.com/](http://www.Freebirdee.com/)) Terms of Use located at [www.freebirdee.com/tos](http://www.freebirdee.com/tos).

Any entrant may enter once per day. When your friend enters the Sweepstakes via your unique referral code, that friend will receive one entry into the grand prize drawing and you will receive one share point for the share prize contest. There is no limit to the number of valid Friend Entries you may receive from this method.

Entry requires using the Freebirdee Sweepstakes application and, if applicable, you must become a fan of Freebirdee or sponsor on Facebook to access features of the Freebirdee Sweepstakes Application. Use of any automated system to participate is prohibited and may result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. Potential winners may be required to show proof of identity. In the event of a dispute as to the identity of the rightful winner, Freebirdee will gather proof of identity from the disputing parties and will solely be entitled to choose the winner. There is no charge for entering as free Internet access is available at many public libraries. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to Freebirdee and not to Facebook. The information you provide will only be used to administer the sweepstakes and in accordance with Freebirdee's privacy policy. 1 email address is permitted per individual. 1 email address is permitted for

each ip address. Anyone found to be attempting to gain an unfair advantage by entering multiple emails, fake emails, fake ip addresses, or the like will be disqualified immediately.

## **5. Prizes**

One grand prize and one share prize will be awarded. The grand prize to be awarded is Bushnell neo+ GPS Golf Watch. The share prize to be awarded is \$75 credit to FreeBirdee.com.

## **6.Odds of Winning**

The winner(s) will be determined by random drawing from among valid entries received from eligible participants. The odds of winning a prize depend on the number of valid entries received from eligible participants during the Sweepstakes Entry Period. In the event of a tie for the share prize, the share prize winner will be determined by random drawing consisting of all entrants tied for the lead.

**The drawing will be conducted on June 1, 2012.**

## **7. Verification and Notification of Potential Grand Prize Winner**

ALL POTENTIAL SWEEPSTAKES WINNERS ARE SUBJECT TO VERIFICATION BY FREEBIRDEE WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. Potential Winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Potential Winners will be posted on the following web page: <http://www.Freebirdee.com>. The potential winners must respond within 7 days of their name(s) being posted. In addition and as a courtesy, Freebirdee will also attempt to alert the Potential Winners using the email address provided during the entry process, but Freebirdee is not responsible for any technical malfunction or undelivered email messages. It is your responsibility to check the provided website address after the conclusion of the Sweepstakes to see if you won. Once the potential winners have been verified to the satisfaction of Freebirdee, Freebirdee will arrange for prize fulfillment. If the selected Potential Winners are determined to be ineligible by Freebirdee, or fail to respond within the required time period, the Potential Winners forfeit their prizes and are disqualified. Otherwise, the selected Potential Winners become the Validated Winners. In the event that Potential Winners of a prize are disqualified for any reason, Freebirdee may in Freebirdee's sole discretion randomly select different winners from all remaining eligible entries and repeat the verification process outlined above, donate the forfeited prizes to charity or conduct a new Sweepstakes to award the prizes. In the event of a tie for the share prize, winner will be selected by random drawing consisting of entrants tied for share prize lead.

## **8. Release**

By entering this Sweepstakes, entrant agrees to release and hold harmless Freebirdee and Sponsor, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize. If applicable, Entrant also agrees to hold harmless Facebook and its respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and Facebook's officers, directors, employees and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

## **9. Publicity**

Except where prohibited, participation in the Sweepstakes constitutes winners consent to Freebirdee's and Sponsor's and their agents' use of winner's name, likeness, photograph, voice, opinions, hometown and state, and/or uploaded photo or slide show for promotional purposes in any media, worldwide, without further payment or consideration.

## **10. General Conditions**

Freebirdee and/or Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond their reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor and/or Freebirdee in their sole discretion. Sponsor and/or Freebirdee reserve the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the

Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor and/or Freebirdee reserves the right to seek damages from any such person to the fullest extent permitted by law. Freebirdee's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

## **11. Limitations of Liability**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Freebirdee, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Freebirdee reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims. **Waiver of California Civil Code Section 1542.** Further, entrants are advised that California Civil Code § 1542 provides that: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR. By entering a Sweepstakes, each entrant, on behalf of himself/herself and his/her heirs, successors, assigns, agents and representatives, acknowledges that he/she understands the significance and consequences of California Civil Code § 1542 and, to the extent it may be applicable, elects to waive the benefits of its provisions, with the intent that the releases and waivers of liability in this paragraph and paragraph eight (8) shall include claims known or unknown, and unknown and unsuspected.

## **12. Disputes**

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court for the Eastern District of Pennsylvania or the Court of Common Pleas of Delaware County, Pennsylvania; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for 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, or the rights and obligations of the entrant Freebirdee and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

## **13. Entrant's Personal Information**

Information collected from entrants is subject to Freebirdee's Privacy Policy, which is available at <https://www.freebirdee.com>.

#### **14. Specific Prize Conditions; Liability for Taxes**

Winners of prizes with a value greater than six hundred dollars (\$600) will be required to execute an Affidavit of Eligibility and Liability Release. In addition, if permitted in his/her state of residence, prize winners may be required to execute a Publicity Release, an affidavit of eligibility and a liability release. If a winner fails or refuses to sign and return all required Prize Claim Documents in the manner and within ten days, such winner may be disqualified and an alternate winner may be selected. Any tax liability of any nature, including income disclosure obligations, related to the receipt and/or use of a prize, shall be the sole responsibility of the recipient. The winner of any Prize with a value \$600 or greater will be issued a 1099 U.S. Tax Form for the retail value of the Prize.

#### **14. Promotion Results**

For Promotion results and/or a copy of these Official Rules, send a hand-printed, self-addressed, stamped envelope to 489 Shoemaker Road-Suite 110, King of Prussia, PA 19406. Requests for the winners list must be received by October 31, 2012. VT residents may exclude return postage.