

Raffle Rules and Disclaimer for the 2022 Swain for Congress Gun Raffle

1. **Swain for Congress:** Swain for Congress is a political candidate and is supervising the Raffle.
2. **Eligibility:** Raffle (the “Raffle”) is open to all those who meet the age requirements to purchase and own a firearm and would otherwise be legally allowed to purchase a firearm from a seller holding a federal firearms license.
3. **Purchase:** Ticket purchases are donations to Swain for Congress and are subject to campaign finance laws, both state and federal. For complete campaign finance terms, please visit <https://secure.anedot.com/swain-for-congress/gun-raffle>
4. **Age Requirements:** The Raffle is open to legal residents who are over 21 years of age
5. **Statutory Adherence:** The Raffle is subject to all applicable federal, state and local laws and regulations. Void where prohibited.
6. **Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Swain for Congress as final and binding. The Raffle is subject to all applicable federal, state and local laws.
7. **Valid Identification:** Winner must possess a valid state-issued Driver License or Identity Card
8. **Non-Resident:** If you are not a resident of the state of North Carolina and are in North Carolina when the drawing is held and hold a license in another state (out of state) you may win or purchase a long-gun or pistol providing that it is not prohibited by the state you reside.
9. **Transfer:** Upon winning, the individual must comply with all firearm transfer regulations and laws, both state and federal. The firearm must be picked up from a federal firearms licensee (“FFL”). Any SHIPPING and TRANSFER FEES are the responsibility of the winner.
10. **Non-Resident Transfer:** Federal law states that you can only win or purchase a handgun or receiver in your state of residence. If the winner of a hand-gun resides in a state other than North Carolina you must follow your state’s laws and must make arrangements with a local FFL to handle the state-to-state transfer. All SHIPPING and TRANSFER FEES are the responsibility of the winner.
11. **This Raffle is void where prohibited by law.** Tickets may be purchased online only here-<https://secure.anedot.com/swain-for-congress/gun-raffle>
12. **Agreement to Rules of the Raffle:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility

requirements set forth herein and by relevant federal, state, and local laws. In addition, you agree to accept the decisions of Swain for Congress as final and binding as it relates to the content.

13. **Raffle Period:** Online ticket sales will end 24 hours before the Raffle.
14. **Lost, late, or misplaced tickets.** Raffle tickets will be sold online only. You will not have a physical ticket.
15. **Prizes:** The winner will receive the following, AR-556 MRP Model Number 8415, a 300 round bucket of 223 Remington 55gr FMJ Rifle Ammo, Bushnell Elite Tactical LRS Rifle Scope 30mm Tube 6-24x 50mm Side Focus 1/10 Mil Adjustments First Focal Matte, ATI Rukx Gear 36" Tactical Double Gun Case, Blackhawk MultiPoint Tactical Sling, Sling Swivels with Picatinny Attachments 1" Fits Weaver Style and Picatinny Rails Black Steel, Hoppe's BoreSnake Den M16 .22 - .223 /5.56 Caliber Rifle Bore Cleaner and 2 - MOE® Polymer Rail, 11 Slots.
16. **Value of Firearms:** Actual/appraised value may differ at the time of prize award. The specifics of the prize shall be solely determined by **Swain for Congress**. No cash or other prize substitution is permitted. The prize is non-transferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted.
17. **Winner selection and notification:** Winners of the Raffle will be selected in a random drawing under the supervision of **Swain for Congress**. Winners will be notified via the contact information provided on the entry form within five (5) days following the selection of winners. **Swain for Congress** shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail, or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.
18. **Odds:** The odds of winning depend on the number of eligible entries received in the Raffle prior to the drawing date.
19. **Additional Conditions.** All ticket sales are final. Winner will have 30 days to claim the prize. After the passage of thirty days the winner relinquishes their right to claim their prize.
20. **Compliance with State & Federal Law:** The receipt by the winner of the prize offered in this Raffle is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT Wake GOP'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE Raffle AND ALL PRIVILEGES AND RIGHTS AS WINNER WILL BE IMMEDIATELY TERMINATED.

21. **Rights Granted by you:** By entering this contest, you understand that Swain for Congress, and anyone acting on behalf of Swain for Congress, or its respective licensees, successors, and assigns will have the right, where permitted by law, without any further notice, review, or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the world, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Raffle, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.
22. **Acts of God:** Swain for Congress reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Raffle should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Raffle. In such a case, Swain for Congress may draw the winners from all eligible entries received prior to and/or after (if appropriate) the Act of God.
23. **Raffle Integrity:** Swain for Congress has the right, in its sole discretion, to maintain the integrity of the Raffle, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by the Raffle rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Raffle may be a violation of criminal and civil laws, and should such an attempt be made, Swain for Congress reserves the right to seek damages from any such person to the fullest extent permitted by law.
24. **Limitation of Liability:** By entering you agree to release and hold harmless Swain for Congress and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, volunteers, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Raffle and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.
25. **Disputes:** THIS RAFFLE IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND NORTH CAROLINA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Raffle, the participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Raffle, shall be resolved individually, without resort to any form of class action, exclusively before a court located in North Carolina having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Raffle), and participant further waives all rights to have damages multiplied or increased.