

**Outlaws Ride to Kansas City 2024 Fly Away Sweepstakes  
Full Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASING A PRODUCT WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**OUTLAWS RIDE TO KANSAS CITY 2024 FLY AWAY SWEEPSTAKES (“PROMOTION”) IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA, EXCLUDING PUERTO RICO, ALASKA, AND HAWAII, WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. VOID OUTSIDE THE UNITED STATES OR WHERE PROHIBITED BY LAW. PROMOTION IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES.**

**BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES CERTAIN RELEASES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES, INCLUDING A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY.**

**NOTE: The date of the Kansas City Outlaws PBR event has changed from September 5-7, 2024 to September 6-8, 2024.**

**1. ELIGIBILITY:**

The Promotion is open to all legal residents of the 50 United States and the District of Columbia, excluding Puerto Rico AK, and HI, who are 18 years of age or older at the time of entry except as set forth below.

Notwithstanding the foregoing, the following individuals and members of their families (parents, grandparents, children, siblings, spouses) and immediate household members (whether related or not) are not eligible for participation: employees, officers, and directors Kansas City Outlaws (“Sponsor”), Professional Bull Riders, LLC (“PBR”), and FanUp Software, INC and each of their parent, subsidiary, and affiliated companies, and Sponsor’s advertising and promotional agencies (“Companies”). All federal, state, and local regulations apply.

**2. START/END DATES:**

The Promotion begins at 12:01 AM Eastern Time (“ET”) on December 1, 2023 and ends at 11:59 PM ET on June 30, 2024 (the “Promotion Period”).

### 3. HOW TO ENTER:

There are two ways to enter the promotion:

- During the Promotion Period, visit <https://kansascityoutlaws.com/outlaw-days-sweepstakes> and follow the on-screen entry instructions to enter. You must fully complete the registration, including your first and last name, phone number and e-mail address. Normal time rates, if any, charged by Internet service provider will apply. Note: if you enter via social media, you are providing your information to Sponsor and not Instagram, Facebook, and Twitter .
- During the promotion period, submit an SMS entry from your mobile device (“Mobile Device”) by texting the code specified on your teleprompter to 86225 or by scanning the QR code displayed on the teleprompter. You will receive a bounce-back message with a URL. Click on the link and follow the prompts to enter. You must fully complete the registration, including your first and last name, phone number, and e-mail address. Carrier’s standard messaging and data rates apply.
- During the Promotion Period, visit <https://shop.kansascityoutlaws.com/>. For every \$25 that you spend, you will receive one entry into the promotion, up to five (5) entries / \$125. All terms and conditions applicable to <https://shop.kansascityoutlaws.com/> apply to your purchase.
- During the Promotion Period, you may mail-in up to five (5) entries. **Mail-in entries should include a 3x5 card with the printed fields of First Name, Last Name, Email Address, Mailing Address, and Phone Number, and should be addressed to:** FanUp Software INC, ATTN: SWEEPS DEPT/KC OUTLAWS RIDE 2024, 34 Outlier Way, Bozeman, MT 59714. Upon receipt, you will automatically receive one (1) entry into Promotion. Entry must be post-marked by June 15 10, 2024 and received by June 30, 2024. No purchase necessary to enter the Promotion via this method.

Limit five (5) total entries per person, regardless of the method of entry that you use.

NOTE: participants in other promotions from Sponsor may also receive entries automatically to the Promotion by entering into such other promotions. To determine whether you have received an entry pursuant to any other Sponsor promotions, consult the terms and conditions of such promotion.

By submitting an entry, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Kansas City Outlaws (“Sponsor”) and its appointed agents, which will be final and binding in all matters relating to the Promotion.

By participating and submitting an entry, entrant agrees that Sponsor and any participating parties and partners are authorized to contact entrant via e-mail to make entrant aware of information pertinent to the Promotion, and to distribute to entrant via email information regarding Sponsor's featured products, special events, promotional offers, or coupons. Entrants may opt out of any further e-mail communication at any time following the provided opt-out instructions.

This Promotion is in no way sponsored, endorsed, administered by, or associated with Instagram, Facebook, and Twitter.

#### **4. PRIZES:**

One (1) Promotion prize will be awarded. The Promotion prize is a trip to the KC Outlaw Days currently expected to occur from September 6-8, 2024 consisting of:

- A three (3) night hotel stay for the winner and one (1) guest, standard hotel accommodations for two (2) people, one-room, double occupancy
- Round-trip airfare for the winner and one (1) guest from the gateway airport closest to the winner's residence
- Two (2) tickets to the 2024 KC Outlaw Days.
- KC Outlaws merchandise
- Exclusive meet & greet with the riders

Approximate Retail Value ("ARV") of the prize: \$3,500.

All Promotion prize details are at Sponsor's sole discretion. Any prize depiction is for illustrative purposes only and shall not be relied upon. Prizes are not transferable or redeemable for cash. No substitutions of prizes by winners allowed, but Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. No compensation will be paid in lieu of lost or cancelled event. The Winner is strictly prohibited from auctioning, trading or otherwise transferring the Prize unless Sponsor consents in writing. Any tickets to an event are subject in all respect to the terms and conditions set forth on the tickets and any requirements of the facility hosting the event. The Prize is non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute Prize may not be resold or offered for resale. Any such resale may result in disqualification and Prize forfeiture. No more than the stated number of Prize(s) will be awarded. The Released Parties are not responsible for and Winner will not receive the difference, in any, between the actual value of the Prize at the time of award and the stated ARV in these Official Rules or in any Promotion-related correspondence or material.

Except as set forth above, all expenses and travel costs incurred as a result of seeking, winning, and/or making use of a prize are the sole responsibility of

winner. Any expense or cost not expressly stated in the description of the prizes set forth above is the sole responsibility of winner.

Exact transportation and accommodation details, dates, times, and terms to be determined at the sole discretion of Sponsor. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Blackout dates and other restrictions may apply. All travel must be completed by date determined by Sponsor, at its sole discretion, or prize will be forfeited. Once travel is booked, any penalties incurred as a result of changes to flights are the sole responsibility of winner. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and travel costs incurred as a result of seeking or winning a prize are the sole responsibility of winner. Any expenses or costs not expressly stated in the description of the prize above, including, but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, surcharges, airport fees, service or facility charges, personal charges at lodging, security fees, taxes, or other expenses, are the sole responsibility of winner. Winner's guest must be eighteen (18) years of age or older as of the date of departure and must travel on the same itinerary and at the same time as winner. Travel must be round-trip. Winner(s) and guest(s) are solely responsible for obtaining any required travel documents, including a valid passport where applicable, and travel insurance. Winner(s) and guest(s) must each execute an Affidavit of Eligibility / Release of Liability form consistent with the terms of the Release set for in Section 7 provided by Sponsor or its appointed agent prior to issuance of tickets. Travel restrictions, conditions, and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, or certificates. Sponsor is not responsible for any penalty charges incurred as a result of changes to tickets that have been issued. Any such penalties incurred are the sole responsibility of winner.

**All federal, state, and local taxes, fees, and surcharges on any prize are the sole responsibility of winner of the prize. Winners of prizes with a value of \$600 or more will be issued an IRS Form 1099-MISC early in the year following the year in which prize was awarded for filing with his/her federal and state tax returns. Sponsor complies with all tax reporting requirements. The amount of any tax liability will vary depending on winner's tax bracket.**

**5. ODDS OF WINNING:**

Odds of winning the Grand Prize are dependent on the number of eligible entries received during the Promotion Period.

**6. WINNER SELECTION, NOTIFICATION, AND VERIFICATION:**

Potential winners will be selected in a random drawing from among all eligible entries received, to be held on or about July 1, 2024. Drawing will be conducted by Sponsor or its appointed agent, and all decisions are final. Potential winners will be contacted by telephone, e-mail, and/or text. If any potential winner cannot be reached within three (3) days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize, or in the event of noncompliance with these Official Rules, such prize will be forfeited and an alternate winner will be selected from among all remaining eligible entries. Upon forfeiture of any prize, no compensation will be given. Limit one (1) prize per person or household.

All potential winners will be required to sign and return, where legal, an Affidavit of Eligibility / Release of Liability within 5 days of first notification that he/she is a potential winner. No potential winner will be an official winner until his/her Affidavit of Eligibility / Release of Liability has been returned and eligibility has been formally verified by Sponsor. If any potential winner fails to comply with these Official Rules and/or to submit the required documentation within the designated time period, he/she will be automatically disqualified and the prize may be awarded to an alternate winner.

## **7. LICENSE AND RELEASE:**

Participation in the Promotion and acceptance of prize constitute winner's and guest's permission for Sponsor or its agents to photograph, film, and record each winner and guest and to use his/her name, address (city and state), likeness, photograph, voice, biographical information, and/or any statements made by each winner and guest regarding the Promotion or Sponsor for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law. By participating and/or accepting a prize, entrants, winner(s), and guest(s) acknowledge and agree to release and hold harmless Sponsor, Sponsor's advertising and promotional agencies, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors ("Released Parties") from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death that may occur in connection with, preparation for, travel to, or participation in the Promotion, or participation in, possession, acceptance, and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Sponsor shall not be responsible for any cancellations, delays, diversions, substitutions, or omissions whatsoever by any other persons providing any services to winner, including any results thereof,

such as changes in services or location necessitated by same. Sponsor is not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism. Sponsor shall not be liable for any loss or damage to personal belongings. Entrants who do not comply with these Official Rules or who attempt to interfere with this Promotion in any way shall be disqualified. There is no purchase required to participate in the Promotion or to win any prize in the Promotion. A purchase does not increase odds of winning.

## **8. ADDITIONAL TERMS:**

Sponsor reserves the right to alter, suspend, or terminate the Promotion at any time and with or without notice if, in Sponsor's sole discretion, the integrity of the Promotion becomes or is likely to become compromised in any way. In the event the Promotion is terminated prematurely, all eligible entries received prior to the Promotion termination or suspension date will be included in the next prize drawing. No automated devices, bots, and/or other programs and/or software are permitted and such entries and entrants will be disqualified. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. No mass or mechanically reproduced, photocopied, altered, or forged entries will be allowed. Delivery of a prize will require a street address located within the fifty (50) United States or the District of Columbia (except those states where the Promotion is prohibited and excluding Puerto Rico, Alaska, and Hawaii). Sponsor is not responsible for lost, late, illegible, stolen, torn, altered, incomplete, invalid, unintelligible, misdirected, technically corrupted, garbled, or postage-due entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

In case of a dispute as to the identity of any Internet entrant, an entry made by Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, automated entries, requests, fraud, technical failure, human error, or any other cause beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right, in their sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Promotion. Sponsor

assumes no responsibility for any error, omission, interruption, telephone or other communications malfunctions, deletion, defect, delay in operation or transmission, communications line failure, or theft or destruction of, unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone networks or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to, or resulting from, participation or downloading of any materials in the Promotion.

Sponsor and its agents are not responsible for printing, distribution, or production errors and may, in their sole discretion, rescind, cancel, suspend, modify, or revoke this Promotion based upon any such error without liability. If by reason of a printing, computer, or other error more prizes are awarded in a prize category than the number set forth in these Official Rules, all persons purportedly making valid claims will be included in a random drawing to award the advertised number of prizes available. In no case will more than the advertised number of prizes be awarded. Antifraud detection devices may be used for verification purposes. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

In the event Sponsor is prevented from continuing with the Promotion by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Promotion or Prize, as applicable. Sponsor shall further have the right to modify, suspend, or terminate the Promotion or Prize, as applicable, if in Sponsor's sole discretion the same should become adversely affected by the COVID-19 pandemic, including without limitation due to any cancellations of The KC Outlaw Days as applicable and as set forth herein

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Headings are solely for convenience and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

**Caution: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor**

**reserves the right to seek damages from any such person to the fullest extent permitted by law.**

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO, AND USE OF, THE WEBSITES AND/OR THIS PROMOTION, OR ENTRANT'S DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE PROMOTION.

**9. DISPUTES AND GOVERNING LAW:**

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Any controversy or claim arising out of, or relating to, these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New York, New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS AND RULES.

For any matters that are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York, New York. The parties agree not to raise the defense of forum non conveniens.

**10. USE OF DATA:**

Sponsor will be collecting personal data about entrants, which may include first name, last name, e-mail address and zip code in accordance with its Privacy & Cookie Policy. Please review Sponsor's Privacy & Cookie Policy at <https://kansascityoutlaws.com/privacy-policy>. The winner will be required to provide additional information (e.g., Social Security Number and information about the winner's guest(s)) to verify the winner's identity, for tax purposes, and to receive prizes. Please note that the winner's name, city and state may be posted publicly, shared with regulators, or released as part of the list of winners pursuant to Section 11 herein. By participating in the Promotion, entrant hereby agrees to Companies' and Sponsor's collection and usage of entrant's personal data and acknowledges



that entrant has read and accepted Companies' and Sponsor's privacy policies. In addition, entrant agrees that personal data will be shared and used by the Companies for marketing, promotional and other purposes in compliance with applicable law and the Companies' respective privacy policies. Entrants can learn how to exercise their privacy rights by reviewing the respective privacy policies of the Companies and Sponsor.

### **Mobile Terms and Conditions**

1. There is no fee from Sponsor or the Companies to receive text messages. Message frequency varies. Message and data rates may apply. If you have questions about your text plan or data plan, it is best to contact your wireless provider. Charges are billed and payable to your mobile service provider or deducted from your prepaid account.
2. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name and the date, time and content of your messages. Alerts sent via SMS may not be delivered if the mobile phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the wireless operator may interfere with message delivery, including the customer's equipment, terrain, proximity to buildings, foliage, and weather. Wireless operators do not guarantee message delivery and will not be held liable for delayed or undelivered messages.
3. We will not be liable for any delays in the receipt of any SMS message as delivery is subject to effective transmission from your network operator.
4. If you have any questions, text HELP to 86225 or contact us at support@fanup.io.
5. To stop receiving messages, text STOP to 86225. After you send the text "STOP" to us, we will send you a text message to confirm that you have been unsubscribed.

### **11. LIST OF WINNERS:**

To obtain a list of winners, send a self-addressed, stamped envelope, with sufficient postage, to FanUp Software, Re: KC Outlaws 2024 Fly Away, 34 Outlier Way, Bozeman, MT 59718. All requests for a list of winners must be postmarked by July 10, 2024 and received by July 25, 2024.

### **12. SPONSOR: Kansas City Outlaws**