

# Academy 2014 Holiday Scratch-Off Sweepstakes

## OFFICIAL RULES

**NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**1. Promotion and Sponsor:** Participation in the **Academy 2014 Holiday Scratch-Off Sweepstakes** (the "Promotion") constitutes Entrant's full and unconditional agreement to these Official Rules. Entrant is free to disclaim any prize and status as Entrant (as defined below) and as a result will not be eligible to receive any prize. The Promotion is sponsored by Academy Ltd. d/b/a Academy Sports + Outdoors, 1800 North Mason Road, Katy, TX 77449 ("Sponsor"). This Promotion is administered by Booshaka, Inc., 626 Jefferson Avenue, Suite 8, Redwood City, CA 94063 ("Administrator"). All decisions related to, as well as all interpretation of, these Official Rules by Sponsor and/or Administrator shall be final and binding. While this Promotion may be promoted via social media websites, such websites are not affiliated with Sponsor or this Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media websites such as Facebook, Instagram, Twitter, etc.

**2. Promotion Period:** The Promotion begins at **5:00 AM on November 28, 2014** and ends at **11:59 PM on December 16, 2014** (the "Promotion Period"). Only entries submitted and received during the Promotion Period will be accepted. Sponsor will be the official timekeeper of this promotion.

**3. Eligibility:** The Promotion is open to legal residents of the fifty (50) United States (and the District of Columbia), age 18 or older. Employees of Sponsor, Administrator, and their parent and affiliate companies, suppliers, as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. Eligibility is contingent upon agreement to, and compliance with, these Official Rules and fulfilling all requirements in these Official Rules. Participation in the Promotion in any way, including submission of any entry or the partial completion of any act of entry or any other steps taken to participate in the Promotion in any manner, constitutes full and unconditional agreement with all provisions of these Official Rules.

**4. How to Enter:** **NO PURCHASE NECESSARY. PURCHASES DO NOT INCREASE CHANCES OF WINNING.** To enter, simply visit [www.academy.com/scratchoff](http://www.academy.com/scratchoff) and submit the secret code found on the Academy Holiday Scratch-Off Card ("Scratch-Off Card") and required identification information before 11:59 AM (CST) on December 16, 2014. There are two (2) methods to obtain a Scratch-Off Card, each is explained below. Any eligible participant entering this Promotion shall be an "Entrant." Each Entrant who enters a valid secret code shall receive one entry into the Promotion. Limit three (3) eligible entries per person and per email address. **Do not lose your Scratch-Off Card! Original Scratch-Off Cards may be required to claim your prize if you have a winning secret code.**

**In-Store Method:** Visit an Academy location near you between November 28 and December 1, 2014 to receive a Scratch-Off Card with any qualifying purchase (while supplies last). With each qualifying purchase during the Promotion Period, Entrants will receive one (1) Scratch-Off Card containing a secret code, but regardless of how many Scratch-Off Cards a single person may receive, entries are limited to three per person.

**Alternative Method (Mail-In):** NO PURCHASE NECESSARY to obtain a Scratch-Off Card using this method. To obtain a free Scratch-Off Card, simply submit a legibly handwritten, self-addressed stamped envelope with sufficient postage and a return address to Academy Sports + Outdoors, 2014 Holiday Scratch-Off Sweepstakes, Attn: PROMOTIONS DEPARTMENT, 1800 N. Mason Road, Katy, TX 77449 as specified in these Official Rules. Each self-addressed stamped envelope must be mailed in a separate, handwritten, stamped outer envelope. For each qualifying mail-in entry, Entrants will receive one Scratch-Off Card, with a maximum of three (3) Scratch-Off Cards per person. Limit one Scratch-Off Card per self-addressed, stamped envelope. Entrants may be required to provide the following personal information in order to be eligible for a Promotion prize: first and last name, date of birth (month and year), email address, mailing address (including city, state, and ZIP code), and phone number (including area code).

**Mail-in entries must be postmarked between November 28 and December 1, 2014 and arrive to Sponsor by December 8, 2014 in order to be eligible.** Sponsor will mail Scratch-Off Cards to mail-in Entrants on December 8 and 9, 2014 via first class US Mail. Mail-in entries that do not comply with the above requirements are invalid, and Entrant forfeits any corresponding postage and envelopes. Sponsor is not responsible for lost, late, illegible, stolen, or incomplete mail-in entries or responses. Scratch-Off Cards are only available while supplies last.

Entrants may be required to provide the following personal information in order to be eligible for a Promotion prize: first and last name, date of birth (month and year), email address, mailing address (including city, state, and ZIP code), and phone number (including area code). Scratch-Off Cards are only available while supplies last. Scratch-Off Card secret codes expire (and are no longer redeemable for any prize) on December 16, 2014 at 11:59 AM (CST).

**5. Conditions of Entry:** By entering this Promotion, all Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, Administrator, and their authorized representatives, which are final and binding in all matters concerning this Promotion. Entries not legitimately submitted in accordance with these Official Rules are void. Only qualified entries that comply with these Official Rules and are received by the Sponsor during the Promotion Period will be eligible for participation. All entries become the property of Sponsor and will not be acknowledged or returned.

All requested information must be provided to participate in the Promotion and to be eligible to win a prize. Unintelligible entries; entries with incomplete, invalid, incorrect, or noncurrent information; entries that are counterfeit, damaged, or tampered with in any way; and entries with printing, production, or typographical errors will be disqualified. Disqualified entries and entries that are late, lost, damaged, misdirected, stolen, or not delivered are not the responsibility of the Sponsor or Administrator. Sponsor and Administrator are not responsible if a potential winner does not receive his or her prize because erroneous, expired, canceled, fraudulent, or fake information was provided during Promotion. Proof of sent entry and/or entry receipt (such as a copy of a "thank you" screen or message) sent by Sponsor or Administrator does not constitute proof of actual receipt of entry for purposes of this Promotion.

Participation must be by the Entrant. Participation by any other individual or any entity, and/or originating at any other website, email address, or phone number, including, but not limited to, commercial promotion, subscription notification, and/or entering service sites, will be declared invalid and disqualified for this promotion. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, phone numbers, identities, registrations, and logins; entries through a

sweepstakes club or similar entity; or any other unauthorized methods will void Entrant's entries and Entrant will be disqualified. Submitting mass entries or entries generated by an automated program, script, macro, or use of any other device is prohibited and will result in disqualification.

In the event of a dispute as to the identity of an Entrant, the authorized account holder of the email account used to enter will be deemed to be the Entrant. A potential winner may be required to show proof of being the authorized account holder. The "authorized account holder" of an email account is the natural person assigned to that email account by an internet service provider or any other organization (business, educational institution, etc.) responsible for assigning accounts to that email account. If the identity of the individual who actually participated in the Promotion cannot be resolved to Sponsor's satisfaction, the affected individual's entry will be deemed ineligible.

Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be in violation of these Official Rules. Sponsor further reserves the right to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion (including, but not limited to, tampering with applicable websites, email addresses, or phone numbers), or acting in a non-sportsmanlike or disruptive manner. Any attempt to undermine the operation of the Promotion may be a violation of criminal and civil law, 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.

**6. Prize(s):** There are fifty-seven (57) total prizes available to be won: One (1) Grand Prize, five (5) First Place Prizes, fifty (50) Second Place Prizes, and one (1) Second Chance Drawing Prize. Approximate Retail Value ("ARV") of all prizes is \$14,300 (fourteen thousand three hundred dollars).

Grand Prize – Trip for Two (2) to the 2015 Super Bowl Game\*. There will be 1 (one) Grand Prize consisting of: Two (2) tickets to the 2015 Super Bowl Game on February 1, 2015 in Glendale, AZ; three (3) nights hotel accommodations for two (2) people (one room, double occupancy); two (2) round trip airline tickets; transportation between the airport and the game; two (2) party tickets; \$1000 cash; and one (1) \$250 Academy Sports + Outdoors gift card. ARV of Grand Prize is \$8,800.00 (eight thousand eight hundred dollars).

First Place Prize – \$500 Academy Sports + Outdoors Gift Card: There will be 5 (five) First Place Prizes, each consisting of one (1) \$500 Academy Sports + Outdoors gift card. ARV of each First Place Prize is \$500.00 (five hundred dollars). ARV of all First Place Prizes is \$2,500.00.

Second Place Prize – \$50 Academy Sports + Outdoors Gift Card: There will be 50 (fifty) second place prizes, each consisting of one (1) \$50 Academy Sports + Outdoors gift card. ARV of each Second Place Prize is \$50.00 (fifty dollars). ARV of all First Place Prizes is \$2,500.00.

Second Chance Drawing Prize – \$500 Academy Sports + Outdoors Gift Card: There will be one (1) Second Chance Drawing Prize consisting of one (1) \$500 Academy Sports + Outdoors gift. ARV of Second Chance Drawing Prize is \$500.00 (five hundred dollars).

\*Trip includes roundtrip coach air transportation for two (2) persons from a major airport near Grand Prize winner's primary residence and three (3) nights standard hotel accommodations (one room, double occupancy). Winner and guest must travel on dates specified by Sponsor; alternative travel dates are not available. No travel extensions permitted. Winner and guest must travel on same itinerary. Winner and guest

must possess all necessary documentation required for air travel (e.g., valid photo identification and, if applicable, U.S. passport). Meals, gratuities, transportation to and from winner's and/or guest's home, upgrades, fuel, rental car, incidentals, optional entertainment, departure taxes, baggage fees, customs/agriculture fees, and other expenses not specifically mentioned herein are the winner's and/or guest's responsibility. No responsibility is assumed by Sponsor for canceled, delayed, suspended, rescheduled, or abbreviated events or flights, and no refund, compensation, or any other relief will be provided in such instance. In the event that a ticketed event does not take place, the terms and conditions of any tickets awarded as prizes will govern. Travel and accommodations and tickets to the event are subject to availability. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers, or certificates. Sponsor reserves the right to select airport, airline, hotel, any and all transportation, and event seating in its sole discretion. Airline tickets are nonrefundable and nontransferable and are not valid for upgrades or frequent flyer mileage accrual. If the Grand Prize winner resides in the Phoenix-Tempe-Glendale Metropolitan Area (as defined by [www.census.gov](http://www.census.gov)), air transportation and corresponding airfare will be substituted with car service. In the event that car service is provided, no difference in prize value will be awarded.

Actual value of prize may vary. No compensation or substitution will be provided for any difference in prize value. Sponsor shall in no way be responsible for any cancellations, delays, diversions, substitutions, changes in service, or any other act, omission, or result thereof, by any service provider. All prizes must be accepted as awarded without substitution and are not, in whole or in part, assignable, transferable, or available for resale, credit, or exchange. Prizes have no cash surrender value, except where required by law. Sponsor has made no warranty, representation, or guarantee, express or implied, in fact or in law, with respect to any prize. This includes, without limitation, a warranty, representation, or guarantee related to any prize's quality or fitness for a particular purpose. Prizes are subject to availability and Sponsor reserves the exclusive right to substitute a prize (or a component thereof) with another prize (or component thereof) of equal or greater value if the prize is not available for any reason, as determined by Sponsor's sole discretion. Federal, state, and local taxes and all other costs and expenses associated with acceptance and use of any prize not specified herein as being awarded are winner's sole responsibility. Prize specific terms and conditions apply.

Any prize details not specified above will be determined by Sponsor in its sole discretion. If a winner is disqualified, not eligible, or, for any other reason, cannot accept the prize as stated, then Sponsor may randomly select a new winner from the pool of eligible, nonwinning Entrants in the Second Chance Drawing. Winner and guest will be required to submit, where legal, a completed and signed Affidavit of Eligibility, Liability, and Publicity Release ("Release") within the required time period to be eligible to receive any prize (if applicable – time period will be provided with Release).

Only the number of each prize set forth in these Official Rules will be awarded. In the event that printing errors, technical issues, code duplications, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available, appear to be available, and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

**7. Winner Determination and Verification:** Participants may enter their Scratch-Off Card secret code at [www.academy.com/scratchoff](http://www.academy.com/scratchoff) and become Entrants from November 28, 2014 to December 16, 2014 at 11:59 AM (CST). Administrator will review the secret codes entered versus the list of assigned winning secret codes for each prize to determine if any Entrant is the winner of any prize.

On or about December 17, 2014, Sponsor and/or Administrator will conduct a random drawing from the pool of all eligible, nonwinning entries submitted online until December 16, 2014 at 11:59 AM (CST) to award all unclaimed prizes and the Second Chance Drawing Prize (the "Second Chance Drawing"). Past winners of prizes under this Promotion are not eligible for the Second Chance Drawing. The selection of prize winners is within the sole discretion of the Sponsor and/or Administrator.

Potential winners are subject to eligibility verification by the Sponsor and/or Administrator, whose decisions are final and binding. **An Entrant is not a winner of any prize, even if notified of being a winner, unless and until Entrant's eligibility has been verified.**

To be verified as eligible to receive a prize, each potential winner must continue to comply with all terms and conditions, fulfill all requirements of these Official Rules, and not be disqualified for any reason. Additionally, Sponsor may require each potential winner to submit a digital photo of the original Scratch-Off Card containing the winning secret code within the time period provided by the Sponsor. GRAND PRIZE AND FIRST PRIZE WINNERS MAY BE REQUIRED TO SUBMIT ORIGINAL SCRATCH-OFF CARDS CONTAINING WINNING PROMOTIONAL CARDS TO SPONSOR FOR VERIFICATION—DO NOT THROW AWAY, LOSE OR MISPLACE YOUR SCRATCH-OFF CARD; POTENTIAL WINNERS WHO CANNOT BE VERIFIED MAY BE DISQUALIFIED AT SPONSOR'S SOLE DISCRETION. Only Sponsor issued Scratch-Off Cards are accepted; no copies of winning Scratch-Off Cards allowed. Each potential winner will be notified by email or phone (subject to Sponsor's discretion) after being randomly selected as a potential winner. If a potential winner of any prize cannot be contacted using the information provided or fails to respond to Sponsor's and/or Administrator's attempt to notify them of selection within five business days; if any notification is returned as undeliverable or yields an error or undeliverable type "bounce back" email (regardless if the message is ultimately delivered to the recipient); if the potential winner fails to sign and return the Release, the original winning Scratch-Off Card (if requested), or any other required documentation within the time period set by the Sponsor; if the potential prize winner fails to comply with these Official Rules; if any prize is returned as undeliverable; if a potential winner is unable or unwilling to accept the prize as stated; or if the potential winner cannot be verified as eligible for any other reason, the potential winner is disqualified and forfeits any and all prizes under this Promotion.

In the event that a Second Chance Drawing potential winner is disqualified for any reason, another potential winner will be randomly selected from the pool of remaining eligible, nonwinning entries until the prize is awarded or until four (4) attempts have been made to award the prize and each attempt has failed. Sponsor and Administrator will identify each potential winner and verify the potential winner's eligibility within a reasonable time. If unable to verify eligibility, Sponsor and/or Administrator will select an alternative potential winner within a reasonable time thereafter.

In any case, the final winner(s) will be determined, and the prize(s) will be awarded within a reasonable time after all winners are selected and verified as eligible. A winner(s) list may be obtained by printing the requestor's name, address, city, state, and zip code on a 3" x 5" postcard and mailing it to Academy Sports + Outdoors, 2014 Holiday Scratch-Off Sweepstakes Winners List, Attn: PROMOTIONS DEPARTMENT, 1800 N. Mason Road, Katy, TX 77449. Limit one request per person, per household.

**Odds of winning any prize are as follows: Grand Prize - 1 in 1.2 million; First Place Prize – 5 in 1.2 million; Second Place Prize – 50 in 1.2 million; Second Chance Drawing Prize and any other unclaimed prizes to be awarded in the Second Chance Drawing - odds depend on the number of eligible entries received.**

**8. Limitations of Liability:** By participating in or entering this Promotion or accepting or using any Promotion prize, each participant, Entrant and guest agrees to release, discharge, indemnify, and hold harmless Sponsor, Administrator, Facebook, Twitter, Instagram, and their respective subsidiaries, affiliates, vendors, advertising or promotional agencies, distributors, and each of their respective parent companies and each such company's officers, directors, employees, agents, as well as the immediate family (spouse, parents, siblings and children) and household members of each such individual (collectively, the "Released Parties") from and against any claim or cause of action related to this Promotion, including, but not limited to, infringement of any right of publicity or intellectual property; threatened or actual injury, loss, or damage to any person, including death and disability; defamation or portrayal in a false light (intentional and unintentional); and damage to or loss of property, arising out of such Entrant's participation in the Promotion or receipt or use or misuse of any prize. In no event will Released Parties be responsible or liable for any damages or losses of any kind, including indirect, incidental, consequential, or punitive damages arising out of this promotion. (Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties. Check local laws for any restrictions or limitations regarding these limitations or exclusions.)

Participants, Entrants (and any Entrant's guest) waive any right to claim ambiguity in these Official Rules. The Released Parties are not responsible for: (1) technical failures of any kind; (2) incorrect or inaccurate information, whether caused by Sponsor, participant, Entrant (and/or any Entrant's guest), any internet or email service provider, any promotional or advertising agency, printing or computing errors, or by any of the equipment or programming associated with or utilized in the Promotion; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error that may occur in the administration of the Promotion, the processing of entries, or the announcement of the winner and prize; (5) any injury or damage to persons or property that may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Promotion; (6) the receipt, use, or misuse of any prize; and (7) any other errors in any materials, information, or announcements associated with the Promotion. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted by Sponsor and/or Administrator, Entrant's sole remedy is another entry in the Promotion, subject to availability and provided that the time for entry into the Promotion has not then expired.

**9. Publicity and Entry Materials:** Except where prohibited, participation in the Promotion and/or acceptance of any prize constitutes winners' and guest's consent to Sponsor's use of name, likeness, photograph, voice, opinions, any statement made, and/or hometown and state, for promotional or advertising purposes in any media, worldwide and in perpetuity, without further notice, payment, or consideration.

**10. Right to Modify or Cancel:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision, and, in that event, these Official Rules shall otherwise remain in effect in accordance with their terms as if the invalid provision were not contained herein. Sponsor and/or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Sponsor reserves the right to cancel, suspend, and/or modify the Promotion, or any part of it, if any clerical or typographical error, fraud, technical failure, tampering, computer virus, or other factor, technical or otherwise, beyond Sponsor and/or Administrator's reasonable control, impairs Sponsor and/or Administrator's ability to properly conduct the Promotion, as determined by Sponsor in its sole discretion and subject to any law or regulation. In such event, Sponsor reserves the right, but not the obligation, to award any applicable prize(s) by random drawing from among the eligible entries entered online up to the time of the cancellation,

suspension, or modification of the Promotion. Inclusion in such random drawing shall be the Entrant's sole and exclusive remedy under such circumstances.

**11. Disputes:** Except where prohibited, by entering this Promotion or accepting or using any Promotion prize, Entrant and any Entrant's guest agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or Texas state court located in Harris County, TX; and (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the Entrant, Administrator, and/or Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (no matter what jurisdiction), that would cause the application of the laws of any jurisdiction other than as stated.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Sponsor's privacy policy which can be found at <http://www.academy.com/shop/store/customer-service#privacy-policy>. For a full list of details and official rules, see <http://www.academy.com/officialrules>.