

**LESS LETHAL UPGRADE  
AND SHOTGUN TRADE-IN PROGRAM  
OFFICIAL TERMS AND CONDITIONS**

**THIS PROGRAM IS INTENDED FOR PARTICIPATION ONLY BY AUTHORIZED LAW ENFORCEMENT OR CORRECTIONS AGENCIES IN THE UNITED STATES, EXCLUDING THE U.S. TERRITORIES. VOID WHERE PROHIBITED BY LAW.**

**PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION ABOUT THE RIGHTS AND OBLIGATIONS, AS WELL AS THE LIMITATIONS AND EXCLUSIONS, THAT APPLY TO THIS PROGRAM. BY PARTICIPATING IN THIS PROGRAM, PARTICIPANTS ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL THE TERMS AND CONDITIONS STATED HEREIN. SAFARILAND RESERVES THE RIGHT TO MODIFY OR TERMINATE THIS PROGRAM AT ANY TIME AND IN ANY MANNER, IN WHOLE OR IN PART, AS OUTLINED BELOW.**

1. Sponsor. This Less Lethal Upgrade and Shotgun Trade-In Program (the "Program") is sponsored by Safariland, LLC ("Safariland"), 13386 International Parkway, Jacksonville, FL 32207.
2. Program. This Program is a marketing promotion offered in connection with the sale of Defense Technology® Launchers purchased from Safariland or Participating Dealers.
3. Eligibility. This Program is offered only to authorized law enforcement and corrections agencies in the United States, excluding U.S. territories ("Domestic LE"). This Program is void where prohibited by law. Individuals, whether law enforcement officers or otherwise, are NOT eligible to participate in this Program. All federal, state and local laws and regulations apply.
4. Program Term. This Program begins on February 1, 2020 and ends on December 31, 2020 ("Program Term").
5. How to Participate. Domestic LE may participate in this Program ("Participating Agency") by (a) purchasing at least one (1) Defense Technology Launcher from Safariland or Participating Dealers and (b) trading-in at least one (1) shotgun. No other purchases or weapons are eligible for participation in this Program.
6. Trade-In Shotgun. For this Program, trade-in shotguns are limited exclusively to 12-gauge shotguns in operational and working condition, and exclude any shotguns regulated under the National Firearms Act ("Trade-In Shotgun"). Note, NFA firearms include, but not limited to: (a) a shotgun having a barrel or barrels of less than 18 inches in length; (b) a weapon made from a shotgun if such weapon as modified has an overall length of less than 26 inches or a barrel or barrels of less than 18 inches in length; and (c) any other weapon as defined in 18 U.S.C. 5845(e).

7. Trade-In Credit. For each Defense Technology Launcher purchased, Safariland, or Participating Dealers, will offer a trade-in value for the shotgun(s), subject to the requirements described below in section 11 and 12, as credit toward the purchase of a Defense Technology Launcher(s) ("Trade-In Credit").

8. Restrictions. **Minimum of one (1) Trade-In per Defense Technology Launcher purchased up to the value of the Defense Technology Launcher**, unless otherwise agreed by Safariland or Participating Dealer in its or their sole discretion. Trade-In Credit may not be used for any other purchases and are non-transferable or assignable and no substitutions or cash redemptions are permitted.

9. Defense Technology Launchers. Purchases eligible under this Program are limited to Defense Technology 40LMTS, and other Defense Technology launcher models that, from time to time, may be added to this Program by Safariland in its sole discretion ("Defense Technology Launchers").

10. Participating Dealers. Certain Safariland domestic distributors, as determined by Safariland in its sole discretion, may participate in this Program as resellers of Defense Technology Launchers ("Participating Dealers"). Participating Dealers shall be solely responsible for the sale, trade-in and credit offered to Participating Agency. Participating Dealers are independent contractors and not an agent or partner of Safariland for any purpose whatsoever. Participating Dealers, and any of their agents, employees, or representatives, shall: (i) be considered an agent, employee, representative, or partner of Safariland for any purpose, (ii) have any authority to make any agreement or commitment for, or to incur any liability or obligation in, Safariland or for or on its behalf, nor (iii) represent to any third party that they have any right to bind Safariland.

11. Terms of Sale. Unless otherwise agreed in writing by Safariland, all sales by Safariland shall be subject to Safariland's standard Terms and Conditions of Sale, which are hereby incorporated by reference and are located at [\[defense-technology.com/shotguntradein\]](https://defense-technology.com/shotguntradein) (the "Terms of Sale").

12. Transfer of Shotgun. Subject to any applicable federal, state or local firearm laws, Participating Agency will be required to identify and provide supporting information on each trade-in shotgun, and comply with any firearm transfer requirements set forth by Safariland, or Participating Agency, or firearm's broker or otherwise imposed by federal, state, and local laws for the transfer of shotguns.

As a condition of the transfer of any shotgun, Participating Agency may be required to complete, sign (where applicable) and submit a Declaration and Required Documents, which may consist of the following:

- A declaration certifying eligibility and compliance with the rules contained herein, including a declaration of status as a person who is not prohibited from possessing firearms;
- A true and correct IRS form W-9;
- Any and all other documents required by law or regulation to effectuate the transfer of the firearm;
- Proof of Identity;
- And any other legal, regulatory, or tax-related documents required by Safariland or Participating Agency in its or their sole discretion.

13. Trade-In Procedures. For Trade-In Shotguns, the following steps will be required in order to complete transfer and issuance of Trade-In Credit.

**Step 1:** Participating Agency shall provide a written list of all serial numbers of the Trade-in Shotgun(s) being traded to Safariland or Participating Dealer, or, at the discretion of Safariland or Participating Dealer, to an authorized firearm's broker.

**Step 2:** During pick up of the Trade-In Shotgun(s), a representative of Safariland, or Participating Dealer, will inspect each shotgun provided by the Participating Agency and verify the shotgun against the list and condition quoted by the Participating Agency, and both parties will sign the list confirming receipt of the Trade-in Shotgun(s). A copy will be provided to each party for its recordkeeping.

**Step 4:** Trade-In Shotguns will be shipped to either Safariland, Participating Dealer, firearm's broker or other wholesaler or local FFL handling the trade-in. Receipt of each Trade-In Shotgun must be confirmed by Safariland.

**Step 5:** Upon completion of the transfer of the Trade-In Shotgun, Safariland, or Participating Dealer, will issue the Trade-In Credit to the Participating Agency for the sales transaction purchasing the Defense Technology Launcher(s).

14. Conditions of Participation. By participating, all participants fully and unconditionally agree to be bound by these Official Terms and Conditions, and the decisions of Safariland, which are final and binding in all respects. Safariland may, in its sole discretion, disqualify any agency, individual, distributor and any other third-party from participating in any aspect of this Program, and/or may cancel, suspend or terminate any sale, trade-in or transfer if Safariland deems, in its sole discretion, that (a) is in violation of these Official Terms and Conditions or (b) may be unauthorized or unlawful in accordance with applicable federal, state or local laws. This Program is void where prohibited by law, and subject to all applicable federal, state and local laws and regulations.

15. Modifications to Official Terms and Conditions. Safariland reserves the right to discontinue the Program or revise, modify or amend any of these Official Terms and Conditions, to apply on a prospective basis and without prior notification, at any time by updating this posting. By continuing to participate in this Program, Participating Agency following the posting of any such change, Participating Agency is deemed to have agreed to the amended Official Terms and Conditions and are bound by such modifications.

16. Conflict in Terms. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Terms and Conditions and other statements contained in any Program-related materials, including, but not limited to: any entry form, survey, and/or point of sale, print or online advertising; the terms and conditions of these Official Terms and Conditions shall prevail, govern and control. All federal, state and local taxes are the sole responsibility of the Participating Agency.

17. Notice. All contractual or legal notices in connection with this Program or permitted to be given pursuant to Official Terms and Conditions shall be deemed sufficiently given when delivered in person or via United States mail, registered or certified mail, return receipt requested, postage prepaid, addressed to the following individuals:

Safariland, LLC  
13386 International Parkway  
Jacksonville, FL 32218  
Attn: Legal Department

18. Release of Liability. By participating in this Program, Participating Agency releases Safariland from any and all liability, damages or causes of action (however named or described)

with respect to or arising out of participation in the Program, and/or the receipt or use/misuse of any Defense Technology Launcher, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Terms and Conditions may result in disqualification from the Program.

19. Limitations of Liability. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program and shall never include consequential, incidental or punitive damages, and in no event attorney's fees.

20. Severability. If any provision of these Official Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Official Terms and Conditions, which will otherwise remain in full force and effect.

21. Governing Law. Participating Agency agrees that any and all disputes, claims, and causes of action arising out of or connected with this Program and all issues and questions concerning the validity, interpretation and enforceability of these Official Terms and Conditions shall be resolved individually, without resort to any form of class action, and subject to the laws of the State of Florida, without application of any conflict of laws provisions and shall be resolved individually, without resort to any form of class action, and shall be enforceable in the federal or state courts located in Duval County, Florida.

22. No Waiver. Safariland's failure to exercise or enforce any right or provision of these Official Terms and Conditions shall not constitute a waiver of such right or provision unless acknowledged and agreed in writing by Safariland.

23. Headings. Headings used in these Official Terms and Conditions are for convenience only and shall not be deemed to affect the meaning or construction of any of the terms, provisions, covenants, or conditions of these Official Terms and Conditions.

24. Entire Agreement. These Official Terms and Conditions, together with those items those items made a part of these Official Terms and Conditions by reference, make up the entire agreement between Safariland and Participating Agency participating in this Program, and supersede any previous understandings, commitments, or agreements (verbal or written) related to the subject matter hereof.

For any questions regarding this Program, please contact:

Customer Service: [Customercare.wy@safariland.com](mailto:Customercare.wy@safariland.com)  
800-347-1200 option 3 – Defense Technology