

## **SurvivorClub Terms and Conditions**

### **Brought to you by ACR Electronics, Inc. (ACR/ARTEX)**

#### Program Description

If you use your ACR or ARTEX 406 MHz EPIRB, ELT or Personal Locator Beacon in a lifesaving emergency that results in your life being saved by search and rescue personnel, ACR/ARTEX will replace your beacon with a new beacon of equal or greater value (hereinafter, the "Program") subject to the terms and conditions described herein.

#### How To Participate:

To request your replacement, please visit <http://www.suvivorclub.com> and submit your rescue story along with a photo or video related to the rescue. You must also mail your existing beacon, along with its corresponding proof of registration, to ACR Electronics, Inc., Re: 406 Survivor Club, 5757 Ravenswood Road, Fort Lauderdale, FL 33312. Once we verify your rescue with the proper authorities, we will mail you a new beacon of equal or greater value, provided all other terms and conditions have been met. For more information visit: <http://www.suvivorclub.com>.

By participating, you agree to be bound by the requirements of ACR/ARTEX in regards to the Program, including these terms and conditions. You also certify that you are 13 years of age or older at the time of submission. ACR/ARTEX's decisions will be final on all matters relating to the Program.

#### Additional Terms:

The Program will be subject to the following additional terms and conditions:

Beacon used in an actual emergency rescue must be a 406 MHz EPIRB, 406 MHz Personal Locator Beacon or 406 MHz Emergency Locator Transmitter manufactured by ACR Electronics Inc., or ARTEX.

406 MHz EPIRB/PLB/ELT must have been properly registered with the national authorities in user's country of residence prior to emergency activation.

Registration is quick, easy, and free. Unregistered beacons do not qualify. For more information about registering your beacon visit </support/registrations/>

406 MHz EPIRB/PLB/ELT must have valid batteries. Beacons with batteries that have expired, as indicated by the battery replacement date on each beacon, do not qualify.

Program is for replacement beacon only. Beacon accessories such as ELT antennas, ELT remote switch, installation costs, etc. are not covered by this Program.

Beacon must be returned to ACR/ARTEX at ACR Electronics, Inc., Re: 406 Survivor Club, 5757 Ravenswood Road, Fort Lauderdale, FL 33312. Beacons lost during rescue will be handled on a case-by-case basis at the discretion of ACR/ARTEX.

ACR/ARTEX has the right to verify details of the rescue with the proper authorities. Participants will fully cooperate with ACR/ARTEX in this regard and promptly provide any information requested by ACR/ARTEX.

ACR/ARTEX will replace your beacon with a new beacon of equal or greater technology as determined by ACR/ARTEX in its sole discretion and subject to availability.

Limit one replacement per person. Replacement beacons will not be eligible for replacement unless used again in an emergency situation resulting in a rescue.

Exclusions apply. Rescues prior to October 1, 2012 do not qualify for a new beacon.

Beacons found to be activated in a non-emergency, or false activations or discharges not resulting in a lifesaving rescue, will not be honored. Any willful false activations, ACR may turn over such cases to law enforcement, or other appropriate agency(ies), and violators will be subject to fines, civil damages and criminal penalties.

ACR/ARTEX reserves the right to discontinue the Program at any time by posting a notice on the [www.acrartex.com](http://www.acrartex.com) website.

All international, federal, state and local taxes are the sole responsibility of the participant(s).

#### Use of Personal Information and Publicity:

ACR/ARTEX will take full ownership of all returned beacons and may display, photograph or use such beacons for marketing or advertising purposes. ACR/ARTEX may also gift or loan returned beacons to customers and dealers in its sole discretion.

Information collected in connection with the Program will be used by ACR/ARTEX to administer the Program and to inform participants about their products, services, promotions and offers. In addition, acceptance of the replacement beacon constitutes permission to ACR/ARTEX, its affiliates, subsidiaries, licensees and agencies, to use and license survivor's first name, city, state, likeness, survival story, photos and/or video submissions, for purposes of advertising and trade without further compensation, unless prohibited by law. Notwithstanding the foregoing, participant(s) last names and other contact information such as email address, mailing address, phone number, etc., will not be made publicly available by ACR/ARTEX without the participant's consent.

The participant(s) may also be invited to make publicity appearances or attend commercial shoots, although attendance will not be mandatory.

#### Limitation of Liability:

By accepting the replacement beacon, participant agrees to hold ACR/ARTEX, and their respective directors, officers, employees and assigns, harmless against any and all claims and liability arising out of use of the replacement beacon. Participants assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Program or use or redemption of any replacement beacon.

ACR/ARTEX is not responsible for any typographical or other error in the printing of the offer or administration of the Program. ACR/ARTEX is not responsible for incomplete, lost, late, damaged, illegible or misdirected e-mails or for any technical problems, malfunctions of any telephone lines, computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmissions or any combination thereof. ACR/ARTEX is not liable for damage to any computer system resulting from participation in or accessing or downloading information in connection with the Program.

IN NO EVENT WILL ACR/ARTEX BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE PROGRAM, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ACR/ARTEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ACR/ARTEX'S

AGGREGATE LIABILITY WITH RESPECT TO THE PROGRAM WILL NOT EXCEED THE VALUE OF THE REPLACEMENT BEACON. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply.

Miscellaneous:

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, ACR/ARTEX RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute regarding any submission, the submission will be deemed made by the original purchaser of the registered beacon. ACR/ARTEX reserves the right to modify the Program or disqualify a participant if fraud, misconduct or technical failures destroy the integrity of the Program as determined by ACR/ARTEX, in its sole discretion. These Terms and Conditions are governed by the law of the State of Florida, excluding rules governing choice of laws. Any action, suit or case arising out of, or in connection with, the Program or these Terms and Conditions must be brought in either the federal courts located in the Southeast District of Florida or the state courts located in Broward County, Florida.

All standard terms, conditions and warranties applicable to the replacement beacons shall apply. In the event of inconsistencies between such terms, conditions and warranties and these Terms and Conditions, these Terms and Conditions shall prevail.