

SPD CONCEPTS CAR GIVEAWAY 006

OFFICIAL RULES

**LIMITED TO RESIDENTS OF THE 50 UNITED STATES AND D.C. (EXCLUDING AK, FL, HI & NY)
AND RESIDENTS OF CANADA (EXCLUDING QUEBEC)
VOID TO RESIDENTS OF AK, FL, HI, NY, THE PROVINCE OF QUEBEC & WHERE PROHIBITED**

**NO PURCHASE NECESSARY. PURCHASE OR ACCEPTANCE OF
A PRODUCT OFFER WILL NOT IMPROVE YOUR CHANCES OF WINNING**

- PROMOTION PERIOD:** The SPD Concepts Car Giveaway 006 (the "Giveaway" or "Promotion") begins October 4, 2019 and ends at 11:59:59 PM PT on November 19, 2019 (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Promotion
- ELIGIBILITY:** This Promotion is open only to legal residents of the 50 United States & the District of Columbia (excluding NY, FL, AK and HI) and residents of Canada (excluding the province of Quebec), who are licensed drivers at least 18 years of age or older (and legal age of majority in the state/province in which they reside). **Void in the states of AK, FL, HI, NY, the province of Quebec, and where prohibited.** Employees of SPD Concepts, its affiliates, subsidiaries, advertising, promotion and internet agencies (collectively "Released Parties") and their immediate family members (spouse, parent, child, sibling, grandparent) and/or those living in the same household of each are not eligible. All federal, state, municipal, provincial and local laws and regulations apply. By participating in the Promotion, entrants agree to be bound by the Official Rules.

3. HOW TO ENTER:

- Online at www.SPDConcepts.com.** During the Promotion Period you will automatically receive one (1) entry into the Promotion for every \$1 spent on an eligible purchase at www.SPDConcepts.com (the "Website"). The number of entries you receive will be based on the list price of your eligible purchase (excludes sales tax, shipping charges and any discounts) and will be rounded up to the nearest dollar. If a purchase is returned prior to the Promotion drawing, entry will be voided. Your purchase transaction must be received by 11:59:59 PM PT on November 19, 2019 to be eligible to receive entries.

BONUS ENTRIES: Throughout the Promotion Period, the Sponsor may announce on www.SPDConcepts.com and/or on its social media pages, opportunities where you may earn double entries (two entries for every \$1 spent) or triple entries (three entries for every \$1 spent) at www.SPDConcepts.com ("Bonus Entry Periods").

- MAIL-IN ENTRY; NO PURCHASE NECESSARY.** To enter without making a purchase, on a plain piece of 3"x5" paper, hand print your first and last name, street address city, state/province, zip/postal code, date of birth (mm/dd/yyyy), e-mail address plus daytime telephone number including area code. Then, on the opposite side of your entry, in 25 words or fewer, complete the following sentence: "I want to win the RocketBunny BRZ because...." Mail your entry in a #10 business-size envelope with sufficient postage affixed, to: SPD Concepts Car Giveaway 006 Entry, 713 W Duarte RD#762, Arcadia, CA 91007 USA. Limit one 3x5 entry per outer-mailing envelope. Entries must be postmarked by November 19, 2019 and received by November 25, 2019. No mechanically reproduced entries or metered mail permitted. Statements contained in mail-in entries will not be judged but must be unique; Statements must not in any way reflect negatively upon Sponsor, the promotion or any other person or entity. Each mail-in entry received will count as ten (10) entries into the Promotion provided that the mail-in entry complies with the above requirements. To earn Double Entries without purchase during a Double Bonus Entry Period, follow the instructions above for your mail-in entry and hand-write the words "2x Entry" on the lower left-hand corner of your outer-mailing envelope. To earn Triple Entries without purchase during a Triple Bonus Entry Period, follow the instructions above for your mail-in entry and hand-write the words "3x Entry" on the lower left-hand corner of your outer-mailing envelope. Your mail-in entry must have a postmark date that corresponds to the applicable Bonus Entry Period and be received within 4 days of the Bonus Entry Period's deadline. In the event the postmark date falls on a Sunday or federal holiday, the mail-in entry must be postmarked by the following business day. Mail-in entries that are not in the format specified

above, that are illegible, inaccurate, incomplete, or reproduced via photocopier or otherwise will be considered null and void. Proof of submission does not constitute proof of receipt. Not responsible for lost, late, illegible, mutilated, misdirected, postage-due entries or entries not received in time for the random drawing.

All material submitted becomes property of Sponsor and will not be returned. No correspondence will be acknowledged or entered into.

4. **RANDOM DRAWING:** A random drawing will be conducted on or about November 26, 2019 from among all eligible entries received. All entries will be sent to an independent judging organization that will conduct the randomized drawing of the winner, decisions of the Sponsor are final. Odds of winning will depend upon the number of eligible entries received.
5. **PRIZES AND APPROXIMATE RETAIL VALUES (ARV):** One (1) Grand Prize – A 2013 Subaru BRZ Rocket Bunny valued at approximately USD\$5,000 is available to be won. **Prize will be delivered to winner's residence or another location as mutually agreed upon, within thirty (30) days of notification of availability from the Sponsor. Winner must have a valid driver's license which permits operation of Prize vehicle in the winner's state/province of residence and evidence of legally required insurance prior to taking delivery.** Winner will be responsible for any applicable licensing, insurance, title and registration fees and any other expenses related to the acceptance and use of the Prize not specified herein, including but not limited to any costs incurred by winner relating to prize acceptance. If winner is a Canadian resident, winner will also be responsible for any/all required documentation and related costs associated with transporting Prize vehicle from the U.S. into Canada. In the event winner is unable to take delivery of the Prize, winner will be disqualified and an alternate winner may be selected. The Grand Prize is considered pre-owned and will be awarded "AS IS" without warranty by Sponsor of any kind. **Vehicle may not meet safety or emissions testing required in some states, provinces and counties. Winner is responsible to check their state/province/county for any safety and emissions inspection requirements and must use vehicle in accordance with state/province/county regulations.**

(5) Second Prizes – Each winner will receive a prize pack consisting of 1 sweater, 1 zip-up hoodie, 1 shirt and 1 hat. ARV USD\$200 each.

Total approximate retail value of all prizes available to be won is \$6,000. Prizes consist of only the items specifically listed as part of the prize. Winner will be responsible for any applicable federal, state and local taxes/duties and any other expenses related to the acceptance and use of the prize not specified herein. Sponsor reserves the right to provide a cash alternative or to substitute a prize of equal or greater value at its sole discretion. No substitution or transfer of prize by winner permitted. If Grand Prize winner is a U.S. resident, he/she will receive an IRS form 1099 for the value of the prize stated herein. Winners acknowledge that Sponsor has not made nor is in any manner responsible for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize offered in this Promotion, including but not limited to its quality, mechanical condition or fitness for a particular purpose. In no event will more than the stated number of prizes be awarded.

6. **WINNER VERIFICATION AND NOTIFICATION:** Potential winners will be notified by email, mail, and/or phone. Potential Grand Prize winner will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form, (a W-9 Tax form for U.S. residents) and, if legally permissible, a Publicity Release within 3 days (including Saturdays, Sundays and Holidays) of attempted delivery of same. Noncompliance within this time period or return of any prize/prize notification as undeliverable will result in disqualification without further notice and an alternate winner may be selected. Potential winners who are Canadian residents will be required to correctly answer a mathematical skill question administered online/by mail/via telephone, at the Sponsors sole discretion, prior to the awarding of the prize.
7. **GENERAL RELEASE:** Entrants/winners agree to release, discharge and hold harmless Released Parties from and against any and all liability (including damages caused or claimed to be caused) arising out of participation and/or acceptance/use of prize, and agree to be bound by the Official Rules and the decisions of the Sponsor and/or Sponsor's representatives, which are final. Acceptance of prize constitutes permission for the Sponsor and its

agencies to use winner's name and/or likeness for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law. 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. Sponsor not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize.

NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Released Parties are not responsible for faulty, incorrect, undeliverable or mistranscribed phone/e-mail/internet transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the promotion. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the promotion if for any reason, the Promotion is undermined by a force majeure event or if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/it's agencies, in their sole discretion. In the event of termination, a notice will be posted online and a drawing to award the Prize will be conducted from among all eligible entries received prior to termination. In the event a dispute arises regarding the identity of the entrant, entry will be deemed made by the person whose name appears on the online order form or mail-in entry. Any damage made to the Website by an entrant will be the responsibility of the entrant and/or the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

8. **PRIVACY:** Information collected from participants is subject to Sponsor's [privacy policy](#). Sponsor will provide the personal information provided to enter this Giveaway to a third-party fulfillment company only for tax reporting purposes, if applicable.
9. **CHOICE OF LAW AND JURISDICTION:** Except where prohibited by law, all disputes concerning this Promotion will be governed by and construed in accordance with the laws of the State of California without regard to its choice of laws or conflict of law provisions. Claims may not be resolved through any form of class action.
10. **WINNERS LIST:** The name of the official winners will be posted at www.SPDConcepts.com on or about November 30, 2019 or after the winner has been verified.

SPONSOR: SPD Concepts, 713 W Duarte RD #762, Arcadia, CA 91007.

Car manufacturer is not a Sponsor and does not endorse this Promotion nor is it affiliated with the Sponsor or the Promotion in any way.