

DEFECO Truck Giveaway

Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN.

1. **Eligibility:** The DEFECO Truck Giveaway ("Sweepstakes") is open only to legal residents of the forty-eight (48) contiguous United States or the District of Columbia who are at least 18 years of age or the age of majority in their state of residence, whichever is older, as of the date of entry. Employees and non-employee workers of DEFECO TRUCKS LLC and its parent companies, subsidiaries, affiliates, and agents and those prize providers and agencies, if any, that are involved in the development or execution of this Sweepstakes or any of its materials, and the immediate family (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.
2. **Sponsor:** DEFECO TRUCKS LLC, 2400 West 7th Avenue, Denver, Colorado 80204. Sponsor is responsible for the administration of the Sweepstakes.
3. **Agreement to Official Rules:** By participating in the Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes.
4. **Promotion Period:** The Sweepstakes begins at 12:00 a.m. Mountain Time ("MT"), May 25, 2018 and ends at 11:59 p.m. MT, September 15, 2018 (the "Promotion Period"). Sponsor's computer is the official time-keeping device for this Sweepstakes.
5. **How to Enter:**
 - (A) **Online Entry:** During the Promotion Period, go to the following website: www.defcotrucks.com ("Website") and purchase one or more products from the Website ("Purchase Entry"). Entrants must complete all required information. RECEIVE ONE ENTRY FOR EVERY \$1 SPENT during the Promotion Period (not including tax and shipping). RECEIVE ONE ENTRY FOR LIKING SPONSOR'S PAGE ON FACEBOOK during the Promotion Period (Entrant may only do this once; must be done via www.defcotrucks.com). RECEIVE ONE ENTRY FOR LIKING SPONSOR'S PAGE ON INSTAGRAM during the Promotion Period (Entrant may only do this once; must be done via www.defcotrucks.com). RECEIVE TWO ENTRIES FOR SHARING SPONSOR'S PAGE ON FACEBOOK during the Promotion Period (Entrant will earn one entry each time Entrant shares Sponsor's page; must be done via www.defcotrucks.com).
 - (B) **Mail-in Entry:** To obtain five (5) entries without making a purchase, legibly handprint your name, street address, city, state, zip code, telephone number and complete e-mail address on a standard 4" x 6" postcard (with no outer envelope) and mail to: DEFECO Truck Giveaway, 2400 West 7th Avenue, Denver, Colorado 80204. Limit of five (5) entries per mail-in postcard entry. Mail-in entries must be received within one week of the end of the Promotion Period. All mail-in entries must be legibly hand written (including addressing), mailed separately with no outer envelope and have sufficient postage. Released Parties assume no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged, incomplete, non-delivered or postage-due mail; or for failure or unavailability of electronic equipment, communications or Internet connections; or other errors, failures or malfunctions of any kind.

By entering via online or mail-in, you consent to receive email announcements from Sponsor, in accordance with its Privacy Policy, available at, <https://defcotrucks.com/pages/privacy-statement>. You may unsubscribe from these email announcements without affecting your chances of winning this Promotion.

- 6. Drawings:** Sponsor's decisions as to the selection of the potential winners are final and binding. On or about October 1, 2018, Sponsor will select the names of ten potential prize winners (collectively "Finalists") in a random drawing of all eligible entries received during the Promotion Period. The Finalists will be notified by email or telephone. On or about October 5, 2018 Sponsor will select the names of potential prize winners (collectively "Potential Winners") in a random drawing from all Finalists for the following prizes: one (1) Grand Prize; one (1) Second Place Prize; one (1) Third Place Prize; one (1) Fourth Place Prize; and one (1) Fifth Place Prize (all prizes as defined below). The Potential Winners will be notified by email, mail or telephone. The odds of winning a prize depend on the number of eligible entries received during the Promotion Period.
- 7. Requirements of Potential Winners:** Potential Winners must continue to comply with the Official Rules. Winning is contingent upon fulfilling all requirements. Potential Winners (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to Sponsor, within seven days of the date notice or attempted notice is sent, a Declaration of Compliance, Liability & Publicity Release (except where prohibited) in order to claim his/her prize and to fulfill any other requirements as determined by Sponsor. In the event that a Potential Winners cannot be contacted, forfeits the prize or is disqualified for any reason, if time permits, Sponsor will select an alternate Potential Winners in a random drawing from among all remaining eligible entries, up to three alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. All prizes will be fulfilled approximately four weeks after the conclusion of the Sweepstakes.
- 8. Prizes:**

ONE GRAND PRIZE: 2012 Ford F-350 Lariat Premium with a complete MEGARAPTOR conversion as more fully described at: <https://defcotrucks.com/products/defco-megaraptor-giveaway-t-shirt-entry>. The vehicle is used and will have less than 80,000 miles. The vehicle will be delivered to the Grand Prize winner at the address set forth in the Grand Prize winner's entry. The vehicle comes with no warranties (other than a warranty of clear title). Approximate Retail Value ("ARV") of Grand Prize: \$45,000. Winner will not receive difference between actual and approximate retail value.

ONE SECOND PLACE PRIZE: HPL Oil and/or DEFCO branded apparel; QUAKE LED 3" Accent LED Work Light Kit; and Adam's Polishes starter kit. The prize will be delivered to the Second Place Prize winner at the address set forth in the Second Place Prize winner's entry. ARV of Second Place Prize: \$599. Winner will not receive difference between actual and approximate retail value.

ONE THIRD PLACE PRIZE: HPL Oil and/or DEFCO branded apparel; QUAKE LED 3" Accent LED Work Light Kit; and Adam's Polishes starter kit. The prize will be delivered to the Third Place Prize winner at the address set forth in the Third Place Prize winner's entry. ARV of Third Place Prize: \$449. Winner will not receive difference between actual and approximate retail value.

ONE FOURTH PLACE PRIZE: HPL Oil and/or DEFCO branded apparel; and Adam's Polishes starter kit. The prize will be delivered to the Fourth Place Prize winner at the address set forth in the Fourth Place Prize winner's entry. ARV of Fourth Place Prize: \$124. Winner will not receive difference between actual and approximate retail value.

ONE FIFTH PLACE PRIZE: HPL Oil and/or DEFCO branded apparel; and Adam's Polishes starter kit. The prize will be delivered to the Fifth Place Prize winner at the address set forth in the Fifth Place Prize winner's entry. ARV of Fifth Place Prize: \$124. Winner will not receive difference between actual and approximate retail value.

For All Prizes: No substitution, exchange or transfer of prize by any winner. Sponsor reserves the right to substitute any prize with one of equal or greater value. Each winner is responsible for all taxes and fees associated with prize receipt and/or use. Limit: One prize per person. Total ARV of all prizes: \$46,296.

9. **Publicity:** Except where prohibited, participation in the Sweepstakes constitutes entrant's consent for Sponsor and its designees to use entrant's name, likeness, prize information, city and state of residence for promotional purposes in any media without further consideration.
10. **General Conditions:** In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Sweepstakes and award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of that provision.
11. **Release and Limitations of Liability:** Except where prohibited, by participating in the Sweepstakes, entrants agree to release and hold harmless DEFCO TRUCKS LLC, PADDOCK IMPORTS, INC., DMCAT, LLC, HPL DISTRIBUTING LTD., FORD MOTOR COMPANY and all manufacturers of the after-market vehicle parts listed under "Build Sheet" at <https://defcotrucks.com/products/defco-megaraptor-giveaway-t-shirt-entry> and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if it is possible. If the Sweepstakes, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other

reasons cause more than the stated number of prizes as set forth herein 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, un-awarded, eligible prize claims.

- 12. Facebook®, Instagram®, Twitter®, Snapchat® and YouTube® Disclaimers:** As a condition of participating in the Sweepstakes, each entrant acknowledges and agrees that Facebook, Inc., Instagram, LLC, Twitter Inc., Snap Inc. and YouTube, LLC and their respective owners, directors, officers, employees, contractors, agents, representatives, parents, subsidiaries, attorneys, insurers, and associated corporations and entities (collectively, the “Non-Sponsor Group”) are not sponsors of the Sweepstakes nor do they endorse or administer the Sweepstakes, nor are they in any way associated with the Sweepstakes. All questions regarding the Sweepstakes must be directed to Sponsor, not the Non-Sponsor Group. You also agree that as a condition of participating in the Sweepstakes, you shall release the Non-Sponsor Group from any and all liability arising out of or relating to the Sweepstakes.
- 13. Disputes:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court in the State of Colorado and each party irrevocably submits to the jurisdiction of such court and waives any objection such party may have to either the jurisdiction or venue of such court; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Sweepstakes, 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 and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Colorado, without giving effect to any choice of law or conflict of law rules (whether of the State of Colorado or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Colorado.
- 14. Winner List:** For a winner list, visit the Website. The winner list will be posted after winner confirmation is complete.