

**Method Race Wheels | Method Toons| Coloring Contest**  
**Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THE CONTEST OR TO WIN THE PRIZE. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Void where prohibited by law.

To enter the Method Race Wheels, Method Toons Coloring Contest (“the Contest”), first read and agree to these Official Rules. If you do not agree to each of the terms and conditions of these Official Rules, you are not eligible to enter and/or win the Contest.

**1. Contest Sponsor**

Custom Wheel House, LLC, dba Method Race Wheels located at 15500 Cornet Street, Santa Fe Springs, CA, 90670 is the sole sponsor of the Contest (“METHOD” or “Sponsor”). The Contest is in no way sponsored, endorsed, administered by, or associated with any other entity or person, including but not limited to Instagram.

**2. Entrant Eligibility**

To be eligible to participate in the Contest, you must be a legal resident in one of the forty eight (48) contiguous United States or the District of Columbia and be at least eighteen (18) years of age on the date you submit your entry. Sponsor reserves the right to require evidence of age and residency before any Prize is awarded to you.

Employees, officers, and directors of METHOD, or its parents, subsidiaries, affiliated companies, agents, distributors, advertising, promotion, and production agencies, or members of their respective immediate families (parents, spouse, children, siblings) or individuals residing in their households (whether or not related) are not eligible to enter the Contest or to win the Prize.

For a copy of these Official Rules, print them from [methodracewheels.com/method-toons](http://methodracewheels.com/method-toons).

**3. How to Enter**

To enter, you must use in a photo a hand colored print out of the Method Toons Artwork. The Method Toons Artwork will be distributed free of charge at events, races, and shows METHOD attends, and can be otherwise obtained free of charge by download at [methodracewheels.com/method-toons](http://methodracewheels.com/method-toons).

Further, to enter the Contest you must have an Instagram account. If you do not have an Instagram account, you will need to register for one with Instagram before proceeding. Once you have an active Instagram account you should:

[1] Follow Method Race Wheels @methodracewheels Instagram account;

[2] Use the default setting on your Instagram Account and **do not change** to “Photos Are Private” (Your photo must be public for it to be eligible for the Contest);

[3] Take an original photo featuring the hand colored Method Toons Artwork and upload the photo to your Instagram account (“Entry Photo”); and

[4] include in the caption of your Entry Photo all three of the following tags: **@methodracewheels, #methodracewheels, and #methodtoons** (“Caption Requirements”).

Only one entry per individual, per account, per unique Method Toons Artwork is allowed. The odds of winning depend on the number of eligible entries received. By your submitting an Entry Photo, you agree to comply with the Official Rules and to be bound by these terms and conditions.

#### **4. Entry Period**

To be considered, your Entry Photo must be uploaded to Instagram any time beginning April 5, 2020 at 8:00am Pacific Time (“PT”) and ending June 30, 2020 at 11:59 PM PT (“Entry Period”). Any Entry Photo that is not uploaded to Instagram within the Entry Period, does not use the Caption Requirements, or is otherwise incomplete or ineligible when uploaded within the Entry Period will not be considered.

#### **5. Entry Photo**

Any Entry Photo must be original, taken by an eligible Entrant and must feature a hand colored Method Toons Artwork made from the downloadable METHOD website at [methodracewheels.com/methodtoons](http://methodracewheels.com/methodtoons).

Any Entry Photo to be eligible may not contain material that is inappropriate, violent, indecent, obscene, hateful, defamatory, slanderous or libelous, or that degrades or demeans the image or status of any group, person or entity.

If your Entry Photo includes the name and/or image of an individual other than yourself, all such individuals must provide you with their written consent to use their image and/or name for any or all purposes before your Entry Photo is submitted, and all such persons must be eighteen (18) years of age or older on the date the Entry Photo is submitted.

Your Entry Photo may not contain material that violates or infringes another’s intellectual property or other rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.

Sponsor is authorized in its sole discretion to refuse to consider or to eliminate from its Instagram or other social media or web sites any Entry Photo that it deems in its sole discretion is inconsistent with Sponsor’s image, that may be deemed profane or offensive, that violates any

laws, uses the intellectual property of another, or that otherwise does not comply with these Official Rules.

## **6. Prize**

The Prize is a Method Race Wheels apparel prize pack for each version of the Method Toons Artwork released (“Prize”). A total of 11 winners will be chosen, one per artwork released, over the course of the Contest Entry Period. Total Suggested Retail Value of each Prize awarded is \$50.

## **7. Selection of Winner**

Every Wednesday, beginning April 22, 2020 and ending July 1, 2020, a METHOD employee will review any eligible Entry Photo submitted prior to 11:59 PM PT the Tuesday prior and select a winning Entry Photo among eligible entries in his or her sole discretion based on the following criteria: creativity (30%), originality (30%), use of Method Toons Artwork (20%) and compatibility with Sponsor’s image (20%). By 11:59 PM PT the same Wednesday the Winner is chosen, Sponsor will notify the potential winner by Instagram direct messaging from @methodracewheels. The message will notify the Entrant that their Entry Photo has been chosen and instruct the potential Winner to email the Sponsor at a given email address to verify eligibility and proceed to claim the Prize. It is the entrant’s responsibility to check their direct messages for such notification and/or to enable push notifications on their mobile device and Instagram settings so that they will receive prompt notice.

In the email response, Winner must include his or her full name, date of birth, mailing address, phone number, email address, Instagram account name, and a copy of the chosen photo. Sponsor reserves the right to require the potential winner to demonstrate ownership of the Instagram account associated with the winning Entry Photo before prize will be awarded.

The potential winner must email Sponsor at the specified email address with the requested information within two (2) day(s) of receiving the posted notification. Failure to respond or an inadequate response may result in disqualification and the selection of an alternative winner, at Sponsor’s sole discretion. Once the Winner has provided the requested information and verified any necessary verification of ownership of the Instagram account used for the Entry Photo, Sponsor may re-post the winning Entry Photo on the @methodracewheels Instagram account page and/or the METHOD web site in its discretion. Sponsor will send the Winner the Prize to the mailing address provided once eligibility requirements are verified.

## **8. Original Work and Legal Rights to Submit Work**

By submitting an Entry Photo to the Contest you represent and warrant that, consistent with the terms of the Official Rules: (a) you own the copyright in the Entry Photo; (b) the Entry Photo constitutes your own original work, and does not violate, in whole or in part, any existing copyright, trademark or intellectual property of any other person or entity; (c) any third party content included in your Entry Photo (such as images, text, graphics etc.) is yours or covered by

a license to use the third party content; (d) you are unaware of any agreement that is inconsistent with any representations you need to provide to comply with these Official Rules; and (e) you have full power and all legal rights to enter the Contest and provide to Sponsor the license to use the Entry Photo and any other information provided. You further represent and warrant that you have legally secured the rights to publicity to feature any third parties in any Entry Photo and that all such persons are at least eighteen (18) years of age.

**9. License and Right to Use to Sponsor**

By submitting an Entry Photo, you grant Sponsor permission and a worldwide, perpetual, royalty-free nonexclusive license to use, reproduce, create derivative works, perform, display, distribute, copy, post on methodracewheels.com, post on Sponsor’s Instagram account and/or post on other websites or social media accounts Entry Photo. The Sponsor shall have the right to use Entry Photo in any manner, and at its sole discretion, and to promote the Contest in any manner it chooses.

By submitting an Entry Photo, you agree and consent that your Entry Photo will be public. You waive all rights, claims and causes of action that you may have against Sponsor or any other third parties related to any use of any ideas, suggestions and/or concepts disclosed in your Entry Photo.

By submitting an Entry Photo, you acknowledge that no joint venture, partnership, employment or agency relationship exists between you and Sponsor as to your Entry Photo, feature or publicity of your Entry Photo, award of the Prize or any other aspect of this Contest. Further, you agree that you will not use the Entry Photo except to enter the Contest.

**10. Limitations**

Sponsor reserves the right to modify the Contest or disqualify an entrant if fraud, misconduct or technical failures destroy the integrity of the Contest as determined by Sponsor in its sole discretion.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**11. Operation of the Contest:**

Sponsor has the sole right to determine eligibility in its discretion. Sponsor has the right to disqualify any potential winner and/or to post or not post, or remove at any time from Sponsor’s account any winning Entry Photo if Sponsor determines, in its sole discretion, that the Entry Photo or entrant has not complied with and/or is ineligible under these Official Rules.

Sponsor is not responsible for illegible, lost, stolen, late, damaged, incomplete, mutilated or misdirected entries or for any problems or any technical malfunctions related to the electronic submission of Entries or the operation of the Contest. If all required information is not provided or an Entry Photo is illegible, or technically inaccessible, the entry will be deemed ineligible. Any Entry Photo that does not comply with the Official Rules may be withdrawn, rejected, and deemed ineligible for participation in the Contest.

If, for any reason, the Contest is not capable of running as planned, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest.

By entering the Contest, you acknowledge that no joint venture, partnership, employment or agency relationship exists between you and Sponsor as to your Photo Entry, feature or publicity of your Photo Entry, award of the Prize or any other aspect of this Contest.

## **12. Prize Conditions**

The Prize is "AS IS" and WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, FROM SPONSOR INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

## **13. Limitations of Liability**

Entrants, by participating in the Contest, release and agree to hold Sponsor and its parents, subsidiaries, affiliates and employees harmless from and against any and all liability, claims or action of any kind whatsoever for any injuries, losses or damages of any kind to persons, including death and bodily injury, and property, relating to or arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize, including participating in this Contest or in any Contest-related activity. Each entrant agrees to indemnify Sponsor from any and all liability resulting or arising from the Contest and to hereby acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize awarded or the Contest. Additionally, Sponsor is not responsible for late, lost, stolen, incomplete, misdirected, garbled, damaged, delayed or undelivered Photo Entries; or for any virus contracted by an entrant's computer through participation in the Contest, for any incorrect or inaccurate information, whether caused by computer or Internet malfunction or interference, tampering, manipulation, weather or natural disaster, acts of war, or by any of the equipment or programming associated with or utilized in the Contest and assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation; or for failed computer, satellite, telephone, wireless or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions, technical error, theft or destruction or unauthorized access. Sponsor is not responsible for other errors or difficulties of any kind whether human, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing of entries, the notification of winner, or in any Contest-related materials. Sponsor is not responsible for lost,

interrupted or inaccessible or unavailable network, server, wireless service, Internet Service Provider, website, or other connections or any combination thereof.

UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO ANY INDIVIDUAL ENTRANT IN THIS CONTEST. SPONSOR'S FAILURE TO ENFORCE ANY PROVISION IN THESE OFFICIAL RULES WILL NOT BE DEEMED A WAIVER OF ANY TYPE OR ACTIONABLE IN ANY WAY.

#### **14. Indemnification**

By entering the Contest, you agree to indemnify, defend, and hold harmless the Sponsor, its parents, subsidiaries and affiliates, and each of their officers, directors, employees, owners, and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, damages, costs and expenses (including reasonable attorneys fees) arising out of or accruing from: (i) any Entry Photo uploaded or otherwise provided by you that infringes any copyright, trademark, trade secret, trade dress, patent or other intellectual property right of any person or defames any person or violates their rights of publicity or privacy; (ii) any false or misleading statement or representation made by you in connection with the Contest; (iii) any non-compliance by you with these Official Rules; (iv) claims brought by persons or entities arising from or related to your participation in or involvement with the Contest; (v) any error in the collection, processing, or retention of any entry information in relation to your entry and participation in the Contest; or (vii) in relation to your Entry Photo or participation in the Contest.

Sponsor reserves the right to take exclusive control and defend any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with Sponsor in asserting any available defenses.

#### **15. Choice of Law**

The Contest shall be governed by and interpreted under the laws of the State of California without regard to conflict of law provisions. By entering the Contest, you agree that any disputes, claims, causes of action or controversies arising out of or in connection with this Contest shall be resolved on an individual basis by the State and Federal courts covering Santa Cruz County, California, which shall have sole jurisdiction of any controversy regarding or arising from the Contest or these Official Rules. BY ENTERING THE CONTEST, YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THE COURTS COVERING SANTA CRUZ COUNTY, CALIFORNIA AND SUBMIT TO THE JURISDICTION OF THE COURTS. Further, you acknowledge and agree that you may only assert claims on your own behalf and not on behalf of any other person or entity arising from or in connection with this Contest or these Official Rules.

## **16. Severability**

If any provision of these Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

## **17. Privacy Policy**

Any personally identifiable information collected during this Contest will be collected and used by Sponsor for purposes of the proper administration and fulfillment of the Contest as described in these Official Rules and in accordance with Sponsor's Privacy Policy and otherwise as allowed by law and these Official Rules.

## **18. Copyright Infringement Notification Policy**

The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes their rights under U.S. copyright law. If you believe in good faith that materials related to this Contest infringe your copyright and are hosted by METHOD on its methodracewheels.com web site or its Instagram or other social media accounts, you (or your agent) may send a notice requesting that the material be removed.

Materials posted on Instagram by entrants in connection with this contest, but not reposted by METHOD cannot be removed by METHOD. If you believe in good faith that materials hosted by Instagram related to this Contest infringe your intellectual property rights, Instagram's reporting procedures are available here: <http://help.instagram.com/535503073130320/>.

## **19. Names of Winners**

For names of the prize winners, visit [methodracewheels.com/methodtoons](http://methodracewheels.com/methodtoons).

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