

**GHS CAR GIVEAWAY #3
OFFICIAL RULES**

**THIS PROMOTION IS VALID ONLY IN THE 48 CONTIGUOUS UNITED STATES (EXCLUDES AK & HI), THE DISTRICT OF COLUMBIA AND CANADA (EXCLUDING QUEBEC) AND SHALL BE CONSTRUED ACCORDING TO UNITED STATES LAW.
VOID IN QUEBEC & WHERE PROHIBITED.**

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

1. **ELIGIBILITY:** The GHS Car Giveaway #3 (the "Giveaway" or "Promotion") is open only to legal residents of the 48 contiguous United States (excludes Alaska and Hawaii), the District of Columbia and Canada (excluding Quebec) who are licensed drivers and legal age of majority in the state/province/territory in which they reside. Employees of GearHead Society LLC (the "Sponsor"), its affiliates, subsidiaries, advertising, promotion partners and internet agencies, and each of their respective officers, directors and agents (collectively "Released Parties") and their immediate family members (spouse, parent, child, sibling, and grandparent) and/or those living in the same household of each are not eligible. The Giveaway is void in the states of Alaska and Hawaii, in the province of Quebec and where prohibited. All federal, state, provincial, municipal and local laws and regulations apply. By participating in the Giveaway, entrants agree to be bound by these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **PROMOTION PERIOD:** The Giveaway begins on **November 20, 2020** and ends at 11:59:59 PM PT on **January 5, 2021** (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Giveaway.
3. **HERE'S HOW TO ENTER:**
 - A. Automatically via a purchase. You will automatically receive one (1) entry for every \$1 spent on an eligible purchase at www.gearheadsociety.com (the "Website") during the Promotion Period. Your purchase transaction must be received by 11:59:59 PM PT on **January 5, 2021** to be eligible to receive entries. The number of entries you receive will be based on the list price of your eligible purchase (excludes sales tax and shipping charges) and will be rounded up to the nearest dollar. If a purchase is returned prior to the drawing, entry/ies associated with that purchase will be voided. All purchases are subject to Sponsor's return policy.

ENTRY MULTIPLIER: Throughout the Promotion Period, the Sponsor may announce opportunities to increase the number of entries you may earn by a multiplier (e.g., (2X), (5X), (10X) or (20x) (each an "Entry Multiplier"). When an Entry Multiplier is offered, entries will be multiplied by the applicable Entry Multiplier. For example, a purchase of \$25 during a 2X Entry Multiplier offer will earn 50 entries. Timing for an Entry Multiplier offer will be determined solely by the Sponsor and will be announced by the Sponsor at www.gearheadsociety.com.

- B. To enter without making a purchase, on a plain piece of 3"x5" paper, hand print your complete first and last name, street address, city, state/province/territory, 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 at least 25 words complete the sentence: *"I want to win the GHS Car Giveaway #3 because..."*. Mail your entry in a #10 business-size envelope with first-class postage affixed, to: GHS Car Giveaway #3 Entries, 5482 Oceanus Drive, Unit D, Huntington Beach, CA 92649 USA. Your outer-mailing envelope must include a valid return address, which includes a complete first and last name. Mailed entries received without a verifiable and legible return address will be deemed incomplete and invalid. Limit one entry per outer-mailing envelope. Bulk shipments (multiple entries in one shipping package) will not be accepted. Mail-in entry, including outer-mailing envelope must be handwritten. 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. Entries that are postmarked by January 6, 2021 and received by January 11, 2021 will be eligible for the random drawing. Each mail-in envelope will count as **3** entries, provided that the mail-in entry complies with the above requirements.

To receive additional entries during an Entry Multiplier offer without making a purchase, follow the instructions for mail-in entries above, and hand write the words "ENTRY MULTIPLIER" in the bottom left-hand corner of the envelope. Your mail-in entry must have a postmark that corresponds to the date of an offer and received within 5 days of the offer's deadline. If an Entry Multiplier offer ends on a Sunday or federal holiday, the mail-in entry must be postmarked on the following business day and received within the next 5 days. Mail in entries received that comply with all the above requirements will receive

the applicable number of entries for the respective multiplier offered (e.g., 2X = 6 entries; 5X=15 entries; 10X=30 entries, 20X=60 entries, etc.).

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 by the deadline. 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 **January 14, 2021** from among all eligible entries received (purchase and mail-in). The random drawing will be conducted by Marden-Kane, Inc. (the "Administrator"), an independent judging organization whose decisions are final. Odds of winning will depend upon the number of eligible online purchase and mail-in entries received.
5. **WINNER NOTIFICATION AND VERIFICATION:** Prize award is subject to eligibility verification. Potential winner will be notified by email, mail, and/or phone. Potential winner will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form and, if legally permissible, a Publicity Release along with a copy of his/her valid driver's license. If Grand prize winner is a U.S. resident, he/she will also be required to complete and return a W-9 Tax form (collectively "Documents"). All completed Documents must be returned within 3 days (including Saturdays, Sundays and Holidays) of attempted delivery of same. Failure to return properly completed Documents within the specified time, failure to respond to a notification or return of any prize/prize notification as undeliverable will result in disqualification without further notice and an alternate may be selected. If a potential winner is a Canadian resident, he/she will be required to correctly answer a mathematical skill question (without any assistance) which will be administered online/by mail/via telephone, at the Sponsors sole discretion, prior to the awarding of the prize. **Winner status is contingent upon eligibility verification.**
6. **PRIZES AND APPROXIMATE RETAIL VALUES (ARV) ALL PRIZES STATED IN U.S. DOLLARS (USD):**
One (1) Grand Prize – a 2007 Nissan 350z valued at approximately \$2,000. Winner will also receive \$3,000 awarded in the form of a check. **Total approximate retail value of the Grand Prize is USD \$5,000. Grand Prize winner must agree to pick up prize vehicle at a Sponsor-specified location in the United States within thirty (30) days of notification of availability from the Sponsor. Failure to take delivery within 30 days of availability could cause prize to be forfeited and awarded to an alternate. Winner must have a valid driver's license which permits operation of the prize vehicle in the winner's state/province/territory of residence and evidence of legally required insurance prior to taking delivery.** Winner will be solely responsible for any applicable licensing, insurance, title and registration fees and any other expenses related to the acceptance and use of the Grand Prize not specified herein, including but not limited to any costs incurred by winner relating to the acceptance, pickup/transport or use of a prize. 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 vehicle, winner will be disqualified and an alternate winner may be selected. **The Grand prize vehicle is preowned and will be awarded "AS IS" without warranty by Sponsor of any kind. Winner acknowledges 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. Prize 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.** If Grand Prize winner is a U.S. resident, he/she will receive an IRS form 1099 for the value of the Grand Prize as stated herein.

Prize consists 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 substitute a prize of equal or greater value at its sole discretion. No substitution or transfer of prize by winner permitted. In no event will more than the stated number of prizes be awarded.
7. **RELEASE:** Entrants/winner agree to release, discharge and hold harmless Released Parties from and against any claim or cause of action or liability (including but not limited to, personal injury, death or damage to or loss of property) arising out of participation in the Giveaway or acceptance/receipt/travel to and/or from prize pick up location/use or misuse of the 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 a 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 promotional 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 Giveaway or in the announcement of the prize.

8. **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 Giveaway is undermined by any event beyond the Sponsor's control, including but not limited to fire, flood, epidemic, labor dispute or strike, act of God or public enemy, or any 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/its 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. The failure of the Released Parties to comply with any provision of these Official Rules due to an act of God, epidemic, act of public enemies or any act outside of the Sponsor's control/force majeure event will not be considered a breach of these Official Rules. 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.
9. **CHOICE OF LAW:** All 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 this Giveaway, 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. By participating, Entrants irrevocably consent to the exclusive jurisdiction of the federal and state courts of California for any action, suit or proceeding arising out of or relating to this Giveaway. Entrant agrees that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including any costs associated with participation in this Giveaway but in no event attorneys' fees; and under no circumstances will entrants/winner be permitted to obtain awards for, and entrants/winner hereby waive all rights to claim, punitive, incidental and consequential damages or any other damages other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.
10. **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 to administer the Giveaway and verify the winner.
11. **WINNERS LIST:** The name of the Grand Prize Winner will be announced at www.gearheadsociety.com on or about January 19, 2021 or after the Grand prize winner has been verified.

SPONSOR: GEARHEAD SOCIETY LLC, 5482 Oceanus Drive, Unit D, Huntington Beach, CA 92649.

Manufacturer of the prize vehicle offered is not a Sponsor or Participant in this Giveaway and no association or endorsement is implied.

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