

IceTrayYang FlawlessGang Giveaway 5
Official Rules

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS OPEN ONLY TO RESIDENTS OF UNITED STATES, DISTRICT OF COLUMBIA, PUERTO RICO AND CANADA (EXCLUDING PROVINCE OF QUEBEC) AND SHALL BE CONSTRUED ACCORDING TO UNITED STATES LAW. PARTICIPATION IN THE PROMOTION IS RESTRICTED TO INDIVIDUALS, 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID WHERE PROHIBITED.

I. SPONSOR: ICETRAYYANG, Inc. (the "Sponsor") 6224 Richmond Ave, Houston, TX 77057

II. SWEEPSTAKES/PROMOTION PERIOD: The *IceTrayYang FlawlessGang Giveaway 5* (the "Giveaway" or "Promotion" or "Sweepstakes") begins, August 1, 2021, 12:00 a.m. Pacific Time ("PT") ("Start Date"), and ends October 24, 2021, 11:59 p.m. PT, ("End Date") and (the "Promotion Period"). The computer clock of Sponsor's webmaster is the official timekeeping device of the Sweepstakes.

III. ELIGIBILITY: The Giveaway Promotion is open to residents of the fifty (50) United States, the District of Columbia ("D.C."). Puerto Rico and Canada (excluding Province of Quebec) who are licensed drivers and the legal age of majority in the state/province/territory in which they reside at time of entry. Officers, directors and employees of the Sponsor, its respective subsidiaries, sales representatives, and each of its respective parent, subsidiary and affiliated companies, franchisees, advertising, promotional and judging agencies of each of the foregoing, and any other entity or persons that develops, produces or distributes materials for or related to this Promotion (collectively, "Released Entities"), and the immediate family members (defined as spouse, parents, grandparents, children, grandchildren, siblings, whether biological, adopted, step or in-law) of such individuals, or persons living in the same household as such individuals (whether related or not), are not eligible to participate in the Sweepstakes. The Promotion is subject to all applicable federal, state, local laws and regulations, and is void where prohibited by law. Winning a prize is contingent upon fulfilling all requirements set forth herein.

IV. HOW TO ENTER THE SWEEPSTAKES: An individual will be deemed a Participant ("Participant" or "you") in the Sweepstakes if eligible as per Eligibility requirements (Section III) and enter the Sweepstakes using one (1) of the two (2) methods of entry as follows:

1.) Purchase of Sponsor's Merchandise Method of Entry: Visit www.icetrayyang.com (the "Website") and complete a merchandise ("Merchandise") purchase during the Promotion Period. For every \$1.00 (USD) spent via an approved credit card transaction, you receive the number of entries based on the list price of your eligible purchase (excludes sales tax, shipping charges and any discounts). An unlimited Merchandise order is allowed to be placed during the Entry Period. If a purchase is returned or cancelled prior to the Promotion drawing date, entry will be voided. All purchases are subject to Sponsor's return policy. A purchase transaction must be received by 11:59:59 p.m. PT on October 24, 2021 to be eligible to receive entries. A Participant is required to provide the following information: first and last name, home address (No P.O Boxes), telephone number, (for winner notification only) and e-mail address. A purchase receipt and a sales order number ("Product Order Receipt") will be issued. All orders are required to be placed through the Sponsor's Website. If an order is placed for a company, the person placing the order shall be the individual entered into the Sweepstakes, unless it is not allowed according to the company's policies and procedures rules, then the company's owner will be considered the Participant.

LIMITED MERCHADISE BONUS ENTRIES: Throughout the Promotion Period, the Sponsor may announce on www.icetrayyang.com or on its social media pages, Merchandise labeled as Limited ("Limited") will be offered to purchase and to receive an additional multiplier of entries. The Limited Merchandise and multiplier number will be made available in the promotion's Website and or Social Media announcements. Limited Merchandise periods will be offered at the sole discretion of the Sponsor.

2.) Mail-In Method of Entry: Alternate Method of Entry ("AMOE"). To enter without the Sponsor's Merchandise purchase obligation, legibly handprint on a 3"x 5" or a 4"x 6" postcard the title of this Sweepstakes, your name, mailing address, city, state, zip code, day and evening phone numbers and e-mail address, and mail it in a **hand printed first class stamped #10 business envelope** to: Compliance / IceTrayYang FlawlessGang Giveaway 5, PO Box 468, Stonington, CT 06378. **Return address on envelope must also be hand-printed with sender's full name and address.** Commercial printed return address labels will void the entry. All mailed in entries must be postmarked by October 25, 2021 and received by October 28, 2021. Only one (1) postcard

entry per #10 business envelope is allowed. Each correctly completed postcard and envelope receives one (1) entry. Bulk shipments (multiple entries in one shipping package) will not be accepted and will be destroyed. **BONUS PERIODS:** The Limited Merchandise **Bonus Entry Period date must appear above your hand-printed return name and address to receive the number of bonus entries.** 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. If the required information does not appear on the envelope, you receive only one (1) entry.

Sponsor is not responsible for mail that is lost, late, incomplete, invalid, unintelligible, illegible, stolen, damage, or misdirected. Postage due mail entries will be disqualified. Typed, computer generated, or otherwise mechanically reproduced entries are NOT allowed and will not be accepted. Sponsor reserves the right to disqualify any person that submits more than maximum allowed entries as stated in the Entry Period. Proof of sending a submission will not be deemed to be proof of receipt by Sponsor. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

V. WINNER DRAWING, NOTIFICATION AND ODDS:

On or about November 1, 2021, one (1) potential Grand Prize Winner (the "Winner") will be randomly selected from all eligible online purchase and mail-in entries received, by a third-party administrator ("the Administrator"), an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes. The potential Winner will be notified by phone and e-mail. Administrator will make two (2) attempts to notify potential Winner at the phone number and/or email address submitted at the time of entry. If a potential Winner does not respond within two (2) calendar days from the initial notification, or does not respond with complete contact information as requested by voice message, or whose phone provider indicates that the phone number is invalid or unable to receive the communication (even if ultimately delivered thereafter), or is found to be ineligible, cannot or does not comply with these Official Rules, or if his/her prize or pre notification is returned as undeliverable, such potential Winner will be disqualified and an alternate potential Winner may be selected at Sponsor's sole discretion. All methods of entry have an equal chance of winning. Odds of winning in these drawings depend upon the number of entries received by the time of the drawing.

VI. PRIZES ("Prize(s)"):

One (1) Grand Prize Winner is to receive the 2018 AUDI RS5-R ABT, 550HP car ("Vehicle"). This is a 1 of 50 (worldwide) limited edition Vehicle, equipped with a 2.9 litre twin turbo V-6 engine and with less than 5,000 used miles. Approximate MSRP value is \$100,000. Go to <https://abt-america.com/special-editions/abt-rs5-r> for the complete description of the Vehicle. The Prize package includes a set of flawless Diamond Grillz (10 top, 10 bottom) ("Grillz") by Johnny Dang and Co (the "Grillz Prize Supplier"). Approximate Retail Value ("ARV") is \$30,000. Also included is \$30,000 cash in the form of a check. Teeth molding supplies and directions will be provided to the Winner in order for the Winner to make a custom mold. When the Grillz is ready to be presented to the Winner, the Winner may be invited to attend a presentation event at ICETRAYYANG headquarters in Houston TX. Travel and accommodations are to be covered from the \$30,000.00 part of the Winner's cash Prize. Total Approximate Retail Value (ARV) of Grand Prize Pool is \$160,000.00 (USD).

Additional disclosures for Vehicle Prize: Grand Prize Winner must agree to pick up Vehicle Prize 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 Vehicle Prize 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 Vehicle 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 the Vehicle Prize from the U.S. into Canada or Puerto Rico. In the event Winner is unable to take delivery of the Vehicle Prize, Winner may 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 Sweepstakes, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Vehicle Prize 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 the Vehicle in accordance with state/province/county regulations.

The AUDI Vehicle manufacturer and Johnny Dang and Co are not a Sponsor or Participant in this Giveaway Promotion, and no association or endorsement is implied.

VII. PRIZE TERMS & CONDITIONS: Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations. The value of the Prize that the Winner has been awarded will be taxable as income and the Winner is solely responsible for all matters relating to the Prize package, including, but not limited to all applicable federal, state and local taxes that become due with respect to the Prize package. Winners who are non-U.S. residents are responsible for any and all taxes associated with the Prize. The Winner will be obligated to execute an Affidavit of Eligibility and Liability/Publicity Release form, or Declaration of Compliance ("Prize Acceptance Release") forms for a United States and Canadian resident (where legal) and will receive a 1099 at the end of the year in which the Prize is awarded for tax purposes. Winner must execute and return the Prize Acceptance Release form, and a clear and readable photocopy of a legal document showing age and residence (a Driver's License). If a Canadian citizen wins the Prize they will be required to answer, unaided, a mathematical skill-testing question. If a potential Winner from Canada cannot be contacted and the skill test administered within two (2) days of notification, or the question is not correctly answered, the Prize will be forfeited, and an alternate winner will be selected. Parents or legal guardians of a Winner under the age of majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and twenty-one (21) in Mississippi) may be required to also sign the Prize Acceptance Release and provide a Social Security number in order for the Prize Winner to be qualified to receive their Prize. The Prize Acceptance Release is subject to verification by Sponsor. All such required documents must be received within five (5) business days following issuance of documents before any Prize is awarded, unless a potential Winner is from Puerto Rico. This is in regard to Puerto Rico residents ONLY: Potential Winners who are residents of Puerto Rico (as of the time of entry) will be notified by certified mail, (return receipt requested), or express overnight traceable courier, (with delivery confirmation); and must return completed Winner's Documents postmarked within the next five (5) days from receipt of said Winner notification letter. Signed scanned documents are also accepted. Winner will receive an IRS Form 1099 for the value of the Prize. If a potential Winner fails to return requisite documents within the specified time period, or if Winner is not in compliance with these Official Rules, then such person shall be disqualified and, an alternate Winner may be selected for the Prize at issue.

A Prize may not be sold, traded, or commissioned, and is not exchangeable or transferable, except in Sponsor's sole discretion. Prize details and availability are subject to change. There are no substitutions unless specified by the Sponsor. The Sponsor reserves the right at its sole discretion to substitute any Prize (or Prize component) with another Prize (or Prize component) of equal or greater value. Administrator is not the supplier or guarantor of any Prize. The Sponsor and Released Entities are not in any way responsible or liable for damages resulting from shipping and handling, loss, use or misuse of any Prize awarded in this Sweepstakes.

VIII. LIMITATIONS OF LIABILITY: ANY ATTEMPT 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, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Released Entities are not responsible for faulty, incorrect, undeliverable or mis-transcribed 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/it's agencies, in their sole discretion. In the event of termination, a notice will be posted online and a drawing to award the Grand 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.

IX. **PRIVACY AND OPT-IN:** Any personal information supplied by Participants to the Sponsor will be subject to the Sponsor's privacy policy posted at <https://icetrayang.com/pages/privacy-policy>. By entering the Sweepstakes, you grant the Sponsor permission to share your e-mail address and any other personally identifiable information with the Released Entities for the purpose of administration, Prize fulfillment and to send you e-mails about their products and services. You may opt-out of receiving future e-mails from the Sponsor by clicking on the unsubscribe link contained in any e-mail and follow the online directions for opting out of future promotional emails. You will remain eligible for this Promotion whether or not you opt out of receiving promotional e-mails from the Sponsor. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described above herein or in its respective privacy policy.

X. **RELEASES:** Except where prohibited by law, acceptance of a Prize constitutes Winner's agreement to hold harmless Sponsor and Released Entities 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 Promotion or acceptance/receipt/travel to and/or from Prize pick up location/use or misuse of the Prize, or the use of any photo/video/entry, and agree to be bound by the Official Rules and the decisions of the Sponsor and/or Sponsor's representatives, which are final. By accepting a Prize, Winner understands and agrees that they may be videotaped, recorded and/or photographed as part of a prize award ceremony. Rights to any prize ceremony video, audio and/or photo belong solely to the Sponsor and can be used in any media throughout the world in perpetuity and in any manner at Sponsor's sole discretion, without further review, notice, approval, consideration or compensation to the Winner or any third party. 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

XI. **GOVERNING LAW/DISPUTES:** Except where prohibited, Participants from all participating countries (U.S., Puerto Rico and Canada) agree that: (1) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be (i) governed by, and construed in accordance with, the laws of the U.S State of New Jersey without giving effect to any choice of law or conflict of law rules, (ii) resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of New Jersey or the appropriate New Jersey state court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event including attorneys' fees, disbursements or court costs; and (3) under no circumstances will a Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs.

XII. **WINNER LIST AND COPIES OF RULES:** For a copy of Rules or the Winner's list, with first initial of name with full last name and state or province of Winner's residence, send a self-addressed, stamped business-size envelope to: Compliance / IceTrayYang FlawlessGang Giveaway 5, PO Box 468, Stonington, CT 06378. Requests must be received by December 6, 2021.

XIII. **SWEEPSTAKES ADMINISTRATOR:** Compliance Sweepstakes Services LLC, PO Box 469. Stonington, CT 06378.

XIV. **MISCELLANEOUS:** **The AUDI Vehicle Manufacturer and Johnny Dang and Co are not a Sponsor or Participant in this Sweepstakes and have not authorized or otherwise sanctioned or agreed to this Sweepstakes and/or the use of names and/or services for the purposes set forth herein.** The names of individuals, groups, companies, products and services mentioned herein, and any corresponding likenesses, logos and images thereof reproduced herein, have been used for identification purposes only and may be the copyrighted properties and trademarks of their respective owners. The mention of any individual, group or company, or the inclusion of a product or service as a prize, does not imply any association with or endorsement by such individual, group or company or the manufacturer or distributor of such product or service and, except as otherwise indicated, no association or endorsement is intended or should be inferred. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Release will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Release is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will

not constitute a waiver of that provision. For a Sweepstakes, to the extent there is a conflict between these Official Rules and any terms of use or other agreement posted on the Sponsor's Sweepstakes Web Site, these Official Rules control and govern.

These Official Rules may not be copied, edited, or used for any other purpose, commercial or otherwise, without the express written consent of Compliance Sweepstakes Services, LLC.