

TUNER CULT GIVEAWAY #2
OFFICIAL RULES
VOID WHERE PROHIBITED
NO PURCHASE NECESSARY. PURCHASE OR ACCEPTANCE OF
A PRODUCT OFFER WILL NOT IMPROVE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** The Tuner Cult Giveaway #2 (the "Giveaway") is open only to legal residents of the 50 United States, the District of Columbia and Canada (excluding Quebec) who are licensed drivers, 18 years of age or older (and legal age of majority in the state/province in which they reside). Employees of Tuner Cult, its affiliates, subsidiaries, advertising, promotion partners 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. The Giveaway is void in 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.
2. **PROMOTION PERIOD:** The Giveaway begins at 12:00:00 AM PT on January 30, 2019 and ends at 11:59:59 PM PT on April 28, 2019 (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Giveaway.
3. **HERE'S HOW IT WORKS:**
 - A. **Online Entry.** When you visit www.tunercult.com (the "Website") and purchase one or more items, you will automatically receive one (1) entry into the Giveaway for every \$1 spent on an eligible purchase. 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 down to the nearest dollar. If a purchase is returned prior to the Giveaway drawing, entry/ies associated with that purchase will be voided. All purchases are subject to Sponsor's return policy. Your purchase transaction must be received by 11:59:59 PM PT April 28, 2019 to be eligible to receive entries. **DOUBLE BONUS ENTRIES:** Throughout the Promotion Period, the Sponsor may announce on www.tunercult.com and/or on its social media pages, opportunities where you may earn double entries (two entries for every \$1 spent at www.tunercult.com) ("Bonus Entry Periods").
 - B. **Mail-in Entry:** 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, 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, answer the question: *What would be the first thing you would do the moment you found out you won the Tuner Cult Giveaway?* Mail your entry in a #10 business-size envelope with first-class postage affixed, to: Tuner Cult Giveaway #2, POB 758, Plainview, NY 11803-0758 USA. Limit one entry per outer-mailing envelope. Bulk shipments (multiple entries in one shipping package) will not be accepted. Entries must be postmarked by April 29, 2019 and received by May 2, 2019. 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. You will receive 3 entries for each mail-in entry request, provided that the mail-in entry complies with the above requirements. 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 May 2, 2019. **To earn DOUBLE BONUS ENTRIES without purchase** during a Bonus Entry Period (6 entries per mail-in), follow the instructions above for your mail-in entry and hand-write the words "Double Bonus Entry" on the lower right-hand corner of your outer-mailing envelope. Your mail-in entry must have a postmark date that corresponds to a Bonus Entry Period and be received within 3 days of the Bonus Entry Period's deadline. In the event a postmark date falls on a Sunday or federal holiday, the mail-in entry must be postmarked on the following business day. All material submitted becomes property of Sponsor and will not be returned. No correspondence will be acknowledged or entered into. By entering online you consent to receive email communications from the Sponsor.
4. **DRAWING:** A random drawing to select the potential prizewinner will be conducted on or about May 3, 2019 from among all eligible online purchase and mail-in no-purchase entries received. The random drawing will be conducted by Sponsor's representative, an independent judging organization whose decisions are final. Odds of winning will depend upon the number of eligible entries received.
5. **WINNER NOTIFICATION AND VERIFICATION:** Potential Prizewinner will be contacted by email, mail, and/or phone and 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 where lawful, a Publicity Release ("Documents") within 3 days (including Saturdays, Sundays and Holidays) of attempted delivery of same. Failure to return required 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 winner will be selected. Canadian residents must correctly answer a time-limited mathematical skill-testing question (without assistance of any kind, mechanical or otherwise) if selected as a potential prizewinner in order to claim a prize. Arrangements for delivery of Prize will be made upon winner's eligibility verification.

6. **PRIZE AND APPROXIMATE RETAIL VALUE:** One (1) winner will receive a pre-owned customized vehicle valued at approximately USD \$40,000 and a check in the amount of USD \$20,000. The year, make and model of the car will be revealed at www.tunercult.com on or before February 5, 2019 ("Prize"). Total approximate retail value of Prize: USD \$60,000. Winner will be solely responsible for any applicable licensing, insurance, title and registration fees and any other expenses not specified herein, including but not limited to costs incurred by winner related to the acceptance, pickup/transport or use of the Prize. **Winner must agree to pick up Prize at his/her own expense at a Sponsor-specified location in the U.S. within thirty (30) days of notification of availability from the Sponsor. Winner must have a valid driver's license and evidence of legally required insurance prior to taking delivery.** In the event winner is unable to take delivery of the Prize vehicle, winner will be disqualified and an alternate winner may be selected. 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. The Prize 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 Giveaway, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Vehicle may not meet safety or emissions testing required in some states, provinces, territories and/or counties/municipalities. Winner is responsible to check their state/province for applicable emissions requirements and must use vehicle in accordance with state/county regulations. Prize consists of only the item 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. If the winner is a resident of the U.S., the winner will receive an IRS form 1099 for the value of the prize stated herein. 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 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 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 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.

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 the county of Orange, California for any action, suit or proceeding arising out of or relating to this Giveaway.
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 official winner will be announced at www.tunercult.com on or about May 10, 2019 or after the winner has been verified.

SPONSOR: Tuner Cult, 17165 Gillette Avenue, Irvine, CA 92614. Mail-In entries will not be accepted at this address. Prize vehicle offered is not a Sponsor or Participant in this Giveaway.