

**“Tuner Cult Giveaway #3” Sweepstakes  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

The “Tuner Cult Giveaway #3” Sweepstakes” (the “Sweepstakes”) is intended for legal residents of the United States of America (USA) or Canada, and shall only be construed and evaluated according to U.S. law and Canadian law. Do not enter this Sweepstakes if you are not located in the USA or Canada at the time of entry. By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning the Grand Prize (as described below) is contingent upon fulfilling all requirements set forth herein.

**SPONSOR:** The Sweepstakes is sponsored by Tuner Cult, 17165 Gillette Avenue, Irvine, CA 92614.

**ELIGIBILITY:** The Sweepstakes is open to legal residents of USA or Canada (excluding residents of the province of Quebec) who are at least eighteen (18) years of age or the age of majority, whichever is older, in their respective state/province of permanent residence at the time of entry (the “Entrants”). Employees, officers and representatives of the Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the “Released Parties”) are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void in Puerto Rico, U.S. territories, and where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrant who is deemed the Winner (as defined below)).

**TWO WAYS TO ENTER:** The Sweepstakes begins at 12:00:01 a.m. Pacific Time (“PT”) on May 8, 2019 and ends at 11:59:59 p.m. PT on June 23, 2019 (“Sweepstakes Period”). The Sponsor’s computer is the official time-keeping device for the Sweepstakes.

**1). Online:** Entrants who purchase online will receive one (1) entry for each \$1.00 of merchandise purchased (excluding tax and shipping) in the Tuner Cult online store (each, an “Online Store Entry”). All online entries must be received by 11:59:59 p.m. PT on June 23, 2019. Throughout the Promotion Period, the Sponsor may announce Bonus Entries on [www.tunercult.com](http://www.tunercult.com) (“the Website”) and/or on its social media pages, opportunities where you may earn double entries (two entries for every \$1 spent at [www.tunercult.com](http://www.tunercult.com) (“Bonus Entry Periods”).

Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Internet entries must be made by the Entrant only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void.

**2). Mail-in:** Entrants also have the option to obtain five (5) Sweepstakes entries via mail by legibly hand-printing, on a 3"x 5" card or paper, their full name, complete mailing address, phone number, and e-mail address, and mailing the card in a #10 envelope, with proper postage affixed, to: "Tuner Cult Giveaway", PO Box 260, Macedon, NY 14502-0260. On the back of the card, in 20 words or more, hand write a response to the following question "How will winning Tuner Cult Giveaway #3 change your life?" You may submit as many postal entry requests as you wish, but each request must be mailed separately. All entries must be postmarked by June 23, 2019 and received by June 28, 2019. Bonus Entry Period (10 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.

**NOTE: Mail-in entry card and envelope must be hand printed by the Entrant only. In addition, Entrants are not permitted to use any 3<sup>rd</sup> party organization to assist with the entry process in any way (as determined by the ADMINISTRATOR). Each Envelope must be mailed individually. Bulk shipments of entries will not be accepted.**

All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Released Parties are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, misdirected, postage-due entries or mail. Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address and other information for the purpose of administering this Sweepstakes and for other purposes as set forth below.

**GENERAL CONDITIONS:** If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and

award the Grand Prize (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

**RELEASE AND LIMITATIONS OF LIABILITY:** By participating in the Sweepstakes, Entrants agree to release and hold harmless 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) any technical errors that may prevent an Entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; or (e) injury, death, 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. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. 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.

**DRAWING AND NOTIFICATION:** The Grand Prize drawing will be conducted by the Administrator an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes on or about July 1, 2019. Odds of winning a Prize will depend on the total number of eligible entries received during the Sweepstakes Period. The potential Grand Prize Winner will be notified by the Administrator via phone, email and/or USPS mail, or other home delivery service of Sponsor's choice.

**PRIZES:** The **GRAND PRIZE WINNER** ("Winner"), upon the Administrator's confirmation of eligibility, will have a will receive a pre-owned customized vehicle that has an approximately retail value ("ARV") USD \$20,000 and a check in the amount of USD \$10,000. The year, make and model of the car will be revealed at [www.tunercult.com](http://www.tunercult.com) on or before May 29, 2019 ("Prize" or "Grand Prize"). Total Prize Pool \$30,000. Prize to be fulfilled within twenty-one (21) days of Winner's approval. The Grand Prize Winner must possess automobile insurance prior to receiving prize. Any costs associated with registration and licensing of the automobile are the sole responsibility of the Grand Prize Winner. No substitution or transfer of Prize will be permitted, except by the Sponsor, who reserves the right at its sole discretion to substitute a Prize with another Prize of equal or greater value. All other expenses associated with Prize acceptance or usage not mentioned herein are the sole responsibility of the Winner.

***NOTE #1: Prize car might not pass smog testing in certain states. Winner should check standards for operation of a vehicle in their state before accepting prize.***

***NOTE #2: The Grand Prize Winner must travel to Irvine, CA (the "Location") to take possession of the selected Prize.***

***NOTE #3: Grand Prize Winner understands and agrees that the Prize ceremony be videotaped/photographed. Rights to any Prize ceremony video/photo belong solely to the Sponsor and can be used in any media at their sole discretion.***

**PRIZE CONDITIONS:** By accepting a Prize, the Grand Prize Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. The potential Winner must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility and Liability/Publicity Release (if U.S. resident) or a Declaration of Compliance (if Canadian resident) in order to claim his/her prize. **Note: The Affidavit sent will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Winner will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winner must note that the value of their accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize (applicable to U.S. Winner only). The Winner is solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if the potential Winner cannot be reached or does not comply with

notification instructions within three (3) business days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

**For Selected Canadian Winner:** The selected Entrant must answer correctly without assistance of any kind, whether mechanical, electronic or otherwise, a mathematical skill-testing question posed by mail or telephone. If the selected Entrant fails to correctly answer the question he/she will be disqualified and another Entrant will be randomly selected. The potential Winner who correctly answers the skill-testing question will be notified by telephone and/or mail and/or email at the Sponsors' discretion using the contact information provided at the time of entry. If the potential Winner is determined to be less than the age of majority in his/her province of residence, then the potential Winner will be disqualified and an alternate Winner will be selected in their place.

By accepting the Grand Prize, where permitted by law, the Winner grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Grand Prize Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

**USE OF DATA:** All information submitted by Entrants will be treated according to Sponsor's privacy policy, available at <https://tunercult.com/pages/privacy-policy>. By participating in the Sweepstakes and providing your email address or any other applicable contact information, Entrants hereby agree to Sponsor's collection and usage of their

personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**DISPUTES:** By entering the Sweepstakes, Entrants agree that 1.) Any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; 2.) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and 3.) Under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor or the Released Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with United States law the law of California. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of serving Clearwater, California and Entrants, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**SEVERABILITY:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

**MISCELLANEOUS:** These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

**WINNER LIST REQUEST:** The name of the official winner will be announced at [www.tunercult.com](http://www.tunercult.com) on or about July 10, 2019 or after the winner has been verified.

**Administrator:** The Sweepstakes is administered by American Sweepstakes & Promotion Co., Inc., 300 State St. Suite 402 Rochester, NY 14614 (the “Administrator”).

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***The Sweepstakes is in no way sponsored or endorsed by the car manufacture.***