

**Tuner Cult® “TCG#49” Giveaway
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM, INCLUDING WITHOUT LIMITATION INSTAGRAM FROM META (“SOCIAL MEDIA PLATFORM(S)”).

The “TCG#49” 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 USA law, Canadian law, and applicable state/province law. Do not enter this Sweepstakes if you are not a USA or Canada resident or are otherwise ineligible to enter in accordance with these Official Rules 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 defined below) is contingent upon fulfilling all requirements set forth herein.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored by Sweepstakes is sponsored by The Tuner Cult, 17165 Gillette Avenue, Irvine, CA 92614. (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St., Suite 402, Rochester, NY 14614 (the “Administrator”).

ELIGIBILITY: The Sweepstakes is open to legal residents of the USA and Canada who are at least eighteen (18) years of age or have reached the age of majority in their respective state/province of residence at the time of entry (the “Entrants”). 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 (collectively, the “Released Parties”), 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 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 and where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed the Winners (as defined below)).

TWO WAYS TO ENTER: The Sweepstakes begins at 12:00:01 a.m. Pacific Time (“PT”) on February 16, 2024 and ends at 11:59:59 p.m. PT on March 17, 2024 (“Sweepstakes Period”). The Sponsor’s computer is the official time-keeping device for the Sweepstakes.

1). Online Purchase Entry: Entrants who purchase online (at www.tunercult.com (the “Website”) will receive one (1) Sweepstakes entry for each \$1.00 of merchandise

purchased (excluding tax and shipping) at the online store (“each, an Online Purchase Entry”). All online entries must be received by 11:59:59 p.m. ET on March 17, 2024.

Throughout the Promotion Period, the Sponsor may announce Bonus Entries on <https://tunercult.com> and/or on its social media pages providing opportunities to earn additional entries (“Bonus Entry Periods”). As such, Entrants will receive multiple entries as designated by the Sponsor’s Multiplier from time to time. Example: Earn ten (10) entries (Multiplier) for every \$1.00 spent.

Note #1: During the Sweepstakes Period the Sponsor may offer Entries for becoming a Tuner Cult App subscriber. This includes Apple and Google devices.

Certain Sponsor products will contain a QR Code. Entrants will have the ability to scan the QR CODE using the TUNER CULT MOBILE APP to claim additional prizes not related to this Sweepstakes.

Note #2: This Promotion (TCG #49) will run concurrently with the Tuner Cult Promotion (TCG #48). Entries received (via purchase(s) and mail-in(s)) from February 16, 2024 to February 19, 2024 will automatically qualify for entries in both the Tuner Cult Car Giveaway #48 and Tuner Cult Car Giveaway #49.

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.

ANY FRAUDULENT ACTIVITY IN CONNECTION WITH THIS PROMOTION IS STRICTLY PROHIBITED. IT IS FRAUDULENT TO PURCHASE ITEMS TO OBTAIN ENTRIES WITH THE INTENT TO RETURN THESE ITEMS AFTER THE PROMOTION. IF THE SPONSOR IDENTIFIES OR SUSPECTS THAT YOU ARE ENGAGED IN THIS OR ANY OTHER FRAUDULENT ACTIVITY, YOU WILL BE DISQUALIFIED AND BANNED FROM ANY FURTHER SWEEPSTAKES OR PROMOTIONS OFFERED BY THE SPONSOR.”

2). Mail-in: During the Sweepstakes Period, eligible Entrants can obtain Sweepstakes entries by legible hand-printing, on a 3”x 5” card or paper, their full name, complete mailing address, phone number, date of birth, and email address: Mail the card in a #10 business-sized envelope, with proper postage affixed, to: “TCG#49 Giveaway PO Box 141, Macedon, NY 14502-0141 (the “Mail-In Entry”). All entries must be postmarked by March 17, 2024 and received by March 23, 2024. **Requests for confirmation of receipt of mail-in entries will not be acknowledged.**

Each mail-in entry received will be worth fifty (50) Sweepstakes entries. If a mail-in entry is postmarked during a Bonus Entry Period, it will be worth five (5) times the

Multiplier as designated by the Sponsor website. Example: 10X Bonus Period would equal five hundred (500) entries.

Your mail-in entry must have a postmark date that corresponds to a Bonus Period and be received within five (5) days of each 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.

Mail-in entry card and envelope must be hand printed by the Entrant only. In addition, Entrants are not permitted to use any 3rd 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.

The Sponsor will not accept any returns during the Sweepstakes Period. The Sponsor will not offer any refunds on purchases made during the Sweepstakes Period. Customers who initiate chargebacks for purchases will be automatically disqualified and their entries removed from the Sweepstakes. **NOTE: ANY FRAUDULENT ACTIVITY IN CONNECTION WITH THIS SWEEPSTAKES IS STRICTLY PROHIBITED. IT IS FRAUDULENT TO PURCHASE ITEMS TO OBTAIN ENTRIES WITH THE INTENT TO RETURN THESE ITEMS AFTER THE SWEEPSTAKES ENDS. IF THE SPONSOR IDENTIFIES OR SUSPECTS THAT YOU ARE ENGAGED IN THIS OR ANY OTHER FRAUDULENT ACTIVITY, YOU WILL BE DISQUALIFIED AND BANNED FROM ANY FURTHER SWEEPSTAKES OFFERED BY THE SPONSOR.**

All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. The 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.

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.

All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Released Parties (defined below) 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.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties and Social Media Platforms 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: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) 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 the Grand Prize (defined below). 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. Entrants further agree 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 fees. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. **For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.**

Except as expressly provided above, 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 A 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 a Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

RELEASE OF CLAIMS (CALIFORNIA): Entrant acknowledges that there is a possibility

that, subsequent to their involvement with the Sweepstakes and adherence to these Official Rules may discover or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known to them at that time may have materially affected their decision to enter this Sweepstakes. Entrants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, they are assuming any risk of such unknown facts and such unsuspected claims. Entrants acknowledge that they have read these official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides:

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

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 Prizes (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 email 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.

DRAWING AND NOTIFICATION: The Prize drawing will be conducted by the Administrator, an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes. The drawing will be conducted on or about March 27, 2024. Odds of winning the Prize will depend on the total number of eligible entries received during the Sweepstakes Period. The potential Prize Winner will be notified by the Administrator via phone, email and/or USPS mail, or other home delivery service of Sponsor's choice.

Fraud Alert - If you are selected as a potential winner of "Tuner Cult #49" Sweepstakes, you will be contacted by American Sweepstakes Company by phone. Never provide any credit card, bank information or a payment of any kind as a condition of a prize award. Winners are never contacted through social media.

You can file a complaint with the FTC at www.Reportfraud.ftc.gov or by calling 877-382-435.

GRAND PRIZE: One (1) Grand Prize Winner ("Winner"), upon the Administrator's confirmation of eligibility will receive a Modified Nissan GT-R Black Edition that has an approximately retail value ("ARV") USD \$100,000 plus \$60,000 Cash. Total prize ("ARV") \$160,000. **The winner must agree to claim prize at Sponsors specified Irvine, CA (the "Location") to take possession of the Prize. "Prizes to be provided within 30 days after validation."**

The Prize will be delivered to Winner "As Is." Any upgrades or other options are at the sole expense of the Winner. The Sponsor does not make, nor in any manner is responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the vehicle including but not limited to its quality, fitness for purpose or mechanical condition. The Winner must have proof of a valid USA or Canadian driver's license from his/her state/province of residence in order to take delivery of the vehicle; failure to show same may result in prize forfeiture and selection of an alternate winner. The Winner will be responsible for all optional equipment, title, license, insurance and registration fees required in claiming the vehicle, applicable taxes, as well as, all other expenses relating to the use of vehicle, including any travel and transportation costs associated with collecting the vehicle. All other costs not specifically stated herein as being awarded are the responsibility of the Winner. The winner must take delivery of the vehicle within thirty (30) days of notification from Sponsor. In addition, the Winner agrees to title and the vehicle within fifteen (15) days after receiving the title and vehicle. Winner may be required to show proof of insurance prior to taking delivery and pick up vehicle as directed by Sponsor. Pictures display or other representations of any used in connection with this Sweepstakes are not depictions or promises of the Prize which may differ

substantially. No substitution or transfer of Prize will be permitted, except by the Sponsor, who reserves the right at its sole discretion to substitute the Prize with another prize of equal or greater value. All other expenses associated with Prize acceptance not mentioned herein are the sole responsibility of the Winner.

The Sponsor is not responsible for a travel stipend if a Winner resides within two hundred (200) miles of the location.

The Prize will be delivered to Winner "As Is." Any upgrades or other options are at the sole expense of the Winner. The Sponsor does not make, nor in any manner is responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the vehicle including but not limited to its quality, fitness for purpose or mechanical condition. The Winner must have proof of a valid USA or Canadian driver's license from his/her state/province of residence in order to take delivery of the vehicle; failure to show same may result in prize forfeiture and selection of an alternate winner. The Winner will be responsible for all optional equipment, title, license, insurance and registration fees required in claiming the vehicle, applicable taxes, as well as, all other expenses relating to the use of vehicle, including any travel and transportation costs associated with collecting the vehicle. All other costs not specifically stated herein as being awarded are the responsibility of the Winner. The winner must take delivery of the vehicle within thirty (30) days of notification from Sponsor. In addition, the Winner agrees to title and the vehicle within fifteen (15) days after receiving the title and vehicle. Winner may be required to show proof of insurance prior to taking delivery and pick up vehicle as directed by Sponsor. Pictures display or other representations of any used in connection with this Sweepstakes are not depictions or promises of the Prize which may differ substantially. No substitution or transfer of Prize will be permitted, except by the Sponsor, who reserves the right at its sole discretion to substitute the Prize with another prize of equal or greater value. All other expenses associated with Prize acceptance not mentioned herein are the sole responsibility of the Winner.

The value of the Prize set forth above represents Sponsor's good faith determinations of the ARV thereof and such determinations are final and binding and cannot be appealed. If the actual value of the Prize is lower than the stated ARV when Prize is procured and fulfilled, then the difference will not be awarded. All other expenses associated with Prize acceptance or usage not specifically mentioned herein are the responsibility of the Winner.

NOTE: The 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.

The Sponsor is not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. The Sponsor shall not be liable for any loss or damage to baggage and/or personal property.

PRIZE CONDITIONS: By accepting the Prize, the Winner agrees 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 the Prize. The potential Prize Winner must sign and return to the Administrator, within five (5) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release (if USA resident) or a Declaration of Compliance (if Canadian resident) (where legal and where required) in order to claim the 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 USA Winner only) and 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 within two (2) business days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time, 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 Prize, where permitted by law, the Winners 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.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of **California**, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant

agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of California; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

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 Entrants, 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 on or about March 31, 2024 or after the winner has been verified.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, YouTube, Google, Apple, or by any prize manufacturer, Sponsor or Participant in this Giveaway with no implied endorsement.

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