

**Haggard Racing LMTC Sweepstakes ("Sweepstakes")
2017 OFFICIAL RULES**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR THE UNITED STATES. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID IN ALASKA, HAWAII, AND WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

- 1. ELIGIBILITY:** Open to legal residents of the forty-eight (48) contiguous United States and the District of Columbia (D.C.), who are fifteen (15) years of age or older at the time of entry. The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of Haggard Racing Co. ("Sponsor"), its parent, subsidiary, and affiliated companies, and the web design, advertising, fulfillment, legal, administrative, and sweepstakes agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, "Sweepstakes Parties"), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes). Void in Alaska, Hawaii and where prohibited.
- 2. SWEEPSTAKES PERIOD:** Sweepstakes begins on April 14, 2017 at 12:00:00 a.m. Eastern Time ("ET") and ends on May 31, 2017 at 11:59:59 p.m. ET (the "Sweepstakes Period"). The Website server is the official clock for this Sweepstakes.
- 3. TO ENTER: There are two ways to enter during the Sweepstakes Period:**

Online Entry: Eligible individuals who make an online purchase on the Haggard Racing website at www.haggardracing.com (the "Website") during the Sweepstakes Period, will receive one (1) Sweepstakes entry ("Entry") for each \$10.00 spent on product (example: purchase \$50.00 worth of product and receive five (5) Entries into the Sweepstakes).

Purchases made prior to the Sweepstakes Period do not qualify for Entries. For the purposes of this Sweepstakes, the amount spent refers to the net purchase price, minus any discounts, refunds, returns, shipping or credits, and will be rounded to the nearest \$10.00 dollars. Automated Entries are prohibited, and any use of automated devices will cause disqualification. Sponsor reserves the right at its sole discretion, to disqualify any individual (and all of his or her Entries) who tampers with the entry process.

Enter without purchase by mail: To enter without purchase, print your name, address (no P.O. Boxes), city, state, ZIP code, email address, daytime telephone number (with area code) and date of birth on an index card or piece of paper and mail in a properly stamped envelope to: Haggard Racing LMTC Sweepstakes, P.O. Box 536, Elmhurst, IL 60126 (also an "Entry"). You may submit mail-in Entry requests as often as you wish, but each mail-in Entry request must be in a separate outer postmarked envelope. Bulk (multiple Entries in one shipping package) mailings will not be accepted. Mail-in Entries must be postmarked by May 31, 2017 and received by June 7, 2017. **Each valid mail-in Entry will count as one (1) Sweepstakes Entry.** No photo copies, facsimiles or reproductions of mail-in Entry requests will be accepted. Sponsor is not responsible for late, lost, damaged, stolen, incomplete, illegible, postage due, or misdirected mail-in Entries. Proof of mailing does not constitute proof of delivery. Mail-in Entry requests become the property of Sponsor and none will be returned.

Enter using only the email account registered in your name. In the event of a dispute regarding the identity of the entrant, the authorized account holder of the email address provided with the Entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an e-mail address by an Internet access provider, on-line service provider or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions.

Information submitted via the Website in connection with this Sweepstakes is governed by Sponsor's Privacy Policy (available at <https://haggardracing.com/pages/privacy>). For your Entry to be valid, you must complete and submit all required information.

- 4. DRAWING AND ODDS OF WINNING:** One (1) potential Grand Prize winner will be randomly selected in a drawing on or about June 8, 2017, from all eligible Entries received for the entire Sweepstakes Period. Odds of winning the Grand Prize depend on the number of eligible Entries received throughout the Sweepstakes Period. The drawing will be conducted by an independent judging organization, whose decisions shall be final and binding on all matters relating to the Sweepstakes.

- 5. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):**

ONE (1) GRAND PRIZE: a 1990 Mazda Miata 1.6 Liter Customized Drift Car, and a day with the Haggard Crew, when they deliver the Grand Prize to the winner's location, as they show you the car, hang out, talk shop, etc. ARV: **\$4,500.00**.

Miata® is a registered trademark of Mazda. Mazda is not affiliated, associated or otherwise connected with this Sweepstakes.

- 6. PRIZE RESTRICTIONS:** Prize is non-transferable and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. If the prize, or any portion thereof cannot be awarded for any reason, the Sponsor reserves the right in its sole discretion to substitute the prize in whole or in part with one of equal or greater value. Grand Prize value is an approximation. Any difference between the approximate value and the actual cost of the Grand Prize will not be awarded. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner. The prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Sponsor does not make, nor in any manner is responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Grand Prize vehicle, including but not limited to its quality, fitness for purpose or mechanical condition. Vehicle will be delivered with standard equipment, as described above; any upgrades and options are at the sole expense of the winner. Color, package, factory options, and other prize specifics to be determined by Sponsor and are subject to availability. Winner will be responsible for all optional equipment and fees required in claiming the Grand Prize vehicle, applicable taxes as well as all other expenses relating to the receipt and use of Grand Prize vehicle. All other costs not specifically stated herein as being awarded are the responsibility of the winner. Winner must take delivery of vehicle within 30 days of notification that team has received vehicle. Failure to take delivery within 30 days of notification of vehicle availability could cause prize to be forfeited and awarded to an alternate. Winner must meet all eligibility requirements in these Official Rules and have proof of a valid driver's license to take delivery of vehicle; failure to show a valid driver's license may result in prize forfeiture and selection of an alternate winner. All costs and expenses related to acceptance and use of the prize not specifically stated herein are the sole responsibility of the winner.

- 7. WINNER NOTIFICATION AND PRIZE CLAIM:** Winner is subject to verification, including verification of age. The potential winner will be contacted via email after the drawing and will be required to respond within forty-eight (48) hours with the information requested. If any winner does not respond to a notification within forty-eight (48) hours of first notification attempt, prize may be forfeited and an alternate winner may be contacted. Upon Sponsor's receipt of the potential winner's return email, he or she will be sent via traceable mail/email an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release, and an IRS W-9 tax form, and will be required to complete, sign, have notarized, and return required documents via traceable mail/email within five (5) calendar days. Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants. If winner is an eligible minor in his or her state of residence, the prize will be awarded to minor's parent or legal guardian, who must sign, complete, and return the Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release, and an IRS W-9 tax form on behalf of the minor.

Taxes: Winner is solely responsible for any taxes on the prize, and will be issued an IRS Form 1099 reporting the value of the prize. The potential winner will be required to complete a W-9 Tax Form and will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law.

Prize Delivery: The prize delivery by the Haggard Racing team to the winner's location, via trailer, will be coordinated with the verified winner, who will receive additional information and instructions after verification.

- 8. GENERAL CONDITIONS:** INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES 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 INCLUDING CRIMINAL PROSECUTION. If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsor will award prize in a drawing from among all eligible, non-suspect Entries received prior to cancellation. In the event that an Entry is confirmed to have been erroneously deleted, lost, or destroyed, entrant's sole remedy shall be another Entry into the Sweepstakes.
- 9. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Sweepstakes Parties, (collectively, Releasees") resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in the Sweepstakes. No responsibility or liability is assumed by the Releasees for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website. Use of the Website is at user's own risk. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Website, or the download of any information from the Website, or any other loss related to user's participation in the Sweepstakes or receipt of the prize. Without limiting any other provision in these Official Rules, the Releasees are not responsible or liable to any entrant or winner (or any person claiming through such entrant or winner) for failure to supply the prize or any part thereof in the event that any of the Sweepstakes activities or Releasees' operations or activities are affected by any cause or event beyond the sole and reasonable control of the applicable Releasee (as determined by Sponsors in their sole discretion), including, without limitation, by reason of any acts of God, equipment failure, threatened or actual terrorist acts, air raid, act of public enemy, war (declared or undeclared), civil disturbance, insurrection, riot, epidemic, fire, explosion, earthquake, flood, hurricane, unusually severe weather, blackout, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, any law, rule, regulation, action, order, or request adopted, taken, or made by any governmental or quasi-governmental entity (whether or not such governmental act proves to be invalid), or any other cause, whether or not specifically mentioned above. As a condition of entering,

entrants agree to release the Releasees from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of the prize.

- 10. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Massachusetts law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- 11. PUBLICITY:** Except in Tennessee, and where prohibited by law, by accepting a prize, the winner (or winners' parent/legal guardian, if winner is a minor) grants permission for Sponsor and those acting under its authority to use his/her name, and address (city and state), photograph, testimonial, voice and/or likeness, for promotional, advertising and/or publicity purposes, in any and all media (including posting on the Website) now known or hereinafter invented without territorial or time limitations and

without further notice to and without additional compensation. If you are selected as the winner, your information may also be included in a publicly-available winner's list.

12. GOVERNING LAW & JURISDICTION: All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Massachusetts, without giving effect to any choice of law or conflict of law rules thereof. By entering, you consent to the jurisdiction and venue of the federal, state, and local courts located in Plymouth County, Massachusetts for the resolution of all matters or proceedings which are not subject to arbitration as set forth in Section 10 of these Official Rules, and agree that any and all such disputes shall be resolved exclusively in those courts. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

13. WINNER LIST: For winner information, send a self-addressed, stamped envelope, for receipt to: Haggard Racing LMTC Winner List Request, P.O. Box 1095, Elmhurst, IL 60126. Residents from VT may omit postage on the self-addressed envelope. Requests must be received by August 31, 2017.

14. SPONSOR: Haggard Racing Co., 1041 Pearl St, Unit J, Brockton, MA 02301