## OBSESSED GARAGE 2023 OG SPEC HOLIDAY GARAGE GIVEAWAY SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. PROMOTION IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES, INCLUDING THE DISTRICT OF COLUMBIA, WHO ARE AT LEAST THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE AT TIME OF ENTRY. VOID IN PUERTO RICO, GUAM, AMERICAN SAMOA, AND WHERE PROHIBITED.

## ODDS OF WINNING ARE DEPENDENT UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT WILL BE REQUIRED. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

**PROMOTION PERIOD**: The Obsessed Garage 2023 OG Spec Holiday Garage Giveaway (the "Sweepstakes") begins at 12:01:00 a.m. Eastern Standard Time ("EST") on December 1, 2023 and ends at 11:59:59 p.m. EST on January 15, 2024 (the "Promotion Period"), subject to any authorized extension.

**ELIGIBILITY**: The Sweepstakes is open only to natural persons who are a legal resident of one of the fifty (50) United States or the District of Columbia (excluding Puerto Rico, Guam, American Samoa, United States territories, possessions, and protectorates, foreign based United States military installations, and wherever restricted or prohibited by law), or Canada (excluding Quebec) (the "Territory") who have reached the legal age of majority in their state/province/territory of residence and are located in the Territory at the time of entry (the "Entrant"). Any Entrant who has been convicted of a felony is not eligible to participate or win.

Sponsors, employees of Sponsors, and all of their respective partners, parent companies, divisions, subsidiaries, affiliates, trustees, advertising, promotion and public relations agencies, and their respective officers, directors, employees, agents, independent contractors, representatives and agencies (collectively, the "Sweepstakes Entities") are not eligible to participate in the Sweepstakes and/or win a Prize (as defined below). Additionally, immediate family members of such employees and persons living in the same household as such employees (whether related or not) are not eligible to win. For the purposes of this Sweepstakes, "immediate family members" is defined as spouse, domestic partner, mother, father, grandmother, grandfather, children, siblings and their spouses and "persons living in the same household" shall mean people who share the same residence at least three (3) months a year, whether legally related or not.

By entering this Sweepstakes, Entrant agrees to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all respects and cannot be challenged or appealed.

**HOW TO ENTER**: During the Promotion Period, there are two (2) ways to enter:

1. Online Store Entry: During the Promotion Period, visit www.obsessedgarage.com (the "Website") and purchase the specifically designated item from the Website (the "Online Store Entry"). Entrant must complete all required information and provide a valid payment method at the time of purchase. RECEIVE ONE (1) ENTRY FOR EVERY \$1 SPENT (not including tax and shipping) on the specifically designated item during the Promotion Period. No limit on number of entries received with an eligible purchase of the specifically designated item from the Website. Online Store Entry must be received by Sponsor no later than 11:59 p.m. EST January 15, 2024 to be eligible to receive entries. Purchases made using an Obsessed Garage Gift Card or the financing option are ineligible for Online Store Entry and will not receive an entry. The number of entries Entrant receives will be based on the pre-tax amount of the eligible purchase from the Website, excluding any tax

and less any discounts. For purchases made using both an Obsessed Garage Gift Card and credit card or debit card, entries will be earned only for the credit card or debit card portion of the purchase. For clarification, Online Store Entries will accrue only on the subtotal of eligible purchases made of the specifically designated item after any discounts and/or price reductions are applied. Online Store Entries will not be awarded for items not specifically designated as eligible for entry into the Sweepstakes, any payment of tax, or payment made using an Obsessed Garage Gift Card or financing. Returns and/or credits and/or credit card charge-backs of store orders will reduce the total number of Online Store Entries received. If Sponsor issues a refund to an Entrant or if the Entrant initiates a credit card dispute or charge-back the corresponding number of entries associated with the refund, dispute, or chargeback will be revoked. Other merchandise available for sale on Sponsor's Website, but not specifically designated as part of this Promotion, is not eligible for an Online Store Entry.

Alternative Means of Entry ("AMOE"): To obtain an entry without making a purchase, Entrant must legibly handprint, in ink, their name, street address, city, state, ZIP or postal code, telephone number, complete e-mail address on a standard 3" x 5" card and mail in a handwritten envelope which includes a handwritten return address in the upper left-hand corner that matches Entrant's street address. Entrant is not permitted to use any third party to assist them with preparing their entry. The envelope must be sent first-class mail with sufficient pre-paid postage and free of any extraneous decoration, drawing, stickers, or tape. Mail to: Obsessed Garage 2023 Holiday Garage Giveaway, 322 Oak St. Lady Lake, FL 32159 (each envelope must be mailed individually and separately) ("Mail-In Entry"). Limit one (1) Mail-In Entry per envelope. Mail-In Entry and envelope must be legibly handwritten in ink. Mechanical reproductions, postage-due, or Mail-In Entries sent in excess of the entry limits will not be accepted. Mail-In Entries received without a verifiable and legible residential return address as required herein or in any adorned envelope will be deemed void. Mail-In Entries must include all required information (as provided above) to be considered a valid entry. Bulk shipments (multiple entries in one shipping package) will not be accepted and will be destroyed. Mail-In Entry must be sent using first class postage and received by Sponsor no later than the end of the Promotion Period. Earn one (1) entry per valid Mail-In Entry. Entrant is limited to one (1) Mail-in Entry during the Promotion Period. Requests for confirmation of receipt of Mail-In Entry will not be acknowledged. No photo copies, facsimiles, or reproductions of Mail-In Entry will be accepted. Sponsor is not responsible for late, lost, damaged, stolen, incomplete, illegible, postage due, or misdirected entries. Proof of mailing does not constitute proof of delivery. By using this AMOE method, Entrant agrees that any other entries using other methods will be void. Metered mail or mail sent from outside the United States will not be accepted.

All information must be complete to be eligible.

By entering, you consent to receive email announcements from Sponsor, in accordance with its Privacy Policy, available at https://www.obsessedgarage.com/pages/policies. You may unsubscribe from these email announcements without affecting your chances of winning this Sweepstakes. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein.

**WINNER SELECTION PROCESS:** Sponsor will conduct a random drawing within seven (7) days of the end of the Promotion Period, from among all eligible entries received during the Promotion Period, to determine the winner. Sponsor will announce the winner on its YouTube channel located at https://www.youtube.com/c/MattMoreman. The approximate time of the announcement will be posted on the Sponsor's Facebook Page (https://www.facebook.com/obsessedgarage/) and/or Sponsor's Instagram Page (https://www.instagram.com/obsessedgarage/) approximately twenty-four (24) hours prior to the date of announcement. Winner does not need to be present or comment to win.

Should the Prize be forfeited, Sponsor may, at Sponsor's sole discretion, choose another winner.

If a potential winner is found ineligible or fails to comply with these Official Rules or any additional supplemental rules, that individual's claim to a prize is forfeited and an alternate qualifying and eligible Entrant may be selected, at Sponsor's sole discretion.

All prizes legitimately claimed will be awarded.

# **GRAND PRIZE WINNER:**

#### One (1) grand prize winner (the "Grand Prize Winner") will receive:

An 'Ultimate OG Garage' built in coordination with Sponsor, and including the 'Ultimate OG Detailing Package', OG Spec tool package, Sonic Cabinets, Swisstrax Flooring, Prime Lighting, Stainless Shelving, Jenny Compressor, Prevost package, Hose Reel package, Nussbaum Lift, a 3-day/2-night trip to the Obsessed Garage Headquarters, subject to travel restrictions, to meet with Matt Moreman and design the garage, (the "Grand Prize").

### Total approximate retail value of Grand Prize: \$85,000.00.

If the Grand Prize Winner does not own a suitable location for installation of the Grand Prize the Grand Prize Winner will be awarded \$50,000 cash (or cash equivalent, as determined by Sponsor) in lieu of the Grand Prize (the "Grand Prize Alternative").

Total approximate retail value of Grand Prize Alternative: \$50,000.00.

#### PRIZE DETAILS:

<u>Grand Prize</u>: Grand Prize Winner must own the location where the 'Ultimate OG Garage' will be constructed and installed. Grand Prize Winner must, within ten (10) days of being declared the Grand Prize Winner, furnish documentation sufficient to Sponsor to establish Grand Prize Winner's right to undertake construction at the location selected for the 'Ultimate OG Garage'. If the Grand Prize Winner does not own the location or cannot provide sufficient proof of such ownership, the Grand Prize Winner will be awarded the Grand Prize Alternative and the difference in value between the Grand Prize Alternative and Grand Prize will not be awarded and Sponsor shall have no obligation to award the difference in value. A Grand Prize Winner eligible for the Grand Prize shall notify the Sponsor at the time of completing the Prize Claim Documents that they elect not to accept the Grand Prize and instead select the Grand Prize Alternative and waive their rights to the Grand Prize.

The Grand Prize includes (subject to availability):

- roundtrip economy class airfare for the Grand Prize Winner from the major airport nearest their home to Orlando, Florida [in the event that the Grand Prize Winner is two hundred (200) miles or less from the greater Orlando area, Sponsor reserves the right, in its sole discretion, to provide a two hundred dollar (\$200) gift card or cash or cash equivalent (at Sponsor's sole discretion) to such Grand Prize Winner and the difference in value will not be awarded];
- Standard hotel accommodations in Lady Lake, Florida, or a nearby location, for two (2) nights for the Grand Prize Winner in a standard room;
- Ground transportation between Orlando-area airport/hotel and between hotel and Sponsor's location
- Ultimate OG Detailing Package;
- OG Spec tools package;
- Sonic Cabinets;
- Swisstrax Flooring;
- OG Spec Lighting;

- Stainless Shelving;
- Jenny Compressor;
- Prevost package;
- Hose Reel package;
- Nussbaum Lift;
- and Meeting with Matt Moreman of Obsessed Garage to consult on the design of the garage.

Sponsor may consult with the Grand Prize Winner regarding the design and features of the garage; however, Sponsor has absolute and final determination of all elements of the garage design and functionality and of the Grand Prize. Sponsor reserves the right to substitute alternative products for any listed item which cannot be lawfully shipped to the Grand Prize Winner or are otherwise unavailable or for which timing would cause an unreasonable delay, in the sole discretion of Sponsor.

Grand Prize Winner will be responsible for expenses not listed herein, including taxes, fees, expenses for travel from Grand Prize Winner's residence to and from their nearest airport, transfers, items of a personal nature, baggage fees, food and meals not covered by Sponsor, travel insurance, incidentals, and all federal, state and other taxes.

The Grand 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). Within fifteen days of request by Sponsor, Grand Prize Winner must provide sufficient documentation to Sponsor of the garage which will be the subject of construction and installation of the 'Ultimate OG Garage' for evaluation by Sponsor of its sufficiency. If, in the sole and absolute discretion of the Sponsor, the area documented for construction and installation of the 'Ultimate OG Garage' is not suitable, the Sponsor will inform the Grand Prize Winner that the Grand Prize is forfeited and Sponsor will award the Grand Prize Alternative. In the event the Grand Prize is forfeited due to Grand Prize Winner's lack of suitable space, the Grand Prize Winner will be awarded the Grand Prize Alternative and the difference in value between the Grand Prize Alternative and Grand Prize will not be awarded and Sponsor shall have no obligation to award the difference in value. Grand Prize Winner must complete travel portion of the Grand Prize by April 4, 2024, unless a later date is approved by Sponsor in their sole and absolute discretion. If Grand Prize Winner is unable or unwilling to complete the travel portion of the Grand Prize by April 4, 2024, Sponsor may, in their sole and absolute discretion, declare the Grand Prize Winner ineligible to receive the Grand Prize and, award the Grand Prize Winner the Grand Prize Alternative without any further obligation to the Grand Prize Winner for the Grand Prize or any difference in value between the Grand Prize Alternative and the Grand Prize. If Grand Prize Winner is unable or unwilling to cooperate with Sponsor to begin construction and installation of the Grand Prize on a timeline which allows for completion of construction and installation by June 1, 2024, Sponsor may, in their sole and absolute discretion, declare the Grand Prize Winner ineligible to receive the Grand Prize and award the Grand Prize Winner the Grand Prize Alternative without any further obligation to the Grand Prize Winner for the Grand Prize or any difference in value between the Grand Prize Alternative and the Grand Prize. Construction and installation of the Grand Prize must be completed no later than June 1, 2024, unless delayed due to no fault of the Grand Prize Winner, outside the control of the Sponsor, or as otherwise agreed to by the Sponsor in their sole and absolute discretion. Sponsor shall have the right to cease construction and installation, with no obligation to complete delivery of the Grand Prize or award any difference in value between what has been delivered and the value of the Grand Prize, if, once begun, Sponsor is denied access to the property or any delays in construction or installation are caused by the Grand Prize Winner or anyone acting on their behalf. Substitution or transfer of Grand Prize to another person is not permitted, except at the sole discretion of the Sponsor. Brand names mentioned are for information purposes only and are not sponsors of the Grand Prize. Sponsor reserves the right to substitute any other brand at their sole discretion.

Grand Prize Winner is responsible for the payment of taxes on their prize and for any other costs and expenses associated with the acceptance and use of the Grand Prize or Grand Prize Alternative.

The Grand Prize or any portion thereof is not transferable or redeemable for cash. Any portion of the Grand Prize that is not used is forfeited. No substitutions for prize except by Sponsor, in which case a prize of equal or greater value will be substituted.

Should the Grand Prize Winner travel portion of the prize be delayed due to travel restrictions imposed by state or federal authorities, Sponsor reserves the right to complete this portion of the Grand Prize through electronic methods such as video conferencing.

If the construction and installation portion of the Grand Prize must be delayed due to government-imposed travel restrictions, construction or installation-related restrictions or delays unrelated to Grand Prize Winner's actions or decisions, or receipt of materials in a timely manner, Sponsor reserves the right to extend any deadline provided herein to accommodate such delays.

**GENERAL RULES**: Potential Grand Prize Winner may be notified by phone during a **LIVE** drawing. Potential Grand Prize Winner is not a Grand Prize Winner until all verification has been completed. Potential Grand Prize Winner will be required to execute and return an Affidavit of Eligibility/Publicity and Liability Release, and IRS Form-W9 within the time period designated in the notification or Grand Prize will be forfeited and, at Sponsor's sole discretion, an alternate winner determined at random from among the remainder of all eligible entries. If any potential Grand Prize Winner is deemed a minor in their state or jurisdiction of residence the Grand Prize will be forfeited. Should the potential Grand Prize Winner (or any other alternate potential Grand Prize Winner) decide to decline the Grand Prize or Grand Prize Alternative for any reason whatsoever, Sponsor shall have no further obligation to that potential Grand Prize Winner, and, at Sponsor's sole discretion, an alternate potential Grand Prize Winner may be selected, if time permits. Taxes and fees associated with and related to the Grand Prize or Grand Prize Alternative are the sole responsibility of the Grand Prize Winner.

Acceptance of the Grand Prize or Grand Prize Alternative constitutes permission to the Sponsor to use Grand Prize Winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. By accepting the Grand Prize or Grand Prize Alternative, Grand Prize Winner agrees to hold all Sweepstakes Entities harmless against any and all claims and liability from any accident, loss, or injury occurring from this promotion or in any way related to the Prize or use/misuse thereof. No substitution or transfer of Prize allowed, except at Sponsor's sole discretion. Sweepstakes Entities shall not be liable for any printing or other errors or for delays in internet transmission or mail service. All entries become the property of Sponsor and will not be acknowledged or returned. By participating in this promotion, Entrant agrees to be bound by these Official Rules, and additional supplementary rules, and the decisions of the Sponsor, which are final and binding. Any questions, comments, or complaints regarding the Sweepstakes are to be directed to the Sponsor at the address below.

**DISCLAIMERS:** By participating in the Sweepstakes, Entrant agrees to release, discharge, indemnify and hold harmless the Sweepstakes Entities, Google LLC, X Corp., Meta Platforms, Inc., and each of their respective directors, officers, employees, agents, successors and assigns (the "Released Parties") from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) Entrant's participation in the Sweepstakes; (ii) any acceptance, possession, misuse or use of any prize (including, without limitation, losses, damages or injuries to Entrant's or any other person's equipment or other property, or to their persons); (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize. Without limiting the generality of the foregoing, Entrants agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to prize, including, without limitation, to any prize's quality or fitness for a particular purpose. Entrant agrees that the Released Parties shall have no responsibility or liability for discontinued

prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone or data network, computer online system, computer dating mechanism, computer equipment, software, social media platform, or Internet service provider utilized by Sponsor; interruption or inability to access the website, application or any online service via the Internet due to hardware or software compatibility problems; any damage to Entrant's (or any third person's) computer or mobile device and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each Entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the 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 a prize, including express warranties provided exclusively by a supplier that may be sent along with a prize. The Released Parties are not responsible for any changes or unavailability of the internet service provider or the social media platform used for purposes of administering this Sweepstakes that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the website or social media platform for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of Entrant to timely enter, receive notices, or communicate with Sponsor via email, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes.

The Sweepstakes Entities are not responsible for human errors or for any damaged, tampered with, delayed, illegible, incomplete, inaccurate, garbled, late, lost, forged, misaddressed, misdirected, mutilated, mass machine-generated, unintelligible, incomprehensible, stolen entries or entries otherwise not in compliance with these Official Rules or any additional or supplemental rules. In addition, Sweepstakes Entities are not responsible for any typographical errors in these Official Rules or any additional or supplemental rules, Sweepstakes content or any advertising materials for the Sweepstakes, or for any kind of computer, electronic, hardware, software, Internet, network, data, technical or telephone failures and/or problems caused by the Sponsor and/or the Sweepstakes, or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any human, typographical, electronic, network or other error that may occur in receiving and/or processing of the entries in the Sweepstakes, or by infection by computer viruses, bugs, tampering, unauthorized intervention, fraud or technical failure.

If the Sweepstakes becomes compromised, hampered, interrupted, not capable of running as planned, rendered impossible of performance in any way or prevented, including, without limitation, because of any kind of computer viruses, bugs, electronic, hardware, software, Internet, network, technical or telephone failures, tampering, unauthorized intervention, fraud, an event of force majeure or any other cause created by Sponsor and/or the Sweepstakes Entities, any user or Entrant, or by any of the equipment or programming associated with or utilized in the Sweepstakes, Sponsor reserves the right, at its sole discretion, to change the Official Rules, to cancel, modify, suspend, or withdraw the Sweepstakes or any Sweepstakes offer and/or cancel, modify, suspend, or withdraw any method of entry, without notice, and select prize winners from all valid entries received for the Sweepstakes prior to or after the cancellation, modification, suspension or withdrawal. As used herein, an event of force majeure shall be deemed to include, without limitation, an act of God or public enemy; an act or threat of terrorism, war (declared or undeclared), riot or civil commotion, fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, riot or civil disturbance, public health crisis (e.g. COVID-19, SARS, Ebola, Measles), casualties, satellite or equipment failure, boycott; labor dispute, strike or stoppage (including a strike by the members of any union), labor or material shortage, transportation interruption of any kind, an act, regulation, order or request of or by any federal, state or local authority or guasigovernmental entity (whether or not the act, regulation, order or request proves to be invalid); order or any court or jurisdiction, or any other cause not reasonably within the Sponsor's control.

**GENERAL CONDITIONS OF ENTRY:** All Entrants, as a condition of entry, agree that they have not been *required* to purchase any kind of product or service whatsoever to participate in and/or enter the

Sweepstakes. The Sweepstakes Entities are not responsible for the actions of Entrant in connection with the Sweepstakes, including Entrant's attempts to circumvent the Official Rules or any additional or supplemental rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disgualified. Additionally, any attempt to cheat the Sweepstakes, as determined in the sole and absolute discretion of Sponsor, may result in immediate disgualification of the Entrant, as well as other possible consequences, including disgualification from any and all existing and future sweepstakes. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE (INCLUDING ANY SOCIAL MEDIA PLATFORM OR APPLICATION) OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, in its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules or any additional or supplemental rules, or to be acting in an unsportsmanlike, obscene, immoral, or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

Entrant further understands and agrees that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release(s) are hereby expressly and forever waived. Entrant acknowledges that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**GOVERNING LAW:** The parties agree that the Sweepstakes and these Official Rules or any additional or supplemental rules will be governed, construed and interpreted under the laws of the State of Florida, without giving effect to any choice of law or conflict of laws rules (whether of the State of Florida or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Florida.

**DISPUTE RESOLUTION:** Entrants, Sponsor, Sweepstakes Entities, and the Released Parties (each, a "Party" and collectively the "Parties") each agree to fully and finally settle all disputes only through binding arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts serving Lake County, Florida and any other court with jurisdiction over the Parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The Parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration conducted in English before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either Party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Lady Lake, Florida. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction serving Lake County, Florida.

<u>Scope.</u> This agreement to arbitrate claims and disputes is intended to be broad and includes, without limitation, (i) claims or disputes relating to any aspect of the Sweepstakes, whether based in contract, tort, statute or any other legal theory, (ii) claims or disputes directly or indirectly arising from conduct or events that occurred prior to the effective date of these Official Rules or any additional supplemental rules (including, without limitation, claims relating to advertising), or after its termination, (iii) claims or disputes subject to class action litigation in which you are not currently a member of a certified class, and (iv) claims or disputes with any agent, employee, successor or assign of you, the Sponsor, or the Sweepstakes Entities (all such claims and disputes are referred to collectively as "Claims"). This agreement to arbitrate does not, however, include Sponsor's Claims pertaining to intellectual property rights.

<u>No Preclusive Effect.</u> No award or finding or stipulation of fact by the arbitrator will have any preclusive or collateral estoppel effect in any other arbitration or court, unless it involves the exact same parties.

<u>Severability.</u> If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, 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 or illegal provision were not contained herein.

Notwithstanding the foregoing, Sponsor may seek equitable relief in any court of competent jurisdiction.

**LIMITATION OF LIABILITY:** BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) 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, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) 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 NOT TO EXCEED FIVE DOLLARS (\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' 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 YOU.

**MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules, any additional or supplemental rules, or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules, any additional or supplemental rules, or the Affidavit 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, any additional or supplemental rules, or any other guidelines, instructions, policies, or term will not constitute a waiver of that provision. Entrant agrees to waive any rights to claim ambiguity of these Official Rules or any additional or supplemental rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**WINNER LIST:** Prize Winners will be listed on the Sponsor's website and/or social media pages. All winners are subject to verification.

**ADDITIONAL RULES RELATED TO RESIDENTS OF CANADA**: Potential Grand Prize Winner who resides in Canada will be required to correctly answer, unassisted, a time-limited mathematical skill testing question administered by Sponsor, or Sponsor's designated agent, via email or telephone prior to award of the Grand Prize. Failure to correctly answer the skill testing question in the allotted time will result in disgualification and forfeiture of any right to receive the Grand Prize.

**SPONSOR:** This Sweepstakes is sponsored by Obsessed Garage, LLC 322 Oak St. Lady Lake, FL 32159. Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship, or affiliation with Sponsor or the Sweepstakes.

Obsessed Garage and their logos are trademarks of Obsessed Garage, LLC. All trademarks, service marks, logos, products, or service names are the property of their respective owners. All Rights Reserved. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Sonic Tools, Swisstrax, Jenny Products, Prevost, Nussbaum, Google LLC, X Corp., Meta Platforms, Inc., or any other third-party not specifically designated by Sponsor. Information is being provided solely to Sponsor in accordance with these Official Rules.

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