# Cragar® and Graveyard Cars S/S Wheel Giveaway

Official Rules November 20, 2019

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT ENHANCE ODDS OF WINNING.

These Official Rules apply for the **Cragar®** and **Graveyard Cars S/S Wheel Giveaway** ("Giveaway") conducted by The Carlstar Group LLC. located at 725 Cool Springs Blvd, Suite 500, Franklin, TN 37067 ("Administrator"). By entering this Giveaway, you agree to the Terms in these Official Rules.

1. ELIGIBILITY: PRIZE RECIPIENTS MUST BE LEGAL RESIDENTS OF ONE OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA (EXCLUDING PUERTO RICO AND ALL OTHER TERRITORIES) AND AGED 18 YEARS OR OLDER AT THE TIME OF ENTRY TO BE ELIGIBLE. VOID WHERE PROHIBITED BY LAW. GIVEAWAY SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. Employees, agents, officers, and directors of The Carlstar Group, LLC. ("Administrator") and their respective parent companies, subsidiaries, affiliates, dealers, retailers, franchisees, divisions, advertising and promotion, fulfillment and/or judging agencies, (collectively, "Giveaway Entities"), and their immediate families (parent, child, sibling, or spouse) or households of any such employees are not eligible to enter the Giveaway.

### 2. HOW TO ENTER:

Visit the Giveaway URL on www.cragarwheel.com and register to win.

Administrator has the right to dispose of the Entries at Administrator's discretion. Entries that are deemed by the judges to be immoral, obscene, profane, lewd, not in keeping with Administrator's image, or in violation of these Official Rules will be disqualified. If, in the opinion of the judges or Administrator, the Entry violates any law or infringes upon the rights of any third party, is inaccurate, illegible, incomplete, or irregular in any way, or otherwise does not comply with the Official Rules, the Administrator may disqualify the Entry. Entrants must provide a valid email address. Please visit our Privacy Policy for details about the storage and destruction of your data. All personal data used in submissions shall be destroyed as quickly as commercially possible upon completion of the Giveaway. Carlstar will not retain any pf your data related to this Giveaway.

## 3. PRIZE AND ITS APPROXIMATE RETAIL VALUE ("ARV")

 One (1) random winner will receive one (1) set of Cragar S/S SERIES 08/61 S/S SUPER SPORT Wheels. Approximate Retail Value in excess of \$1000 (depending on the size selected).

## 4. WINNER SELECTION PROCESS

PHASE 1: ENTRIES ARE SUBMITTED. Entrants submit their Entries during the Giveaway Entry Period (between 12:00:00 AM Central Standard Time ("CST") on December 6, 2019 and 11:59:59 PM CST on December 12, 2019).

PHASE 2: RANDOM WINNER SELECTION. On December 13, 2019, the Administrator will randomly draw one (1) winner from the pool of entries.

PHASE 3: THE WINNERS ARE ANNOUNCED. The winner will be announced December 13, 2019.

#### 5. JURY JUDGING CRITERIA AND ODDS OF WINNING:

Winners are selected randomly one at a time from the total pool of entries. Odds of winning depend on number of eligible entries received.

#### 6. PRIZE AWARDING

The prize winner will be notified by direct message through Instagram or Facebook. Administrator is not responsible for fraudulent calls, mail or emails made to entrants not on behalf of the Administrator. Each prize will only be awarded upon winner verification and final approval of Administrator and its designees. Entrants are only allowed to win one (1) prize during this Giveaway. Once their name is selected they are no longer eligible to win another prize during the remainder of this Giveaway. No prize substitution, cash equivalent of prizes, transfer or assignment of prize permitted, except by Administrator in its sole discretion, or as otherwise provided herein. Administrator reserves the right to award a prize or portion thereof of equal or greater value if any prize or portion thereof becomes unavailable. Prize Winners may each be required to execute an affidavit of eligibility, liability release, tax acknowledgment form and, except where prohibited by law, a publicity release and return within ten (10) business days of issuance of notification. Eligibility, age, and claims made by Prize Winners are subject to verification. In the event the Prize Winner is deemed a minor under the jurisdiction of his/her state of residence, the Prize Winner's parent or legal guardian will be required to sign and return all documents. If the Prize Winner cannot be contacted, is ineligible or fails to properly claim the prize in accordance with these Official Rules, or if the prize notification/prize is returned undeliverable; or if the winner otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and an alternate Prize Winner will be chosen from among the remaining eligible entries. If a Prize Winner refuses to accept the prize offered within 10 days after being notified, or if the Prize Winner is ineligible, the Prize Winner will forfeit that prize and an alternate Prize Winner will be chosen from among the remaining entries. Administrator reserves the right to award only the number of prizes stated in Paragraph 3.

7. DISQUALIFICATION: Giveaway Entities are not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries; (iii) failed or unavailable hardware, network, software or telephone transmissions, damage to entrants' or any person's computer and/or its contents, or causes beyond Administrator's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Giveaway; (iv) any entries submitted in a manner that is not expressly allowed under these rules; or (v) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with utilized in the Giveaway. All incomplete or non-conforming entries will be disqualified. If for any reason this Giveaway cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Administrator that corrupt or affect the security, administration, fairness, integrity or proper conduct of this Giveaway, or if this Giveaway is compromised or becomes technically corrupted in any way, electronically or otherwise, or if fire, flood, explosion, war, embargo, government requirement, fraudulent, criminal or grossly negligent acts, security breaches, civil or military authority, terrorism, acts of God, acts or omissions of carriers, or any other cause beyond Administrator's control, interferes with the Giveaway proper conduct as contemplated by these Official Rules, as determined by Administrator in its sole discretion, the Administrator, may, without prior notice, terminate, modify or suspend the Giveaway, in whole or in part. If this Giveaway is terminated before the original end date, at which time, the judging of all eligible, non-suspect entries received as of the termination date/time will be conducted as described in Paragraph 4 above. In the event of termination of the Giveaway, the Administrator will post the notice regarding the termination on its Facebook page. The Administrator reserves the right, at its sole discretion, to disqualify and prosecute any individual who tampers with or attempts to tamper with the entry process or who enters using any automatic or programmed entry duplication method. This Giveaway may be cancelled in the event an insufficient number of qualified Entries are received that fail to meet the minimum standards established by the judges.

The Giveaway Entities do not assume any responsibility for any disruption in the Giveaway caused by circumstance or other unforeseen events outside of the control of the Giveaway Entities. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Giveaway materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control.

- **8. GENERAL:** By entering this Giveaway and/or accepting a prize, Entrants and Prize Winners: (1) agree to be bound by these Official Rules; (2) agree to release, indemnify, and hold harmless Administrator and Giveaway Entities from any and all liability for any claim, loss, harm, damages, regulatory action, costs, or expenses (including without limitation property damages, personal injury, and/or death) arising out of participating in this Giveaway, the acceptance, possession, use, or misuse of a prize, or claims based on publicity rights, defamation or invasion of privacy, copyright infringement, trademark infringement, or infringement of any other intellectual property right; (3) agree to share information contained in their Entry with Administrator and Giveaway Entities; (4) agree to participate in any and all publicity and promotional activities (except where prohibited) in connection with this Giveaway; (5) acknowledge that this Giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook and that any information disclosed by the Entry is provided to Administrator and not to Facebook; and (6) hereby completely release Facebook of any and all liability relating to this promotion.
- 9. INTERNET: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE ADMINISTRATOR AND GIVEAWAY ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity or eligibility of any entry based on an email address, the entry will be declared made 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 email service provider.

- **10. TAX INFORMATION:** All federal, state, local, and other income taxes on prizes are the sole responsibility of the applicable Prize Winner, and each Prize Winner may be issued an IRS Form 1099 for the value of his/her prize.
- **11. GENERAL INFORMATION:** This Giveaway is conducted in English (which will be given its everyday ordinary meaning), and any and all disputes will be resolved in the appropriate courts in Nashville, TN exclusively, and subject to the laws of Tennessee. Should there be a conflict between the laws of Tennessee and any other laws, the conflict will be resolved in favor of the laws of Tennessee. Entrants irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.
- **12. GEOGRAPHIC RESTRICTIONS:** This Giveaway is intended for access and use within the United States only and complies with applicable United States privacy laws. This Giveaway is not intended for, or directed to, citizens, domiciles or residents of the European Union. By accessing the Sites and web-based services, you affirm that you are not a citizen, domicile or resident of the European Union.