Solar Gard My Ride Sweepstakes Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

- 1. <u>Timing</u>: The Solar Gard My Ride Sweepstakes (the "Sweepstakes") begins June 1, 2018 at 12:00pm EST and ends 11:59pm EST on August 31, 2018 (the "Sweepstakes Period").
- **Eligibility:** The Sweepstakes is open to legal residents of Phoenix, Arizona; Houston, Texas; and Tampa, Florida who are 18 years old or reached the age of majority at time of entry. The Sweepstakes is void where restricted or prohibited by law. Employees of Solar Gard, its affiliates and their advertising, promotion and production agencies, and their immediate families (spouses, parents, children, and siblings and their spouses) and household members (whether related or not), are not eligible to participate. IF ANY ENTRANT DOES NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL CONTEST RULES, SUCH ENTRANT IS NOT ELIGIBLE TO WIN A PRIZE, AND SOLAR GARD ("Sponsor") RESERVES THE RIGHT NOT TO AWARD PRIZE(S) TO SUCH ENTRANT. The Sweepstakes is subject to all state, federal and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth in the Official Rules.
- 3. **How to Enter:** THERE IS NO PURCHASE NECESSARY TO PARTICIPATE IN THIS SWEEPSTAKES. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. During the Sweepstakes Period, you may access the Sweepstakes by visiting www.solargard.com/free-window-tint (the "Sweepstakes Site") and completing the on-screen instructions and registration form to receive one (1) official entry (a "Primary Entry") or you can submit an entry through your personal cell phone. Limit ten (10) entries per person. All entries must be received during the Sweepstakes Period to be eligible. Use of computer programs and other automatic means to enter the Sweepstakes is prohibited and will result in disqualification. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void such entries and that entrant may be disqualified. Normal Internet access and usage charges imposed by your online service may apply. Use of any automated system to participate is prohibited and will result in disqualification. Entries that are forged, altered, incomplete, garbled, or generated by a macro or with intent to subvert the entry process will not be accepted and are void. Entries made by an individual or entity on behalf of a named entrant, and/or originating at any other web site (other than the Sweepstakes Site) or e-mail address, including, without limitation, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified. All entries submitted become the sole property of Solar Gard and will not be returned. By participating, entrants agree to be bound by these Official Rules.
- **4. Selection of the Winner**: Three (3) winners will be randomly selected from among

all eligible entries received on or about August 31, 2018. The odds of winning depend upon the number of eligible entries received. Selection of winner is final.

- 5. Notification of the Winners: You are not a winner until your eligibility has been verified, and it is determined that you have complied with all terms of the Official Rules. Winners will be notified via email by 5:00pm EST on September 10, 2018, and will be asked to send a reply email to accept or decline the prize by September 28, 2018. Solar Gard and its agents will not be liable for inability to notify a winner, whether due to inaccurate entry information, change of email address or otherwise. A winner will have ten (10) business days from notification to fill out affidavit form to claim their prize and a winner who does not respond in this time period will be deemed to have forfeited the prize and an alternate winner may be selected.
- **Release:** Solar Gard will require the winner to sign and return an affidavit of eligibility and liability release form and a W-9 form (W-9 only required if value of prize is \$600 or more) as a condition to receipt of the prize. If such documents are not returned within the time period requested, or if an entrant is found to be ineligible or if he/she does not comply with the Official Rules, then the potential winner will be disqualified and an alternate winner will be selected.
- 7. Entry: Entries submitted to the Sweepstake Site will be deemed made by the authorized account holder, at the time of entry, of the e-mail address submitted. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an internet provider, online service provider or organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. In the event of a dispute, the winner may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the winning entry.
- **8.** Prize and Approximate Retail Value: Winners will receive a prize that includes a full tint job for one car. Approximate retail value of the prize is estimated at \$500. No substitute, transfer, or cash equivalent for the prize is allowed by the winner. Solar Gard, at its sole discretion, may substitute a prize of equal or greater value.
- **Release, Limitations on Liability**: By entering this Sweepstakes, each entrant releases and holds harmless Solar Gard and its parent companies, employees, officers and agents from any and all liability for loss, harm, damage, injury, cost or expense whatsoever including without limitation, personal injury, death or damage to or loss of property in connection with participation in and use or misuse of the prize or for any cause of action based on publicity rights, defamation or invasion of privacy or merchandise delivery. Each entrant also acknowledges and consents to Solar Gard providing the entrants name, email, phone and zip code to Solar Gard's dealer network.
- **10. Publicity Release:** Except where legally prohibited, winners consent to the use of his/her name and likeness, photograph, voice, opinions, and city and state of residence in print, broadcast, Internet and other media for advertising, promotional and/or marketing purposes without additional compensation, limitation, restriction, notice, review or approval.
- 11. <u>No Tampering; Right to Cancel, Modify:</u> Solar Gard and its agents are not responsible for incorrect or inaccurate entry of information, technical malfunctions, human

error, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, entry materials that have been tampered with, or entries that are illegible, incomplete, late, lost or damaged or for any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any material in this promotion. Solar Gard may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Solar Gard's representatives. Solar Gard reserves the right to cancel, terminate, modify or suspend this promotion if it becomes technically corrupted or if is not capable of running as planned, including due to infections by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Solar Gard which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion. This Sweepstakes is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws. Solar Gard reserves the right to correct typographical errors in any Sweepstakes-related materials.

- **12. Disputes:** By entering the sweepstakes, you hereby represent and warrant that you have read these official rules and are fully familiar with its contents. By entering the Sweepstakes, entrants agree that any disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any class action and all claims, awards and judgments shall be limited to actual out of pocket costs incurred, including costs associated with entering Sweepstakes, but in no event attorneys' fees. No entrant is permitted to obtain any award for, and waives all rights to claim punitive, incidental, or consequential damages. Except where prohibited, all issues and questions concerning the validity, construction, and enforceability of these Official Rules, or the rights and obligations of the entrants 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 (whether of the State of California, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of California. In addition, any dispute relating to the Sweepstakes or Official Rules shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in San Diego, California. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.
- 13. <u>List of Winners/Official Rules Requests</u>: For a copy of the winners list or official rules by mail, please send a self-addressed, stamped envelope marked "Solar Gard My Ride Sweepstakes" to Solar Gard, 4540 Viewridge Avenue, San Diego, CA 92130, Attn: Marketing Dept. All requests must be received by October 31, 2018.
- **14. Sponsor**: Saint-Gobain Solar Gard, 4540 Viewridge Avenue, San Diego, CA 92130.