

GARAGE KINGS CONTEST OFFICIAL RULES

GARAGE KINGS CONTEST

OFFICIAL RULES AND REGULATIONS

- NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.
- THIS IS A SKILL-BASED CONTEST.
- VOID WHERE PROHIBITED BY LAW.
- AFFIDAVIT OF ELIGIBILITY / RELEASE OF LIABILITY / PRIZE ACCEPTANCE AGREEMENT MAY BE REQUIRED.
- SPONSOR AND PRODUCER OBTAIN RIGHTS FROM ENTRANTS TO POST AND USE ANY AND ALL CONTENT SUBMITTED AS PART OF THE CONTEST.
- ONLINE ENTRY ONLY AND INTERNET CONNECTION REQUIRED.
- ONE VEHICLE/OWNER PER CASH PRIZE. VEHICLE/OWNER CANNOT WIN MULTIPLE PRIZES.
- ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

BY ENTERING (OR OTHERWISE PARTICIPATING) IN THE CONTEST, YOU AGREE TO THESE OFFICIAL RULES, WHICH CREATE A CONTRACT SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, SUCH CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO SPONSOR FROM YOU AND MANDATORY ARBITRATION OF DISPUTES AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. Eligibility. The Garage Kings Contest (the “**Contest**”) is open only to individuals who are, as of the date and time of entry: (i) legal residents and physically located in one (1) of the forty-eight (48) contiguous United States or the District of Columbia (*i.e.*, specifically excluding Alaska and Hawaii); (ii) a minimum of twenty-one (21) years of age (and not a minor in his or her primary state of residence (the age of majority is eighteen (18) in most states but is nineteen (19) in Alabama and Nebraska and twenty-one (21) in Mississippi)); and (iii) maintain a current valid U.S. driver’s license. Employees, officers and directors of NEXEN TIRE, U.S.A., (“**Sponsor**”), Beyond Marketing Group, LLC (“**Producer**”) and each of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers (collectively, the “**Contest Entities**”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Contest or win a prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and household members shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. By participating, entrants agree to be bound by these “**Official Rules**” and the decisions of the Judges (defined below) and/or Sponsor/Producer, which are binding and final on matters relating to this Contest, including, without limitation, interpretation of the Official Rules.
2. Contest Dates. The Contest begins on or about 12:01 a.m. Pacific Time (“**PT**”) on March 1st, 2018 and ends with the announcement of the Winners (defined below) on or about October 8th, 2018 (“**Contest Period**”). During the Contest Period, there are a series of related deadlines and events which start and end on or about the dates noted below:

IMPORTANT CONTEST DATES:

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<u>PHASE</u>	<u>BEGIN TIME/DATE</u>	<u>END TIME/DATE</u>
CONTEST ENTRY SUBMISSION PERIOD ("Entry Period")	12:01 a.m. PT on March 1 ST , 2018	11:59 p.m. PT on October 8 th , 2018
REVIEW OF ALL ENTRIES SUBMITTED BY SPONSOR AND PRODUCER	October 9 th , 2018	October 12 th , 2018
WINNERS ANNOUNCED	October 29 th , 2018	

ALL DATES SET FORTH ABOVE ARE SUBJECT TO CHANGE/EXTENSION IN SPONSOR'S SOLE AND ABSOLUTE DISCRETION.

3. **How to Enter.**

Entry. To participate and enter this Contest, individuals will need a desktop or mobile device (e.g., mobile phone or tablet) that can access the Internet. After entrant has registered an profile, to enter the Contest, during an Entry Period, follow the call to action provided in any advertising for the Contest. The call to action for this Contest will require entrants to share the link with other users to gain votes. Vehicle profile with the most votes can win. Sponsor/Producer may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and neither Sponsor nor Producer is responsible for failure to see or receive an entry. Sponsor, at its sole discretion, may decline use of the winning vehicle for SEMA Show and any other advertising or promotional use. Entries not received by Sponsor will not be entered into the Contest. By registering and uploading photos of your vehicle entrants are confirming their acceptance to these Official Rules. The entrant's submission must comply with the requirements set forth in these Official Rules, including, without limitation, the Content Guidelines set forth below.

Limit of ten (10) entries per person (regardless of method) will be accepted during the Entry Period. Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information or otherwise may be disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Contest, at Sponsor's sole and absolute discretion. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor may be disqualified. Sponsor may not receive entries that fail to strictly follow the posting instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. Contest Entities are not responsible for any changes or unavailability of the web service that may interfere with the Contest (including any limitations, any restrictions, or any conditions on Sponsor's ability to use such services for the Contest as set forth herein that are not acceptable to Sponsor) or ability of entrant to timely enter, receive notices or communicate with Sponsor via these platforms, in which case Sponsor, in its sole discretion, may terminate or modify the Contest. In the event of a dispute concerning who submitted an entry, the entry will be declared to have been made by the registered account holder of the email address associated with the account for the potentially winning entrant, but only if that person meets all other eligibility criteria or if that person is the approving parent or legal guardian of a minor participant who meets all of the eligibility criteria. A registered "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. Potential Winners may be required to provide Sponsor with proof that he/she is the registered

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account holder for the email address associated with the account for the potentially winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other. A submission may, in Sponsor's sole and absolute discretion, be rejected if it fails to follow the technical, creative, and legal requirements disclosed in any advertising for the Contest and elsewhere in these Official Rules. All eligible submissions to the Contest will be an entry in the Contest. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor may be disqualified at Sponsor's sole and absolute discretion. Contest Entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries. Assurance of delivery of entries is the sole responsibility of the entrant.

MOBILE DISCLOSURE: If you opt to receive Sponsor's messages, including any prize notification or other Contest-related messages, via text message to your wireless mobile device (which may only be available via participating wireless carriers and is not required to enter), standard text messaging rates will apply for each text message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Participation in this Sweepstakes by mobile phone and text message means that you understand that you may receive additional text messages from Sponsor relating to this Contest, including to notify you if you are a potential Winner in this Contest, which will be subject to the charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Cell phone service may not be available in all areas. Check your phone's capabilities for specific instructions.

4. Submission Content Guidelines. Submissions that do not meet the following "**Content Guidelines**" are subject to disqualification, at Sponsor's sole and absolute discretion:
- Submissions need to be submitted in the form of a photos through NFERACLUB.com.
 - Submissions must comply with the Official Rules and any Terms of Service posted on NFERACLUB.com and meet all specifications or requirements called for on the advertising and promotion of the Sweepstakes, and other advertising for the Sweepstakes.
 - Except for materials that are in the public domain, each submission, in its entirety, must be a single work of original material created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and suitable for presentation in a public forum.
 - Submissions must not have been submitted previously in any contest of any kind.
 - Except for materials in the public domain, submissions must include only materials created by the entrant, or for which entrant has all rights required to comply with these Official Rules, and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others' rights and any use of materials that infringe third party rights is grounds for disqualification from the Contest and may subject you to liability. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself unless you have obtained all rights necessary to permit you to use same in connection with your submission and grant the rights herein granted to Sponsor. Entries that contain brand names, trademarks or company logos are subject to disqualification.
 - **Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the Contest Website such as viruses, trojan horses or other technologies that could adversely impact the Contest, and/or (f) is disparaging to Sponsor or Producer or is**

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inconsistent with the positive images and/or goodwill to which Sponsor and Producer wish to associate (at Sponsor's sole and absolute discretion).

- Submissions should not reveal any personal information about another individual, including another person's address, phone number, e-mail address, credit card number or any information that may be used to track, contact or impersonate that individual.
 - Submissions may only include original photos.
 - Entrant must have permission from any individuals that appear in their submission (*e.g.*, family members, friends, etc.).
 - No background artwork should appear in the submission unless it is an original work of the entrant.
 - Entrant must not have any conflicting tire sponsor agreements that would prevent or prohibit Sponsor to use vehicle images.
 - Entrants must not submit a submission that if selected cannot be assigned to Sponsor as contemplated below.
5. Intellectual Property. Each entrant, upon submission of his/her entry(ies) to the Contest, irrevocably grant to Sponsor, Producer, and each of their licensees, successors and assigns, the non-exclusive, perpetual, royalty-free, no-cost license and right to use and otherwise exploit the submission, and all images, text and materials depicted therein, in whole or in part, in any manner or medium now or hereafter known or devised (including, without limitation, CDs, streaming media, film, television, videocassettes, print, interactive devices, mobile media, Internet and on-line systems), throughout the universe and in any and all languages, including, without limitation, the right to display, reproduce, record, perform, exhibit, distribute, copy, edit, change, modify, add to, subtract from, re-title and adapt the same, to combine it with other material and otherwise use and exploit it without having to give any compensation or attribution to entrant except for the awarding of the prizes in this Contest. Sponsor, Producer and each of their successors, assigns and licensees, will have the right to make unlimited derivative works therefrom, to assign or transfer any or all such rights and to grant unlimited, multiple-level sublicenses. Without limiting the forgoing, Sponsor and Producer will have the right to use all of the submissions submitted as part of the Contest, and all images depicted therein, in any merchandising, advertising, marketing, promotion or for any other commercial or non-commercial purpose. Entrants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized in connection with submissions submitted as part of the Contest. Entrants acknowledge that as a condition of participating in the Contest and/or being selected as a Winner, Sponsor or Producer may request that the entrant's submission, and any rights therein, be assigned to Sponsor and entrants may be required to confirm such assignment by completing and submitting the Prize Acceptance Documents (and any other documents reasonably required by Sponsor or Producer) or such entrant will otherwise be disqualified from receiving their prize. Entrants must maintain the ability to assign all such rights to Sponsor free of any limitations, restrictions or third party obligations. Entrants agree that Sponsor and Producer shall have the sole discretion in determining the extent and manner of use of submissions and are not obligated to use any submission. Entrants agree not to issue any publicity concerning Sponsor or Producer. Entrants agree that the Contest Entities shall not be responsible for return or preservation of the submissions submitted. All submissions that are posted on the Contest Website or elsewhere are available to be viewed by anyone with access to the Internet.

Each entrant acknowledges that other entrants may have submission that may have familiarities or similarities to his/her own submission, and that he/she will not be entitled to any compensation or right to negotiate with the Contest Entities because of these familiarities or similarities. Notwithstanding any custom and practice to pay an individual for an idea (if any), nothing herein shall create an implied or express contract to compensate entrants for their submissions and there is no obligation for any Contest Entity to pay or otherwise compensate entrants for any of their plans or materials in any communications with Sponsor or Producer, whatsoever. The decisions of the Sponsor and Producer are final and binding in all matters relating to this Contest, including interpretation and application of these Official Rules. Each entrant, by participating in the Contest, except where legally prohibited, grants permission for the Contest Entities and their designees to use his/her name, social media site username,

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address (city and state), photograph, voice and/or other likeness, in a manner that is associated with entrant's submission, for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval. Producer and Sponsor reserve the right to request from entrant, at any time, proof that entrant maintains all necessary rights in their submission in order to grant Sponsor and Producer the rights required herein in a form acceptable to Producer/Sponsor. Failure to provide such proof may lead to, among other things, the entrant being disqualified from the Contest and from receiving any prize.

6. Representations, Warranties and Indemnity. Each entrant represents and warrants that he or she has read, understands and will follow the Official Rules. Entrants further represent and warrant that their submission and all materials and matter therein: (i) (except for elements that are within the public domain) are wholly original with such entrant and are not a copy or imitation of any other material; (ii) will not infringe or violate any right whatsoever, including, without limitation, any personal rights (*e.g.*, defamation, privacy, false light, moral right, etc.) or any property rights (*e.g.*, copyright, trademark, right to ideas, etc.) of any person or entity and the use thereof will result in no third party liability or obligations; and (iii) is not the subject of any threatened or pending litigation, claim or dispute that might give rise to litigation, which adversely affects or in any way prejudices, impairs or diminishes the rights granted hereunder or the value thereof. Each entrant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Rules and the consent of no third parties are required to grant the rights hereunder. Entrant further acknowledges and agrees that he/she has not previously granted, assigned or otherwise hypothecated his/her submission to any other third party. Further, each entrant represents and warrants that Sponsor's use of any submission shall not violate an agreement to which such entrant has signed. Entrants agree to indemnify and hold the Released Parties (defined below) harmless from and against any third party claim, to the extent relating to any breach of any representation, warranty or covenant made by such entrant in connection with his or her acceptance of these Official Rules or Contest activities.
7. Determining the Winners. During the Review Period (see dates above), each submission submitted by an eligible entrant will be reviewed by a Sponsor and Producer, who will review all eligible submissions based on the following criteria (collectively, the "**Criteria**"):
 - **Category selection (People's Choice)**
 - **Overall votes**

Based on reviewing the vote totals the Sponsor and Producer will assign to each Submission using the Criteria, there will be one (1) "**Grand Prize**", one (1) "**2nd Place**", one (1) "**3rd Place**" and five (5) People's Choice Award. Submission ultimately selected by the Sponsor will be a potential "**Winner**", subject to confirmation that the potential Winners have met the eligibility requirements and complied with these Official Rules. If there is a tie after the Sponsor reviews the Judging Criteria, Sponsor will bring in a tie-breaking Judge to apply the same Judging Criteria to break the tie and determine the Winners.

8. Notification of Winners. The potential Winners will be notified on or about October 29th, 2018, unless such date is extended by Sponsor. The a potential Winner entered the Contest, will be contacted via email. It is each potential Winner's responsibility to set his or her email account settings to accept contacts by Sponsor and to timely check his/her account for any email messages. The Contest Entities are not responsible for failure of a potential Winner to contact Sponsor after being notified that they are a potential Winner. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Contests, and of selection of the Winners. Decisions of the Sponsor as to the selection of the Winners will be final.

The Sponsor is not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending of an electronic message. The potential Winners may be

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required to execute and return an affidavit of eligibility, a liability release, a publicity release and services and performances agreements (collectively, "**Prize Acceptance Documents**") within two (2) days of date of issuance. If such documents are not returned within the specified time period, a prize or prize notification is returned as undeliverable, Sponsor is unable to contact a potential Winner or a potential Winner is not in compliance with these Official Rules, the prize will be forfeited and, at Sponsor's discretion, an alternate winner selected. Non-compliance shall result in disqualification and award of the prize to an alternate winner. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules, or declines the prize for any reason prior to award, such potential Winner may be disqualified and an alternate potential Winner may be selected. The Contest Entities are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify a potential Winner.

9. Prizes.

(a) Grand Prize Winner (6,000.00 ARV): Sponsor will be awarding one (1) "**Grand Prize**" consisting of: (i) two (2) roundtrip economy/coach airline tickets for the Winner and one (1) companion via a Sponsor-selected air carrier(s) from a major commercial airport selected by Sponsor in its sole and absolute discretion to Las Vegas, Nevada on or about **October 30th 2018 – November 1st 2018**; (ii) a 2-night hotel stay (standard accommodations) for the Winner and one (1) companion in Las Vegas; and (iii) \$5,000.00 Cash Prize. Actual retail value of Grand Prize may vary depending on point of departure, travel dates and fare/rate fluctuations. All travel arrangements must be made through the Sponsor or Sponsor's designee. Certain restrictions and blackout dates may apply. **The Winner of the Grand Prize must travel as and when designated by Sponsor or the Grand Prize may be forfeited and an alternate Winner selected based on the process set forth above.**

(b) 2nd Place Prize (\$5000.00 ARV): The Winner of the 2nd Place prize will receive a prize package that includes:

- \$3000.00 Cash

(c) 3rd Place Prize (\$2000.00 ARV): The Winner of the 3rd Place prize will receive a prize package that includes:

- \$1500.00 Cash

(d) People's Choice Awards (\$500.00 ARV): The Winners of the People's Choice Award prizes will receive a prize package that includes:

- \$500.00 Cash

Terms Applicable To the Grand Prize: The Grand Prize Winner and his or her travel companion must travel together on the same itinerary and possess all required travel documents, including visas and valid passports, if and as applicable. It is the responsibility of the Grand Prize Winner and his or her companion(s) to provide proper documentation (including government issued picture identification). All aspects of the travel portions of the Grand Prize must be conducted on such dates as determined by Sponsor, in its sole and absolute discretion. The dates of departure and return are subject to change at Sponsor's sole and absolute discretion. Airline tickets are non-refundable/non-transferable and may not be valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor reserves the right to structure travel route and select hotels in its sole and absolute discretion. Grand Prize Winner will not receive cash or any other form of compensation if actual travel costs are less than the estimate made in these Official Rules. The round trip air transportation element for the Grand Prize begins and ends at the point of departure. The Grand Prize is subject to seat and hotel availability, as well as Sponsor's and prize providers' terms and conditions generally applicable thereto. If in the judgment of Sponsor air travel is not required due to Grand Prize Winner's proximity to Grand Prize location, ground transportation may be substituted for roundtrip air travel at Sponsor's sole and absolute

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discretion. The difference in value will not be awarded to Grand Prize Winner. Grand Prize Winner will NOT receive a Tax Payment (“**Tax Payment**”) by Sponsor or Producer to offset any tax liability created by acceptance of the Grand Prize. Grand Prize Winner is responsible for all Federal, state and local taxes.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any Grand Prize-related services or accommodations. Sponsor is not liable for any missed prize events, opportunities or expenses incurred as a consequence of flight cancellation/delay or ground transportation delay. No refund or compensation will be made in the event of the cancellation or delay of any transportation or other prize element except at the sole and absolute discretion of Sponsor. Additional prize award details and travel information to be provided Grand Prize Winner at the time of Grand Prize notification. Grand Prize Winner is also responsible for obtaining travel insurance (and all other forms of insurance) at his/her option and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. The Grand Prize Winner may be required to provide a credit card at the time of hotel check-in. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by Sponsor's transportation carrier(s) of choice. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. All expenses not specifically mentioned herein, are not included as part of any Grand Prize package, and are solely the Grand Prize Winner's responsibility, including, but not limited to: hotel taxes, additional ground transportation at Grand Prize Winner's destination(s), travel insurance, room service, bag check fees, parking fees, laundry service, food, alcoholic beverages, merchandise, souvenirs, telephone calls, tips, gratuities and service charges. Transportation carrier and hotel regulations and conditions apply. Travel and lodging are subject to availability, and any changes made to either of these will be at the expense of a Grand Prize Winner.

Terms Applicable To All Prizes: Prizes are non-transferable, with no cash redemptions, equivalents or substitutions, except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide a Winner with their prize, the Sponsor may elect to provide Winners with the approximate value of such item in cash or award an alternate prize of comparable or greater value. In the event a Winner engages in behavior that (as determined by Sponsor or any prize provider in its or their sole and absolute discretion) is obnoxious, inappropriate, or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the right to receive a prize, including ending a trip (if applicable) or other applicable experience early. All prizes are 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). Notwithstanding Sponsor's awarding of the Grand Prize Winner Tax Payment, prize Winners will still be solely responsible for the payment of all federal, state and/or local taxes to the relevant government agency(ies), and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The ARV of the prizes is based on available information provided to Sponsor and the value of any prize awarded to a Winner may be reported for tax purposes as required by law. The Winners may be required to provide Sponsor with a valid social security number or tax identification number before the prizes will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of winners for the actual value of the prizes received. Unclaimed prizes will be forfeited. The total ARV of all of the prizes awarded in this Contest is \$20,500.00.

10. General Conditions. Released Parties (as defined below) are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, delayed, garbled or damaged entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures

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or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing/reviewing of entries, the announcement of the prizes or in any Contest-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by Contest Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Released Parties are not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Contest or downloading materials from or use of the Contest Website. Persons who tamper with or abuse any aspect of the Contest or the Contest Website or who are in violation of these Official Rules, as solely determined by Sponsor and/or Producer, will be disqualified and all associated entries will be void. Should any portion of the Contest be, in Sponsor's or Producer's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor or Producer, corrupt or impair the administration, security, fairness or proper play, or submission of entries, or should the Contest be unable to run as planned for any other reason, Sponsor and Producer reserve the right, in their sole discretion to suspend, modify or terminate the Contest and, if terminated, at its discretion, select the potential winners from all eligible, non-suspect entries received prior to the action taken or as otherwise deemed fair and appropriate by Sponsor. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. CAUTION: ANY ATTEMPT TO DAMAGE THE CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR PRODUCER WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

11. Release. By participating in the Contest, entrants agree to release, discharge and hold harmless Sponsor, Producer and each of their parent companies, subsidiaries, affiliates, agents, distributors, licensors, licensees, representatives, attorneys, and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns ("**Released Parties**"): from and against and any and all claims, liability, costs, losses, damages or injuries of any kind arising out of or related to entrants' participation in the Contest and/or related to 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, related to participation in the Contest; or arising out of any violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property; or from any typographical, human or other error in the printing, offering, selection, operation or announcement of any Contest activity and/or prize). Without limiting the generality of the foregoing entrants agree that Released Parties: (A) 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 Contest and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose; (B) maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, manufacturer or other person or entity furnishing services, products or accommodations ("**Suppliers**") as a part of the prizes provided in connection with the Contest; and (C) will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Suppliers or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service or product that is owned, operated, furnished or otherwise used by any of those Suppliers, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties. Each entrant further agrees to indemnify and hold harmless Released Parties from

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and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Released Parties. The Released Parties are not responsible for the actions of entrants in connection with the Contest, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Entrants further understand and agree 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 are hereby expressly and forever waived. Entrants acknowledge 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.

12. **Publicity Release.** Subject to applicable law, each Winner of a prize in this Contest irrevocably grants the Released Parties and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Contest, in all forms of media and by all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any obligation, notice or consideration except for the awarding of the prizes to the Winners.
13. **Suspension / Modification / Termination.** In the event Sponsor is prevented from continuing with the Contest by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Contest. Sponsor additionally reserves the right, in its sole and absolute discretion: (1) to modify, suspend or terminate the Contest should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Contest; or (2) to disqualify any entrant found to be, or suspected of: (a) tampering with the entry process or the operation of the Contest; (b) acting in violation of these Official Rules; or (c) acting in an un-sportsmanlike manner.
14. **Governing Law / Limitation of Liability.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor, Producer, or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal 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 laws.

BY ENTERING THE CONTEST, 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 CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, 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) NOT TO EXCEED TEN DOLLARS (\$10.00), 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 NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED

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OR OTHERWISE INCREASED; AND (4) 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.

15. Disputes / Arbitration. PLEASE READ THIS PROVISION CAREFULLY. IT INCLUDES AN AGREEMENT TO MANDATORY ARBITRATION, WHICH MEANS THAT YOU AGREE TO SUBMIT ANY DISPUTE RELATED TO YOUR PARTICIPATION IN THE CONTEST AND/OR THESE OFFICIAL RULES TO BINDING INDIVIDUAL ARBITRATION RATHER THAN PROCEED IN COURT. THIS SECTION ALSO INCLUDES A CLASS ACTION WAIVER, WHICH MEANS THAT YOU AGREE TO PROCEED WITH ANY DISPUTE INDIVIDUALLY AND NOT AS PART OF A CLASS ACTION. THIS SECTION ALSO INCLUDES A JURY WAIVER.

There may be instances when you have a problem or dispute that needs special attention. In those instances, Sponsor and Producer are committed to working with you to reach a reasonable resolution that satisfies you; however, we can only do this if we know about and understand your issue. Therefore, for any problem or dispute that you may have with Sponsor or Producer, you acknowledge and agree that you will first give Sponsor and Producer an opportunity to resolve your problem or dispute. This includes you first sending a written description of your problem or dispute to Nexen Tire USA, Inc,. You then agree to negotiate with Sponsor and Producer in good faith about your problem or dispute. This should lead to resolution, but if for some reason your problem or dispute is not resolved satisfactorily within sixty (60) days after Sponsor's receipt of your written description of it, you agree to the further dispute resolution provisions below.

You agree that the sole and exclusive forum and remedy for any and all disputes and claims that cannot be resolved informally and that relate in any way to or arise out of participation in the Contest and/or these Official Rules shall be final and binding arbitration, except to the extent that you have in any manner infringed upon or violated or threatened to infringe upon or violate any of the Contest Entities' or any third party patent, copyright, trademark, trade secret, privacy or publicity rights, in which case you acknowledge that arbitration is not an adequate remedy at law and that injunctive or other appropriate relief may be sought by the Contest Entities and/or the applicable third party(ies). You and we acknowledge that these Official Rules affect interstate commerce and that the Federal Arbitration Act and federal arbitration law apply to arbitrations under the Agreement (despite any other choice of law provision).

Arbitration under these Official Rules shall be conducted by JAMS. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures (pursuant to JAMS' Streamlined Arbitration Rules and Procedures). Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. An arbitrator may award on an individual basis any relief that would be available in a court, including injunctive or declaratory relief and attorneys' fees. In addition, for claims under \$75,000 as to which you provided notice and negotiated in good faith with Sponsor as required above before initiating arbitration, if the arbitrator finds that you are the prevailing party in the arbitration, you will be entitled to a recovery of reasonable attorneys' fees and costs. Except for claims determined to be frivolous, Sponsor agrees not to seek an award of attorneys' fees in arbitration even if an award is otherwise available under applicable law. As a limited exception to the agreement to arbitrate, you and we agree that you may take claims to small claims court, if your claims qualify for hearing by such court.

To the fullest extent permitted by applicable law, NO ARBITRATION OR OTHER CLAIM UNDER THIS AGREEMENT SHALL BE JOINED TO ANY OTHER ARBITRATION OR CLAIM, INCLUDING ANY ARBITRATION OR CLAIM INVOLVING ANY OTHER CURRENT OR FORMER VISITOR OF THE SITES, AND NO CLASS ARBITRATION PROCEEDINGS SHALL BE PERMITTED. In the event that this CLASS ACTION WAIVER is deemed unenforceable, then any putative class action may only proceed in a court of competent jurisdiction and not in arbitration. WE BOTH AGREE THAT, WHETHER ANY CLAIM IS IN ARBITRATION OR IN COURT, YOU AND THE CONTEST ENTITIES BOTH WAIVE ANY RIGHT TO A JURY TRIAL INVOLVING ANY CLAIMS OR DISPUTES BETWEEN US. In no event shall any claim, action or proceeding by you related

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in any way to the application or these Official Rules be instituted more than three (3) years after the cause of action arose.

16. List of Contest Prize Winners / Official Rules Requests. To receive the names of the Winners, send a stamped self-addressed envelope prior to December 1, 2018, to: Garage Kings List, Beyond Marketing Group, LLC, 2850 Red Hill Ave. Suite 225 Santa Ana, California 92705. For a copy of these Official Rules, send a legal-size, self-addressed, stamped envelope to: Garage Kings Contest Official Rules, Beyond Marketing Group, LLC, 2850 Red Hill Ave. Suite 225 Santa Ana, California 92705 prior to the end of the Entry Period. Vermont residents may omit return postage with Official Rules requests.
17. Identification of Sponsor and Producer. This Contest is sponsored by Nexen Tire USA Inc., Inc., 21073 Pathfinder Road Suite 100 Diamond Bar, California 91765 and produced by Beyond Marketing Group, LLC, 2850 Red Hill Ave. Suite 225 Santa Ana, California 92705 (Attention: Garage Kings). 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, Producer or the Contest. Any questions, comments or complaints regarding the Contest should be directed to Beyond Marketing Group at the address above.
18. Information Submitted. As a condition of entering the Contest, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Contest and to comply with applicable laws, regulations and rules. Any information entrants provide to Sponsor may be used to communicate with entrant in relation to this Contest or on a Contest Winners list.
19. Miscellaneous. The invalidity or unenforceability of any provision of these Official Rules or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Prize Acceptance Documents 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 will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official 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 Contest-related materials, privacy policy or terms of use on the Contest Website and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.