

OFFICIAL RULES

RAINGUARD WATER SEALERS 600 SWEEPSTAKES OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS PROMOTION IS INTENDED FOR PLAY IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE OR LOCATED OUTSIDE THE CONTINENTAL UNITED STATES AT THE TIME OF ENTRY.

1. **ELIGIBILITY:** The Rainguard Water Sealers 600 Sweepstakes (“Promotion”) is open to legal residents of the fifty (50) United States and the District of Columbia, who are 18 years of age or older and have a valid driver’s license at the time of entry. Employees, contractors, directors and officers of Rainguard International (“Sponsor”) , and their respective parents, subsidiaries and affiliated companies, distributors, wholesalers and retailers, and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of the Promotion (collectively “Promotion Parties”), and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household members, whether or not related, are not eligible to participate. Void outside the U.S. and where prohibited by law. Subject to all applicable federal, state and local laws and regulations.
2. **PROMOTION OVERVIEW AND PROMOTION PERIOD:** The Promotion consists of a sweepstakes with a grand prize drawing (“Grand Prize Drawing”) and a bonus drawing (“Bonus Drawing”). The Promotion begins December 6, 2017 at 5pm PST and ends May 15, 2017 at 5pm PST. Winners will be announced on Social Media May 1, 2017 at 1pm PST. Prize must be claimed by May 10, 2017 12am PST Void where prohibited. Entry Period will be updated here and on the Web Site prior. All Entries will all be entered into one Grand Prize drawing that will occur at the end of the Promotion Period.

The Web Site server’s clock is the official clock for this Promotion. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and

Sponsor's decisions, which are final and binding on all matters related to the Promotion. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook, Twitter, Google, Pinterest and LinkedIn ("Social Platforms"). You understand that you are providing your information to Sponsor and not to Social Platforms. This Promotion is subject to the terms and conditions of above mentioned Social Platforms.

3. **HOW TO ENTER THE SWEEPSTAKES GRAND PRIZE**

DRAWING: There is 1 way to earn 3 entries into Grand Prize Drawing:

- a. Standard Entry for Grand Prize Drawing: To enter, go to www.rainguard.com/racing ("Web Site") Complete and submit the Sweepstakes entry form in its entirety to receive 1 entry with (3) chances to win 1 of 3 Grand Prize's. Limit one Entry (1) per person. Any quiz questions will not be judged. Your mobile carrier's data rates may apply.
- b. Sharing Entry for Grand Prize Drawing: After submitting a Standard Entry for the Grand Prize Drawing, entrants can share the Promotion via a unique URL on their Facebook, Twitter, LinkedIn, Google+ and Pinterest accounts inviting their friends to enter the Promotion.
- c. Any form of entry other than that described herein is void. Online entrants must have a valid email address in order to enter. Should multiple users of the same email account enter the Promotion and a dispute thereafter arises regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered the entrant. "Authorized account holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution, etc.) which is responsible for assigning email addresses or the domain name associated with the submitted email address. All online entries must be received and recorded during the Promotion Period to be eligible for the drawing.

4. **Prizes**

SWEEPSTAKES GRAND PRIZE: Three (3) Grand Prize winners will win one of three (1 of 3)

Winners will receive:

- 2 tickets to either, O'Reilly 500 April 7-9, 2017, Rainguard Water Sealers 600 June 8-10, 2017 or AAA Texas 500 November 2-5, 2017
- Round trip Coach Airfare for 2 (if applicable) within the continental US
- Hotel accommodations for 2 nights
- 2 \$250.00 dollar Visa gift card for meals and transportation per person
- Pit Pass
- Access to Rainguard Water Sealers 600 VIP suite
- Estimated Winners Package \$3000-\$3500.00 Dollar Value

Grand Prize Winner must have proof of a valid U.S. driver's license from their state or place of residence in the United States and will be required. Failure to provide proof of a valid driver's license. Failure to claim Grand Prize within allotted time may result in prize forfeiture and selection of an alternate winner. Sponsor shall not be responsible for delays in delivery of the prize vehicle. All other costs not specifically stated herein as being awarded are the responsibility of the Winner.

SWEEPSTAKES BONUS PRIZE: First 1000 people to successfully complete entry form and share Sweepstakes on Facebook will receive 1 free Official Rainguard Water Sealers 600 Race Hat. Sponsor will make one (1) attempt at contacting the Bonus Drawing Prize winner. Sponsor is not responsible for undeliverable Facebook messages. Bonus Drawing Prize winner is responsible for maintaining active Facebook account status and checking Facebook messages for winner notification during Promotional Period. Unclaimed and/or lost prizes will not be awarded.

ALL PRIZES: Taxes (INCLUDING ANY INCOME TAXES) are the sole responsibility of the winners, regardless of whether prize is used in whole or in part. Winners of prizes with an ARV over \$600 will be issued an IRS 1099 form for the retail value of the prize. No substitution, cash equivalent, or transfer of a prize will be permitted, except that Sponsor reserves the right to substitute a prize (or portion thereof) of comparable or greater value, at its sole discretion or where required by law. In the event that a potential winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected randomly, even if the disqualified potential winner's name may have been publicly announced. All prize details are at Sponsor's sole discretion. Unclaimed prize will not be awarded. Odds of winning a Grand prize or Bonus

Drawing prize depend on the number of eligible entries received for the corresponding entry pool.

6. SWEEPSTAKES GRAND PRIZE

NOTIFICATION/REQUIREMENTS: Potential winners will be notified by e-mail and/or phone at Sponsor's discretion within 7 days following each Drawing Date. If potential winner fails to respond to attempted notification within five (5) days of date of attempted notification, the prize may be forfeited. Potential winner shall be required to complete, sign and return to Sponsor an Affidavit of Eligibility and a Liability/Publicity Release (unless otherwise prohibited) within seven (7) days of date of attempted notification. If a potential winner fails to complete, sign and return the Affidavit of Eligibility and Liability/Publicity Release within the required time period, is not in compliance with these Official Rules, or a prize or prize notification is returned as undeliverable, prize may be forfeited. Prizes won by an eligible entrant who is a minor in his/her state of residence will be awarded to minor's parent or legal guardian who must sign and return all required documents. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

7. ENTRANT'S PERSONAL INFORMATION: Personal information collected from Entrants is subject to the Privacy Statement found at www.rainguard.com. By entering the Promotion, you expressly agree to the terms of the Privacy Statement. If you are selected as a winner, your information may also be included in a publicly-available winners list.

8. GENERAL CONDITIONS: By accepting a prize, each winner grants Sponsor and/or their designees the right to use his/her name, biographical information, testimonial, photo and/or likeness and/or prize information or personal exposition (and/or any edited portion thereof) for advertising, publicity, promotional and other purposes in any and all media, now or hereafter devised, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law. Released Parties (as defined below) are not responsible for lost, late, incomplete, illegible, inaccurate, delayed, stolen, misdirected, undelivered or garbled 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 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 Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prizes or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to participant's' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Promotion or website, who are in violation of these Official Rules, or who act in an unsportsmanlike or disruptive manner as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion for any reason, including, but not limited to, should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, and, if terminated, at its discretion, randomly select the winners from among all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Automated entries are prohibited, and any use of automated devices will cause disqualification. Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process. Entrants may not register with multiple email addresses nor may entrants use any other device or artifice to register multiple times or as multiple registrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to enter multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's discretion.

- 9. LIMITATION OF LIABILITY:** By entering the Promotion, entrants agree that the Promotion Parties, Facebook, Inc. and their respective officers, directors, employees and agents (collectively, "Released Parties") shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death

and bodily injury, due in whole or in part, directly or indirectly, to participation in the Promotion or any Promotion related activity, or from entrant's acceptance, receipt, possession and/or use or misuse of a prize (including any travel or activity related thereto).

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

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

11. **GOVERNING LAW/JURISDICTION:** These Official Rules and the Promotion are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for

entering any judgment on an arbitration award, shall take place in the State of California, in the County of Los Angeles.

12. **SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
13. **WINNERS LIST:** For the names of the winners or copy of Official Rules, send your request to Rainguard Water Sealers 600 Sweepstakes Winners List 1201 Dove Street Suite 625 Newport Beach, CA 92660. Requests must be received by 2/2/17.
14. **SPONSOR AND ADMINISTRATOR:** Rainguard Water Sealers 1201 Dove St. Suite 625, Newport Beach, CA 92660