

**Built to Beat Giveaway #1
OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. Purchasing does not improve your chances of winning. You have equal chance to win without purchase. Built to Beat Performance giveaway is open only to legal residents of the 48 contiguous United States (excluding Alaska and Hawaii) and the District of Columbia, who are 18 years of age or older (or legal age of majority in the state in which they reside). Void in AK, HI and where prohibited.

- 1. PROMOTION PERIOD:** The Built to Beat Giveaway #1 (the "Sweepstakes") begins at 12:00:00 AM PT on September 10, 2018 and ends at 11:59:59 PM PT on February 10, 2019 (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes.
- 2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the lower 48 United States (excluding RI) and the District of Columbia, who are 18 years of age or older (or legal age of majority in the state in which they reside). Void in RI and where prohibited. Employees of Built to Beat Performance, its affiliates, subsidiaries, advertising, promotion and Internet agencies (collectively "Released Parties") and their immediate family members (spouse, parent, child, sibling, grandparent) and/or those living in the same household of each (whether related or not) are not eligible. All federal, state and local laws and regulations apply. By participating in the Sweepstakes entrants agree to be bound by the Official Rules.
- 3. HOW TO ENTER:** During the Promotion Period you will automatically receive one (1) entry into the Sweepstakes for every \$5 spent on an eligible purchase at Builttobeatperformance.com (the "Website"). The number of entries you receive will be based on the list price of your eligible purchase (excludes sales tax and shipping/handling charges), less any credits or discounts, and will NOT be rounded to the nearest \$5 (e.g., a \$34 purchase will earn 6 entries). If a purchase is returned prior to the Sweepstakes drawing, entry will be voided. Your purchase transaction must be received by 11:59:59 PM PT on February 10, 2019 to be eligible to receive entries.

To enter without making a purchase, on a plain piece of 3"x5" paper, hand write your first and last name, street address city, state, zip, date of birth (mm/dd/yyyy), e-mail address plus daytime telephone number including area code. Then, on the opposite side of your entry, in 25 words or fewer, complete the following sentence: "I want to win the Built to Beat giveaway because..." Mail your entry in a #10 business-size envelope with sufficient postage affixed, to: Built to Beat Giveaway #1, 250 SW Riverside Dr., Chehalis, WA 98532. Bulk shipments (multiple entries in one shipping package) will not be accepted and will be destroyed. Entries must be postmarked by February 9 and received by February 12, 2019. No mechanically reproduced entries or metered mail permitted. Statements contained in mail-in entries will not be judged but must be unique; Statements must not in any way reflect negatively upon Sponsor, the promotion or any other person or entity. Each mail-in entry received will count as 1 entry into the Sweepstakes provided that the mail-in entry complies with the above requirements. Mail-in entries that are not in the format specified above, that are illegible, inaccurate, incomplete, or reproduced via photocopier or otherwise will be considered null and void. Proof of submission does not constitute proof of receipt. Not responsible for lost, late, illegible, mutilated, misdirected, postage-due entries or entries not received in time for the random drawing.
- 4. RANDOM DRAWING:** A random drawing will be conducted on or about February 15, 2019 from among all eligible entries received. The random drawing will be conducted by Sponsor's representative, an independent judging organization whose decisions are final. Odds of winning will depend upon the number of eligible entries received.

5. **WINNER NOTIFICATION:** Potential winner will be notified by email, mail, and/or phone. Potential winner will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form, W-9 Tax form and, if legally permissible, a Publicity Release within 3 days (including Saturdays, Sundays and Holidays) of attempted delivery of same. Noncompliance within this time period or return of any prize/prize notification as undeliverable will result in disqualification without further notice and an alternate winner may be selected.
6. **PRIZE:** One (1) winner will receive a new, out of box, customized Matco Tools 30in Sliding 5 drawer cart valued at approximately \$1600. Prize must be picked up at a destination determined by Sponsor within thirty (30) days of notification of availability from the Sponsor. Winner will be including but not limited to any costs incurred by winner related to the acceptance, pickup/transport or use of the Prize. In the event winner is unable to take delivery of the Prize, winner will be disqualified, and an alternate winner may be selected. Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. No substitution or transfer of prize by winner permitted. The Prize is considered pre-owned and will be awarded "AS IS" without warranty by Sponsor of any kind. Winner acknowledges that Sponsor has not made nor is in any manner responsible for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize offered in this Sweepstakes, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Prize consists of only the item specifically listed as part of the prize. Winner will be responsible for any applicable federal, state and local taxes and any other expenses related to the acceptance and use of the Prize not specified herein. Winner will receive an IRS form 1099 for the value of the prize stated herein. In no event will more than the stated number of prizes be awarded.
7. **GENERAL RULES:** Entrants/winner agree to release, discharge and hold harmless Released Parties from and against any and all liability (including damages caused or claimed to be caused) arising out of participation and/or acceptance and/or use of the Prize, and agree to be bound by the Official Rules and the decisions of the Sponsor and/or Sponsor's representatives, which are final. Acceptance of prize constitutes permission for the Sponsor and its agencies to use winner's name and/or likeness for purposes of advertising, trade and publicity in all media now known or hereinafter invented without territorial or time limitations and without further compensation, including a winners list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize. **NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** Released Parties are not responsible for faulty, incorrect, undeliverable or mis transcribed phone/e-mail/internet transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the promotion. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the promotion if for any reason, the Sweepstakes is undermined by a force majeure event or if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/it's agencies, in their sole discretion. In the event of termination, a notice will be posted online and a drawing to award the Prize will be conducted from among all eligible entries received prior to termination. In the event a dispute arises regarding the identity of the entrant, entry will be deemed made by the person whose name appears on the

online order form or mail-in entry. Any damage made to the Website by an entrant will be the responsibility of the entrant and/or the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

8. **PRIVACY:** Information collected from participants is subject to Sponsor's privacy policy. Sponsor will provide the personal information provided to enter this Sweepstakes to a third-party fulfillment company only to administer the Sweepstakes and verify the winner.
9. **DISPUTES:** Except where prohibited by law, all disputes concerning this Sweepstakes will be governed by and construed in accordance with the laws of the State of California without regard to its choice of laws or conflict of law provisions. Claims may not be resolved through any form of class action.
10. **WINNERS LIST:** The name of the official winner will be posted at Builttobeatperformance.com on or about February 15, 2019 or after the winner has been verified.

SPONSOR:

Built to Beat Performance, 250 SW Riverside Dr., Chehalis, WA 98532