# MNT Imports LLC Car Giveaway #1 & #2 OFFICIAL RULES

## A PURCHASE OR PAYMENT, OR ACCEPTANCE OF A PRODUCT OFFER, WILL NOT IMPROVE YOUR CHANCES OF WINNING.

## THIS PROMOTION IS VALID ONLY IN THE 50 UNITED STATES.

BY ENTERING OR OTHERWISE PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH

ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. THIS CONTRACT REQUIRES YOU TO INDEMNIFY

AND TO RELEASE ALL CLAIMS AGAINST THE PROMOTION ENTITIES (AS DEFINED BELOW). BY ENTERING THE

SWEEPSTAKES, YOU ARE AGREEING TO MANDATORY, BINDING ARBITRATION WITH NO CLASS RELIEF, AND TO A LIMITATION OF YOUR RIGHTS AND REMEDIES, INCLUDING ANY DAMAGES THAT YOU MAY RECOVER.

1. **ELIGIBILITY**: MNT Imports LLC Giveaway #2 and #3 (the "Promotion") is open only to legal residents of the 50 United States, who are licensed drivers and legal age of majority in their jurisdiction of residence. Employees of MNT Imports LLC (the "Sponsor"), affiliates, subsidiaries, advertising, promotion partners and internet agencies, and each of their respective officers, directors, and agents (collectively "Promotion Entities") and their immediate family members (spouse, parent, child, sibling, and grandparent) and/or those living in the same household of each are not eligible. By participating in the Promotion, entrants agree to be bound by these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.

WE ARE GONNA GO LIVE ON OUR YOUTUBE CHANNEL AND INSTAGRAM.

MAKE SURE YOU ARE SUBSCRIBE AND FOLLOW US.

Instagram, Youtube, website, Tiktok, Facebook

- **2. A. PROMOTION PERIOD MK4 SUPRA:** The Promotion begins at 12:00:00 AM Eastern Time ("EST") on NOV 20th, 2023. The end day is August 31st at 12:00PM of 2024; The end day is subject to change; (We are selling a total of 4000). (the "Promotion Period"). Sponsor's computer is the official counter-keeping device for the Promotion.
- **B. PROMOTION PERIOD 3500 MEGA CAB 2019 AND HAMPTONCAMPER**: The Promotion begins at 4:00:00 PM Eastern Time ("EST") on April 5th, 2024, The end day is Nov 14th at 12:00PM of 2024; The end day is subject to change; (We are selling a total of 10,000). (the "Promotion Period"). Sponsor's computer is the official counter-keeping device for the Promotion. This giveaway has been canceled and people that have bought tickets for it will be refunded, be patient if this takes longer than

expected.

**C. PROMOTION PERIOD LAND ROVER DEFENDER 110:** The Promotion begins at 12:00:00 AM Eastern Time ("EST") on May 13th, 2024. The end day is August 15th at 6:00PM Eastern Time ("EST"Eastern Time ("EST"), 2024; The end day is subject to change; (We are selling a total of 5,000). Sponsor's computer is the official counter-keeping device for the Promotion.

#### 3. TWO WAYS TO ENTER:

A. ENTRY VIA AN ONLINE PURCHASE (Entrant's online consent to participate in the Promotion is required to enter via an online purchase.): Internet access required\*. During the Promotion Period, eligible entrants will receive 5 entries in the purchase of one of any of our products listed in the mntimports.com website (merchandise/product items\*) made online at mntimports.com (the "Website"). The number of entries you receive will be based on the total of merchandise/product items purchased (1=5 entries) (excludes discounts, sales tax, and shipping charges). If a purchase is returned prior to the drawing, entry associated with that purchase will be voided. All purchases are subject to Sponsor's return policy. Your purchase transaction must be received before the last merchandise/product items is purchase and must include your consent to be entered to be eligible to receive entries via a purchase, in this Promotion.

There are categories on <u>merchandise/product</u> items, the website mntimport.com displays what products are to obtain entries for Ferrari and what products are to obtain entries for Supra.

No limit on the number of entries received with a purchase and entrant's consent. During the Promotion Period, entrants will also have the opportunity to opt-in to receive further email communications from the Sponsor. Entrants are not required to opt-in for this service to participate in this Promotion and opting-in will not increase your chances of winning. If an Entrant chooses to opt-in, the Entrant thereby grants the Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services and products, which Entrant can unsubscribe from at any time.

\*Normal internet access, phone, and usage charges imposed by your online or phone service may apply. If you are entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.

## **B. ENTRY VIA NOT ONLINE PURCHASE NECESSARY:**

https://mntimports.com/entries-with-out-no-purchase/

4. **RANDOM DRAWING**: A random drawing to select one (1) winner will be conducted

when all the T-shirts are purchased from among all eligible purchases. The random drawing will be conducted by (the "Administrator"), an independent software organization which is gonna pick the random drawing to select one (1) winner. Odds of winning a prize will depend solely on the number of eligible entries received.

WE ARE GONNA GO LIVE ON OUR YOUTUBE CHANNEL AND INSTAGRAM.

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5. WINNER NOTIFICATION: The potential winner will be contacted by email and/or phone by the Administrator and will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form, and where lawful, a Publicity Release along with a copy of his/her valid driver's license and will be required to complete a W-9 Tax form. All completed Documents must be returned within 3 days (including Saturdays, Sundays, and Holidays) of attempted delivery of the same. Failure to return required Documents or respond to a notification within the time specified or return of any prize/prize notification as undeliverable will result in disqualification without further notice and an alternate winner will be selected. In the event a potential winner is deemed ineligible, fails to comply with the Official Rules or is unable to claim the prize as specified, the potential winner will be disqualified, and an alternate winner will be selected. Prize award is contingent on eligibility verification and potential winner completing and returning all required Documents. if Sponsor, or Administrator acting on Sponsor's behalf, is unable to determine and verify a potential winner after repeated alternate drawings, or if they fail to receive a sufficient number of entries to correspond to the number of prize(s) available to be awarded, Sponsor reserves the right to not award any or all of the prize(s).

**SCAM ALERT** - Protect yourself from scams. If you are selected as a potential winner in one of our Promotions, the sponsors (Mnt Imports LLC) will contact you via the phone number and/or the email address you provided on your order/mail-in entry form. You will NEVER be asked to provide a credit card, bank information or a payment of any kind as a condition of a prize award. Those are sure signs of Promotion scams. We do NOT use social media to contact the winner of the Promotion. Prize winnings must be reported to the IRS when filing your tax returns, and any federal or state income taxes would need to be paid by you directly to the IRS.

6. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"), PRIZE VALUE STATED IN U.S. DOLLARS (USD) FOR SUPRA: One (1) Grand Prize – a customized pre-owned car, valued at approximately \$90,000 plus \$15,000\*\*\* cash, Total prize value: \$110,000. Prize consists of only the item(s) specifically listed as part of the Prize.

PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"), PRIZE VALUE STATED IN U.S.

**DOLLARS (USD) FOR 3500 MEGACAB 2019 AND HAMPTONCAMPER:** One (1) Grand Prize – a customized pre-owned truck, valued at approximately \$100,000USD. The hampton camper, valued approximately \$60,000 USD plus \$25,000\*\*\* cash, Total prize value: \$185,000. Prize consists of only the item(s) specifically listed as part of the Prize.

Additional disclosures for the Prize: Winner will be solely responsible for any federal, state and local taxes and all fees and expenses related to acceptance of prize not specified as paid by Sponsor herein, including licensing, insurance, title and registration fees costs incurred by winner related to the acceptance, pickup/transport or use of the Prize, gasoline and vehicle maintenance, and any and all other expenses related to acceptance and use of Prize, including, but not limited to, change of transportation, incidentals, tariffs or duties, surcharges, service charges, or charges and expenses associated with travel required to pick up Prize. The value of the prize is taxable as income and the winner will receive an IRS form 1099 (or its equivalent) for the total value of the prize selected as stated herein. Winner must agree to pick up the Prize at a Sponsor-specified location in 901 N Main Ave, Erwin Tennessee within thirty (30) days of notification of availability from the Sponsor; failure to take delivery within 30 days of availability could cause the Prize to be forfeited and awarded to an alternate. Winner must possess required travel documents (e.g., a government-issued ID, passport), as applicable. Winner will be responsible for all aspects of operating the automobile prize. Winner must have a valid driver's license which permits operation of the prize vehicle in the winner's state/province of residence and evidence of legally required insurance prior to taking delivery, and may be required to provide proof of such documentation, as well as taxpayer identification Numbers, prior to being confirmed as winner.

In the event the winner is unable to take delivery of the prize, or is found to be ineligible for any reason, the winner will be disqualified, and an alternate winner may be selected. Sponsor reserves the right to provide a prize of equal or greater value (where lawful), at its sole discretion. Prize cannot be substituted, assigned, transferred or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at Sponsor's discretion. Sponsor is not responsible for any delay or cancellation of the prize delivery due to unforeseen circumstances or those outside of Sponsor's control. If the fulfilling merchant cancels the order for reasons out of Sponsor's control, and the prize cannot be delivered, no additional compensation will be provided or, if a substitute prize is provided, the difference in value between the substitute prize and the advertised prize will not be provided in cash. Prize winners bear all risk of loss, damage or theft to their prize and/or their prize check is cashed without permission after obtaining ownership and Sponsor will not replace it. Prize cannot be used in conjunction with any other promotion or offer. Only the number of prizes stated in these Official Rules is available to be won. If, by reason of a print, technical, or other error, more prizes are claimed than the number set forth in these Official Rules, prize winner(s) will be selected in accordance with the winner selection method described above from among all eligible claimants making purportedly valid claims to award the advertised number of prizes available.

All details and restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion.

WITHOUT LIMITING THE FOREGOING, WITH THE EXCEPTION OF ANY WARRANTIES PROVIDED BY THE MANUFACTURER AND/OR THE DEALER, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZE AND THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY BY SPONSOR OR ADMINISTRATOR OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. WINNER ACKNOWLEDGES THAT SPONSOR AND ADMINISTRATOR HAVE NOT MADE NOR ARE IN ANY MANNER RESPONSIBLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO ANY COMPONENT OF THE PRIZE OFFERED IN THIS PROMOTION, INCLUDING BUT NOT LIMITED TO ITS QUALITY, MECHANICAL CONDITION OR FITNESS FOR A PARTICULAR PURPOSE, AND THE PRIZE VEHICLE MAY NOT MEET SAFETY OR EMISSIONS TESTING REQUIRED IN SOME STATES, AND/OR COUNTIES/MUNICIPALITIES. WINNER IS RESPONSIBLE TO CHECK THEIR STATE/COUNTY FOR APPLICABLE EMISSIONS REQUIREMENTS AND SAFETY INSPECTION REQUIREMENTS PRIOR TO ACCEPTING THE PRIZE AND MUST USE THE PRIZE IN ACCORDANCE WITH THOSE REGULATIONS. SOME JURISDICTIONS MAY NOT ALLOW THE

LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK STATE AND LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

7. **LIMITATION OF LIABILITY AND RELEASE:** Entrants/winner agree to release, discharge and hold harmless the Promotion Entities, YouTube, and their respective affiliates, parents, subsidiaries, advertising and promotion partners and internet agencies, and each of their respective officers, directors, and agents, successors and assigns from and against any claim or cause of action or liability for any injuries, losses or damages of any kind (including but not limited to, personal injury, death, damage to property, or loss of property) arising in whole or in part, directly or indirectly, out of entry into or participation in the Promotion, or acceptance/receipt/travel to and/or from prize pick-up location, use, misuse, acceptance of, receipt of, or possession of the prize, or the use of any Promotion-related photo, video, and/or entry, or for any claims based on publicity rights, defamation or invasion of privacy. The Promotion Entities are not responsible if the Promotion cannot be administered or conducted as planned and/or any prize cannot be awarded due to cancellations, delays, or interruptions resulting or arising from acts of God, war, or terrorism, civil unrest, strikes, supply shortages, natural disasters, weather, pandemics, epidemics, compliance with any law or order of a governmental authority, or any other similar act, event

or occurrence beyond the reasonable control of the Sponsor. By participating in this Promotion, entrants agree that the Promotion Entities will not be liable for any injuries, damages, or losses of any kind, including direct, indirectly, incidental, consequential or punitive damages to persons, including death, or to property arising out of access to and use of any website associated with the Promotion or the downloading from and/or printing material downloaded from such website. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the

terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control. The Promotion Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize.

8. **PUBLICITY RELEASE**: Except where prohibited by law, acceptance of a prize constitutes permission and grant by the winner (which grant will be confirmed in writing on request) of the right and permission for the Promotion Entities and their agencies to print, publish, broadcast and use. Worldwide in any media now known or hereafter developed, including, but not limited to, the world wide web, at any times or times, winner's name and/or likeness, entry, picture, voice, likeness, opinions and biographical information (including, but not limited to, hometown and state), prize information, quotes attributable to winner, and any other elements of winner's persona for advertising, trade and promotional purposes (including the announcement of their name on television or radio broadcast), for purposes of advertising and trade without further consideration, compensation, permission or notification, publication in a winners list or in a list to be used by sponsor and its designees and its partners to re-target entrants via email or any sponsor app.

By accepting a prize, the winner understands and agrees that he/she may be videotaped, recorded and/or photographed as part of a prize award ceremony. Rights to any prize ceremony video, audio and/or photo belong solely to the Sponsor and can be used in any media throughout the world in perpetuity and in any manner at Sponsor's sole discretion, without further review, notice, approval, consideration, or compensation to the winner or any third party.

9. NOTICE - DAMAGE TO WEBSITE: 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. The Promotion Entities are not responsible for faulty, incorrect, transcribed phone/e-mail/internet transmissions, 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. The Promotion Entities assumes no responsibility for undeliverable emails 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 the user's email account to receive e-mail.

Sponsor reserves the right to cancel or modify the Promotion if for any reason, the Promotion is undermined by any event beyond the Sponsor's control, including but not limited to fire, flood, epidemic/pandemic, labor dispute or strike, act of God or public enemy, or any 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 Grand Prize will be conducted from among all eligible entries received prior to termination. The failure of the Released Parties to comply with any provision of these Official Rules due to an act of God, epidemic/pandemic, act of public enemies or any act outside of the Sponsor's control/force majeure event, will not be considered a breach of these Official Rules.

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.

10. **PRIVACY:** The Promotion Entities and their authorized agents will collect, use, and disclose the personal information you provide when you enter the Promotion for the purposes of administering the Promotion and prize fulfillment. By participating in this Promotion, Entrant consents to the collection, use, and disclosure of your personal information. Information collected from participants, including Entrant, is subject to Sponsor's Privacy Policy, available at www.mntimportsllc.com

## PLEASE READ: IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION.

11. CHOICE OF LAW/JURISDICTION AND DISPUTE RESOLUTION: DISPUTE RESOLUTION, MANDATORY ARBITRATION, AND CHOICE OF LAW/JURISDICTION: This Promotion is offered only in the 50 contiguous United States. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants or the Promotion Entities in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee. The Promotion Entities' failure to enforce any terms of these Official Rules shall not constitute a waiver of that or any other provision. By entering, Entrant agrees that whenever you have a disagreement with the Promotion Entities (individually or collectively) arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Privacy Policies, you will send a written notice to the Sponsor ("Demand"). Entrant agrees that the requirements of this Dispute Resolution Section, defined as paragraph 8 of these Official Rules ("Dispute Resolution Section"), will apply even to disagreements that may have arisen before Entrant accepted these Official Rules or the Privacy Policies. Entrants must send the Demand to the following address (the "Notice Address"): MNT Imports LLC, 1091 N Main Ave, Erwin TN 37650. Entrant agrees that Entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after Entrant sends a Demand. This informal dispute resolution is in addition to, and does not waive, excuse, or supersede any pre-suit resolution process required by state or federal law before filing suit.

If the disagreement stated in the Demand is not resolved to Entrant's satisfaction within 10 business days after it is received, and Entrant intends on taking legal action, Entrant agrees that it will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). The Promotion Entities also agree that we will submit any and all disputes with Entrant to arbitration before the Arbitrator. This arbitration provision limits the ability of Entrant and the Promotional Entities to litigate claims in court and Entrant and Promotional Entities each agree to waive their respective rights to a jury trial.

For any such filing of a demand for arbitration, Entrant must provide proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, Entrant may file its case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1. 2014, https://www.adr.org/sites/default/files/Consumer-Rules-Web 0.pdf (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution Section. Entrant agrees that the Arbitrator will have sole and exclusive jurisdiction over any and all disputes arising out of or relating to the Promotion or any disputes with the Promotion Entities including, but not limited to, disputes as to the interpretation or application of this Dispute Resolution Section or the validity of the arbitration agreement herein. The Arbitrator has authority to issue any and all remedies authorized by law, except that any requests for the remedy of public injunctive relief shall be brought in a court of competent jurisdiction. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

Entrant agrees that it will not file a class action or collective action against the Promotion Entities, and that Entrant will not participate in a class action or collective action against them. Entrant agrees that it will not join its claims to those of any other person.

Notwithstanding any other provision in the Official Rules, or the Privacy Policies, if this class action waiver is adjudicated to be invalid by a court of competent jurisdiction, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in court. Entrants irrevocably consent to the sole and exclusive jurisdiction of the state or federal courts of the State of [insert Sponsor's State] located in the county of Bluffdale, Utah for any action, suit or proceeding arising out of or relating to this Promotion. Under no circumstances does Entrant or the Promotion Entities agree to class or collective procedures in arbitration or the joinder of claims in arbitration.

The provisions of this Dispute Resolution Section shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of Entrant or the Promotion Entities relating to or arising from participation in the Promotion.

12. **SEVERABILITY:** If any term or provision of these Official Rules is found under the law to be invalid or unenforceable, then such specific term or provision shall be of no force and effect and shall be severed, and the remainder of these Official Rules shall continue in full

force and effect.

13. **WINNERS LIST AND OFFICIAL RULES:** The name of the Prize Winner will be posted on <u>mntimports.com</u> after the Grand prize winner has been verified. The Official Rules will be posted on <u>mntimportsllc.com</u> throughout the Promotion Period.

**SPONSOR:** MNT Imports LLC, 1091 N Main Ave, Erwin TN 37650. Mail-In entries will not be accepted at this address.

Manufacturer of the Prize offered is not a Sponsor or participant in this Promotion and no association or endorsement is implied.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter or YouTube.

These rules are subject to change.