

80Eighty® Dream Car Giveaway® #41 Sweepstakes
Official Rules

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Official Rules**

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. PROMOTION IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES, DISTRICT OF COLUMBIA AND CANADA (EXCLUDING QUEBEC), 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID IN PUERTO RICO, QUEBEC, AND WHERE PROHIBITED BY LAW.

PROMOTION PERIOD: The 80Eighty® Dream Car Giveaway® #41 (the “Sweepstakes”) begins at 12:01:00 a.m. Mountain Standard Time (“MST”) on December 14, 2020 and ends at 11:59:59 p.m. MST on January 31, 2021 (the “Promotion Period”).

ELIGIBILITY: Open to legal residents of the 50 United States, District of Columbia and Canada (excluding Quebec), 18 years of age or older at time of entry. Void in Puerto Rico, Quebec, U.S. Territories and where prohibited or restricted by law. Employees, board members, advisory committee members, directors, officers, or agents of 80Eighty® LLC (the “Sponsor”), Marden-Kane, Inc., (collectively the “Releasees”) their affiliates, subsidiaries, advertising and promotion agencies, or any other suppliers to Sponsor and the immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and persons living in households of each, whether or not related are ineligible. All federal, state, provincial and local laws and regulations apply.

HOW TO ENTER: There are three ways to enter:

- 1) Eligible individuals who make an online purchase on Sponsor’s website at <https://80eighty.com> will receive one (1) Sweepstakes entry for each \$1.00 spent (example: purchase \$100 of product from <https://80eighty.com> and receive 100 entries into the Sweepstakes). No limit on number of entries received with a purchase on <https://80eighty.com>.
- 2) To enter without purchase, **hand write** the following on the front of a 3x5 card, your name, address, city, state/province, zip/postal code, e-mail address, telephone number and date of birth, on the back of the card, in 20 words or more, hand write a response to the following question “How winning Dream Car Giveaway® #41 would change your life?”. Insert card in an envelope and mail to: 80Eighty® Dream Car Giveaway #41 a Custom Car + \$40,000 cash, P.O. Box 18, Riverton, Utah 84065 (each envelope must be mailed individually) – **80Eighty® mailing address must be hand written**. All mail-in entries must include all requested information (as stated above) to be considered an entry. Bulk shipments (multiple entries in one shipping package) will not be accepted, and will be destroyed. Mail-in entries must be postmarked by January 31, 2021 and received by February 4, 2021. Earn five (5) entries per postcard/envelope. No limit on number of entries received via the no purchase method of entry (mail-in entries). Requests for confirmation of receipt of mail-in entries will not be acknowledged. No photo

copies, facsimiles or reproductions of mail-in entry will be accepted. Sponsor is not responsible for late, lost, damaged, stolen, incomplete, illegible, postage due, or misdirected entries. Proof of mailing does not constitute proof of delivery. Purchasers of 80Eighty® gift cards receive entries into the Sweepstakes (for every \$1.00 Gift Card increment, earn one (1) entry). Purchases made using an 80Eighty® Gift Card will not receive an entry. Any amount spent by purchaser **over** the Gift Card value will receive an entry based on the purchased item (example: purchase \$100 of product using a \$50 80Eighty Gift Card and receive 50 entries into the Sweepstakes).

- 3) Eligible individuals who register for an 80Eighty® monthly TOP FAN SUBSCRIPTION online at <https://80eighty.com>, and agree to an automatic monthly payment of one (1) of the TOP FAN SUBSCRIPTIONS will earn Sweepstakes entries. Choice of a \$30 subscription (earn 60 Sweepstakes entries – average merchandise total value is \$45), a \$50 subscription (earn 100 Sweepstakes entries – average merchandise total value is \$75), or a \$100 subscription (earn 200 Sweepstakes entries – average merchandise total value is \$150). Based on the level of the subscription, receive a choice from Sponsor predetermined merchandise (merchandise choices change monthly). Note; Subscription merchandise does not earn Sweepstakes entries, the Subscription earns the entries. Merchandise received from the Top Fan Subscription program cannot be returned, exchanges only. Limit one (1) Subscription per eligible consumer. Subscriptions may be terminated at any time upon request. Sweepstakes entries may be void if Subscription is canceled prior to receipt of monthly merchandise selection. See Subscription details and how to register for a Subscription online at <https://80eighty.com>.

To earn Sweepstakes entries without joining the Top Fan Subscription, follow the directions for mail-in entries as stated above with the words 'TOP FAN SUBSCRIPTION' hand written in the bottom left hand side of the front of the envelope. Earn ten (10) entries per postcard/envelope received with the words 'Top Fan Subscription'. Maximum of twenty (20) Top Fan Subscription mail-in entries per person per month (based on date received).

NOTE: IF PURCHASE INCLUDES A PROMOTIONAL DISCOUNT CODE, EARNED ENTRIES WILL BE ADJUSTED (REDUCED) ACCORDINGLY.

All information must be complete to be eligible. Personal information collected from entrant is used only for the purpose of the Sweepstakes and will not be re-used, sold or shared in any manner, unless entrant agrees to receive further information on Sponsor's or prize partner's products and promotions. Use of computer programs and/or other automated devices to enter sweepstakes is prohibited.

ENTRY MULTIPLIER: Throughout the Promotion Period the Sponsor will be announcing opportunities to earn multiple entries (multiples: 2 times (2X), 3 times (3X), 4 times (4X), 5 times (5X) or 10 times (10X)) the number entries based on total purchase (excluding s&h or tax). For every \$1.00 spent, earn multiple* entries into the Sweepstakes during the specified time period. *Multiple and time frame of offer to be determined and announced by Sponsor.

During this specified time period, mail-in entries (follow directions for mail-in entries above) with the words "ENTRY MULTIPLIER" hand written in the bottom left hand side of the envelope will earn

“equivalent multiples of entries as reference above in Entry Multiplier” if their entry is postmarked on the specified date(s). If the “ENTRY MULTIPLIER” offer falls on a Sunday, the mail-in entry must be postmarked the Monday immediately following the offer.

BONUS ENTRIES: Throughout the Promotion Period the Sponsor will be announcing opportunities to earn “BONUS ENTRIES”. Earn 15 ‘bonus’ entries with a \$30 to \$49.99 purchase, 25 ‘bonus’ entries with a \$50.00 to \$99.99 purchase and 50 ‘bonus’ entries for every purchase over \$100.00.

During this specified time period, mail-in entries (follow directions for mail-in entries above) with the words “BONUS ENTRY” hand written in the bottom left hand side of the envelope will earn 10 “BONUS ENTRIES” if their entry is postmarked on the specified date(s). If the “BONUS ENTRY” offer falls on a Sunday, the mail-in entry must be postmarked the Monday immediately following the offer. Maximum of five (5) “BONUS ENTRY” envelopes per entrant.

At their discretion, 80Eighty® may offer eligible 80Eighty® entrants the opportunity to earn entries into the current 80Eighty® Exotics Sweepstakes (located at exotics.80Eighty.com). Details to be communicated at 80Eighty.com. During the specified time period, mail-in entries (follow directions for mail-in entries above) with the words “EXOTICS ENTRY” hand written in the bottom left hand side of the envelope will earn an equal number of entries if their entry is postmarked on the specified date(s). If the “EXOTICS ENTRY” offer falls on a Sunday, the mail-in entry must be postmarked the Monday immediately following the offer. Details (including maximum # of entries earned) to be communicated at 80Eighty.com. Winner will be required to follow and accept the terms of the exotics.80Eighty.com Official Rules as published.

DRAWING: A random drawing will be conducted on or about February 4, 2021, under the supervision of Marden-Kane, Inc., an independent judging organization, whose decisions are final on all matters relating to this Sweepstakes. Odds of winning a Grand Prize depend on the number of eligible entries received.

PRIZE: Grand Prize: a customized pre-owned car, approximate retail value (“ARV”) \$80,000, and \$40,000usd cash.

It is suggested (NOT REQUIRED) that the Winner use the cash towards the prize tax requirement (see prize details below).

Total approximate retail value of Grand Prize: \$120,000.

Note, Prize vehicles may not meet safety or emissions testing required in some states, provinces and counties. Winner is responsible to check their state of residence to confirm and must use vehicle in accordance with state/county/province regulations.

PRIZE DETAILS: Grand Prize Winner is responsible for registration, license, title and insurance fees and any other expenses not listed related to acceptance and use of prize and must provide a valid driver’s license and evidence of insurance (as required) prior to delivery. Vehicle to be redeemed at a location mutually agreed upon between Sponsor and Winner no later than February 28, 2021 (unless otherwise communicated by Sponsor prior to pick-up). Sponsor to assist/provide temporary documents for Winner to get vehicle to final destination if required. Winner is responsible for the following costs and fees associated with redemption of vehicle (including but not limited to gas, temporary registration, insurance, etc...). The prize is 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). Failure to take delivery on date indicated above could cause prize to be forfeited and awarded to an alternate. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor.

Prize Winner is responsible for the payment of taxes on their prize (including Grand Prize tax offset) and for any other costs and expenses associated with the acceptance and use of the prize. Sponsor reserves the right to substitute prize of equal or greater value at any time during the duration of the Sweepstakes.

GENERAL RULES: Potential Winner will be notified by email, followed by a phone call, on or about February 4, 2021. Potential Winner (or parent/legal guardian if Winner is a minor) will be required to sign and return an Affidavit of Eligibility /Publicity and Liability Release, and W9 (where legal and where required) within 24 hours of notification attempt or prize will be forfeited and an alternate Winner determined at random from among all eligible entries. If any potential Prize Winner is deemed a minor in his/her state or province of residence, prize will be awarded in the name of the Winner's parent or legal guardian. If the potential Winner does not return the required documents within the stated timeframe, the corresponding Winner will be disqualified and an alternate Winner will be selected. Should the potential Winner (or any other alternate potential Winner) decide to decline the prize for any reason whatsoever, Sponsor shall have no further obligation to that potential Winner, and an alternate potential Winner will be selected, if time permits. Taxes related to the prize are the sole responsibility of the Winner. Acceptance of a prize constitutes permission to the Sponsor and its agencies to use Winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. By accepting a prize, Winner agrees to hold Releasees harmless against any and all claims and liability from any accident, loss or injury occurring from this promotion or in any way related to the prize or use/misuse thereof, or while traveling to and/or from a location to obtain or use a prize. No substitution or transfer of prize allowed, except at Sponsor's sole discretion. Releasees shall not be liable for any printing or other errors or for delays in mail service. All entries become the property of Sponsor and will not be acknowledged or returned. By participating in this promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding. Any questions, comments or complaints regarding the promotion are to be directed to the Sponsor at the address below.

WAIVERS, DISCLAIMERS, RELEASES, INDEMNITY: BY ENTERING THE SWEEPSTAKES, 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 SWEEPSTAKES, 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 FIVE DOLLARS (US\$5.00), 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 FIVE DOLLARS (US\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED 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.

EACH PARTICIPANT AGREES (I) TO ABIDE BY THE TERMS OF THESE OFFICIAL RULES AND THE DECISIONS OF THE SWEEPSTAKES ENTITIES WHICH ARE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS SWEEPSTAKES, AND (II) TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS OR LIABILITY IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES OR ACCEPTANCE OR USE OF ANY PRIZE INCLUDING, WITHOUT LIMITATION, ANY ACTIVITY RELATED THERETO.

INTERNET: Releasees and any Internet access or service providers are not responsible for incorrect or inaccurate entry of entry information, human or other error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, inability to access Web sites, or damage to a user's computer system (hardware or software) due to participation in this Sweepstakes. If Sponsor determines, in their sole discretion, that there is any suspected or actual electronic tampering with the Sweepstakes or if technical difficulties compromise the integrity of the Sweepstakes or if any noncompliance with the rules has occurred, Sponsor reserves the right to void the entries at issue and/or terminate the Sweepstakes and conduct a random drawing to award the Prizes using all eligible, non-suspect entries received in the applicable drawing pool as of the promotion end date. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its end date, notice will be posted at www.80eighty.com. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor or its agents. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account" holder is the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Any online entries submitted by automated means, or third-party, will be disqualified. Entries will not be valid until received by Sponsor.

CHOICE OF LAW AND JURISDICTION: This Promotion is offered only in the United States (excluding Puerto Rico) and Canada (excluding Quebec) and is governed by the laws of the State of Utah. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of Utah located in the county of Utah for any action, suit or proceeding arising out of or relating to this Promotion.

ADDITIONAL RULES RELATED TO RESIDENTS OF CANADA: Potential Canadian Winners will be required to correctly answer a time limited mathematical skill testing question administered by mail or telephone prior to award of any prize.

WINNERS LIST: For the Winner's list, available after winner has been confirmed, visit <https://80eighty.com>.

SPONSOR: 80Eighty® LLC, 14420 S 974 W #3, Bluffdale, UT 84065.

ADMINISTRATOR: Marden-Kane, Inc., 575 Underhill Blvd, Suite 222, Syosset, NY, 11791.

Car (Prize) Manufacturer is not a Sponsor or Participant in this Sweepstakes.

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