CarbonTV-Kryptek Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

SWEEPSTAKES PERIOD: The CarbonTV - Kryptek Sweepstakes (the <u>"Sweepstakes</u>") will take place July 22, 2019 through December 31, 2019 (the "<u>Sweepstakes Period</u>"). The Sponsor's database computer is the official time-keeping device for this Sweepstakes. By entering the Sweepstakes, you accept and agree to comply with and abide by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects.

ELIGIBILITY: The Sweepstakes is open to legal residents of the United States who are at least eighteen (18) years old (or the age of majority in the applicable jurisdiction, whichever is older) at the time of entry. Employees, officers, and directors (including immediate family members (spouse, parent, child, or sibling and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Sponsor¹ and its parents, affiliated companies, subsidiaries, representatives, agents, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies and persons associated with the Sweepstakes (collectively, the "<u>Sweepstakes Entities</u>") are not eligible to participate or win the Prize. The Sweepstakes is subject to all applicable federal, state, and local laws, rules and regulations. Void where prohibited by law.

HOW TO ENTER: To enter, visit the website, www.carbontv.com (the "<u>Website</u>") and follow instructions to complete the entry process by providing the information requested. Any information you submit will be subject to the Website's privacy policy. All entries must be received during the Sweepstakes Period in order to participate. Limit one (1) entry per person, per day. Subsequent entries from the same person may be disqualified. Any attempt by a person to enter more than once may result in disqualification at the discretion of the Sponsor. No other methods of entry will be accepted.

DRAWING AND WINNER NOTIFICATION: The winner of the Sweepstakes drawing will be randomly selected by the Sweepstakes judges from all eligible entries received throughout the Sweepstakes Period. The random drawing will be conducted on or about December 31, 2019. The potential winner will be notified by telephone and/or email and/or mail using the contact information provided at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. If the potential winner does not respond within seven (7) days after the first notification attempt, or if the Prize or Prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may be disqualified and an alternate winner may be selected. If any potential winner is found to be ineligible, or if she or he has not complied with these Official Rules or declines the Prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected.

PRIZE/ODDS: One (1) prize will be awarded: 2019 Chevrolet Trail Boss customized by CarbonTV and Kryptek (ARV: \$85,000) (the "<u>Prize</u>"). Customization of the Prize is in the sole discretion of the Sponsor. No cash alternative or prize substitutions will be allowed, except in Sponsor's discretion. Sponsor may award a substitute prize of comparable or greater value if the Prize becomes unavailable for any reason.

Odds of winning will depend on the number of eligible entries received.

The winner is responsible for payment for all insurance, registration, repairs, fees, costs, and all other expenses not explicitly included in the Prize description above. The winner is responsible for the payment of all taxes. The Prize is non-transferable, non-negotiable and not redeemable for cash. No Prize substitution will be allowed, except in Sponsor's sole discretion.

GENERAL PRIZE CONDITIONS: The winner is responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with acceptance or use of any pr. The potential winner may be required to execute the Affidavit of Eligibility and Liability/Publicity Release (collectively, the "<u>Prize</u> <u>Claim Document</u>"). Failure to sign and return the Prize Claim Document when requested may result in disqualification and selection of alternate winner.

GENERAL PROVISIONS: Acceptance of the Prize constitutes winner's permission for Sponsor to use winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation except where prohibited by law. You agree that the Sweepstakes Entities (A) 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 or bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from winner's acceptance, receipt, possession and/or use or misuse of the Prize, and (B) have not made any warranty, representation or guarantee, express or implied, in fact or in law, with respect to the Prize, including, without limitation, to such Prize's quality or fitness for a particular purpose.

By entering the Sweepstakes, you release the Sweepstakes Entities from any liability whatsoever, and waive any and all causes of actions related to any claims, costs, injuries, losses or damages of any kind arising out of or in connection with the Sweepstakes, whether under a theory of contract, tort, warranty or other theory. The Sweepstakes Entities assume no responsibility for any damages sustained by entrants participating in the Sweepstakes. Without limiting the generality of the foregoing, the Sweepstakes Entities are not responsible for incomplete, misdirected, late, lost, or damaged entry forms or Prize notifications, or for lost, interrupted, inaccessible or unavailable networks, severs, satellites, Internet service providers, websites, or other connections, or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, cable, or telephone transmissions, or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten, or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

In the event of a dispute as to the identity of the entrant, any entry will be deemed submitted by the authorized account holder of the e-mail account from which it was sent, provided such account holder must still meet the eligibility requirements for the Sweepstakes. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the Internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes, in whole or in part, if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures, malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play, and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winners in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

Only the type and quantity of prizes described in these Official Rules will be awarded.

Chevrolet is a registered trademark of General Motors Corporation. Chevrolet is not a sponsor of this promotion.

DISPUTES: Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively in Oakland County, MI; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of you and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules.

WINNER LIST/OFFICIAL RULES: A winner list will be available after December 31, 2019. These Official Rules will be posted on the Website.

SPONSORS: CarbonTV LLC, 18000 W. 9 Mile Rd., Southfield, MI 48075 and Kryptek Outdoor Group LLC, 291 E. Shore Dr., Ste. 150, Eagle, ID 83616 (the "<u>Sponsor</u>" or "<u>Sponsors</u>").