

**GEARWRENCH VIP Racing Sweepstakes
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.

1. **Eligibility:** The GEARWRENCH VIP Racing Sweepstakes (the "Promotion") is open only to legal residents of the 50 United States and the District of Columbia (the "Territory") who have reached the legal age of majority in their state and are located in the Territory at the time of entry. Apex Tool Group, LLC ("Sponsor") SweepstakesPros ("Promotion Administrator") and their respective parent companies, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees, representatives and agents (collectively, "Promotion Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws. By participating in this Promotion, entrants agree to abide by and be bound by these Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion.
2. **Promotion Period:** The Promotion begins at 12:00 a.m. Eastern Time ("ET") on March 25, 2022 and ends at 11:59 p.m. ET on September 9, 2022 (the "Promotion Period").
3. **How to Enter:** During the Promotion Period, go to gwsweeps.com ("Website") and click on the link to locate the official entry form. Follow the on-screen directions, complete all required fields, and submit to enter (an "Online Entry") to receive one (1) entry in the Promotion. Entrants must complete all required information. **LIMIT ONE (1) ONLINE ENTRY PER PERSON/EMAIL ADDRESS.**

Share Entry. After you have entered the Promotion, you may earn an additional entry by sharing the Promotion on Facebook or Twitter (a "Share"). Click on the Facebook or Twitter share link on the Website and tweet the post from your Twitter account or share on your Facebook timeline (each a "Share Entry"). Each tweet or Facebook post must contain the hashtag #GEARWRENCHVIPRacingSweepstakes. You will receive one (1) entry in the Promotion for each person that enters the Promotion via Online Entry after clicking on the link in your Share. You will receive a Share Entry: a) only once per referred friend; b) only the first time your friend successfully enters the Promotion; c) only if your friend has not previously entered the Promotion; and d) only if your friend enters the Promotion via Online Entry immediately after clicking on the link contained in your Share. You may only refer persons with whom you have an existing personal relationship and with whom a message from you would not be considered spam. **THERE IS NO LIMIT TO THE NUMBER OF SHARE ENTRIES PER PERSON/EMAIL ADDRESS.**

By entering in the Promotion, you consent to receive email announcements from Sponsor, in accordance with its Privacy Policy, available at, http://www.apextoolgroup.com/WebShareNFS/drupal/files/Apex_Tool_Group_Privacy_Policy.pdf. You may unsubscribe from these email announcements without affecting your chances of winning this Promotion. To the maximum extent permitted by law, all entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator.

4. **Prize Drawing:** On or about September 14, 2022, in Saratoga, California, the Promotion Administrator will conduct a random drawing from among all eligible entries received during the entire Promotion Period.
5. **Prizes, Approximate Retail Value ("ARV") & Odds of Winning:**
 - a. One (1) Grand Prize: Trip for four (4) at winner's choice of one of the following race events:

1) **Drift** race event #8 at Irwindale Speedway in Irwindale, California on October 14–15, 2022

OR

2) **Stock Car** race event at Las Vegas Speedway in Las Vegas, Nevada on October 15–16, 2022

OR

3) **Drag** race event at Pomona Raceway in Pomona, California on November 12-13, 2022

Prize includes: hotel accommodations for up to three (3) nights, Round trip economy air transportation for four (4) from airport closest to winner's home to the Airport closest to race selected, shuttle transportation to/from scheduled events, \$1,000 travel voucher, VIP Experience (includes an exclusive garage access pass for four (4) people, hospitality access passes for four (4), GEARWRENCH apparel package plus an official GEARWRENCH Racing hat, lanyard, backpack, a private dinner for four (4) with the GEARWRENCH driver(s), a behind the scenes tour of the race team set-up, VIP seating to watch the racing action and photos with the team/driver plus driver-autographed memorabilia, plus \$2,500 in GEARWRENCH tools and accessories. Total ARV of Grand Prize is \$27,500.

b. Two (2) First Prizes: \$1,500 worth of GEARWRENCH tools and accessories selected by Sponsor (ARV \$1,500)

c. Three (3) Second Prizes: \$500 worth of GEARWRENCH tools and accessories selected by Sponsor (ARV \$500)

Total ARV of all Prizes is \$32,000. Prizes must be accepted as awarded. All characteristics and features of the prizes except as otherwise explicitly stated above are at the Sponsor's sole and absolute discretion. No substitution, cash redemption, sale or transfer of prizes is permitted except at Sponsor's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize (or portion thereof) with an equivalent prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prizes, are the sole responsibility of the applicable winners. Arrangements for delivery of the prizes will be made after winner validation. **LIMIT ONE (1) PRIZE PER PERSON/EMAIL ADDRESS/HOUSEHOLD.** Odds of winning a prize depend on the number of eligible entries received. Prizes will be awarded only to addresses within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor's discretion, prizes that are not claimed properly in accordance with these Official Rules may not be awarded.

Grand Prize winner must be able to travel on dates as designated by Sponsor or prize will be forfeited in its entirety and an alternate winner may be randomly selected. Dates of trip, location, travel arrangements and accommodations are at Sponsor's sole discretion, and are subject to availability and change. All travel arrangements/accommodations at Sponsor's sole discretion. If, in the sole judgment of the Sponsor, air travel is not required due to winner's proximity to prize location, air travel will not be provided. All travel expenses not specifically listed, including but not limited to, transportation between winner's home and major closest airport (as determined by Sponsor), ground transportation, meals, incidentals, gratuities, airline fees, fuel, surcharges (including NAV surcharges), airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are winner's responsibility and must be paid by winner with a credit card at the time of booking, where applicable. Winner and travel companions must travel on the same itinerary and must comply with all security requirements. If the winner's travel companion is a minor in his/her state of residence, he/she must be accompanied by a parent/legal guardian. Winner's travel companion (or travel companion's parent/legal guardian if travel companion is a minor) must sign and return a liability/publicity release as a condition of travel. Actual value of prizes including travel will depend on point of departure and airfare fluctuations. Any difference between stated value and actual value will not be awarded. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Sponsor is not responsible or liable for war, civil strife, weather, pandemics, acts of God, terrorism or other circumstance that may affect the trip prize. Sponsor will not replace any lost,

mutilated, or stolen tickets, travel vouchers or certificates. Winner is responsible for procuring adequate documentation for travel, if required, or personal travel insurance prior to departure, if desired.

6. **Entrant Verification:** In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name the entry was made. The Promotion Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator – including, without limitation, government issued photo identification) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline specified by the Promotion Administrator may result in disqualification by the Promotion Administrator, in its sole discretion.
7. **Disqualification:** Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into the Promotion's prize drawing. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the entries and the responsible entrant(s). Promotion Administrator reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.
8. **Notification & Validation of Winners:** Potential winners will each be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, tax forms, and where lawful, a publicity release within a stated amount of time. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Promotion Administrator, in its sole and absolute discretion, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner in a random drawing from among the remaining eligible entries.
9. **Limitations:** To the fullest extent permitted by applicable law, Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor or Promotion Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (ix) any human, or other error, which may occur in the promotion or administration of this Promotion; or (x) cheating or fraud by any participant.
10. **Modification, Suspension and Termination:** If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, legal mandate, or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/modify, suspend and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator may

select the winners in a random drawing from among all applicable eligible, non-suspect entries received as of the time/date of termination. Thereafter, Sponsor reserves the right to accept no further entries and award no further prizes.

11. **Releases:** By participating in this Promotion, agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, that all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Promotion Parties and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the acceptance, possession, use or misuse of any prize received in this Promotion or the use of any photo, video or entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.
12. **Publicity:** Except where prohibited, participation in the Promotion constitutes each entrant's permission for the Sponsor and its agencies to use entrants' names, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
13. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at http://www.apextoolgroup.com/WebShareNFS/drupal/files/Apex_Tool_Group_Privacy_Policy.pdf. By entering this Promotion, each entrant agrees that the Sponsor, its agents and/or representatives (including the Promotion Administrator) may store, share and use the personal information he/she submitted with his/her entry for the purpose of administering the Promotion and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law.
14. **Choice of Law, Jurisdiction and Notice:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. By entering, entrants irrevocably consent to the exclusive jurisdiction of the federal and state courts located within the county of Santa Clara, California for any action, suit or proceeding arising out of or relating to this Promotion. These Official Rules are protected by U.S. and International copyright laws. Reproduction and distribution of these Official Rules without written permission from the Promotion Administrator is prohibited. Copr. 2022 Promotion Administrator.
15. **Severability & Conflicts:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Promotion Administrator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
16. **Winners' List:** To view the winners' list for this Promotion, please visit certified.promotrust.com/ApexTools/GEARWRENCHampionSweepstakes/Winners. The winners' list will be available after winner validation has been completed.
17. **Third Party Rights:** All trademarks used herein are the property of their respective owners. Manufacturers of the prizes offered in this Promotion do not sponsor or endorse this Promotion and

are not affiliated with the Sponsor or Promotion Administrator in any way. This Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter. You understand that you are providing your information to Sponsor and not to Facebook or Twitter.

18. **Sponsor:** Apex Tool Group, LLC, Spark, Maryland.

19. **Promotion Administrator:** The Promotion is administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070.