## Honor Bound USA S90 Car 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 Honor Bound USA S90 Car Sweepstakes (the "Promotion") is open only to legal residents of the 48 contiguous United States (excluding New York, Alaska and Hawaii), the District of Columbia and Canada (excluding Quebec) (the "Territory") who have reached the legal age of majority in their state/province/territory of residence, are located in the Territory at the time of entry and are not otherwise prohibited from entry as set forth herein. CD Solutions, Inc. ("Sponsor"), FrankSpeech, 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/provincial/territorial, municipal and local laws and is void outside the Territory and where prohibited by law. 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. Mountain Time ("MT") on May 24, 2024 and ends at 11:59 p.m. MT on July 15, 2024 (the "Promotion Period").
- 3. How to Enter:
  - a. **Loyalty Point Entry**: During the Promotion Period, you may redeem loyalty points earned at <u>www.honorboundusa.com</u> to receive one (1) entry in the Promotion for each 1 loyalty point redeemed (each a "Loyalty Point Entry").
  - b. Purchase Entry: During the Promotion Period, visit the <u>www.honorboundusa.com</u> or <u>www.FSGiveaway.com</u> (the "Websites") and purchase one or more products from the Website to receive one (1) entry in the Promotion for each \$1 spent (not including tax or shipping) (each a "Purchase Entry").
  - c. **Special Offer Entry:** During the Promotion Period, you may earn "Special Offer Entries" for purchasing the following merchandise on the Websites. These Special Offer Entries are earned in addition to the Purchase Entries received for purchasing the following merchandise ("Special Offer Products"):
    - i. Earn 10,000 Special Offer Entries for each purchase of one (1) 5 Coin Set Acrylic Display.
    - ii. Earn 10,000 Special Offer Entries for each purchase of one (1) 5 Coin Set in Velvet Box.
    - iii. Earn 1,000 Special Offer Entries for each purchase of one (1) Single Coin.
    - iv. Earn 2,000 Special Offer Entries for each purchase of Two (2) single Coins.
    - v. Earn 2,000 Special Offer Entries for each purchase of Battle Ax Signed.
    - vi. Earn 200 Special Offer Entries for each purchase of one (1) License Plate Frame.

- d. Action Entry: During the Promotion Period, entrants may earn additional "Action Entries" by visiting <u>https://honorboundusa.com/action-entry</u> and following the instructions provided to complete one or more of the following actions (each an "Action"):
  - i. Create a free FrankSpeech.com account to earn 5 entries. Please note that you must agree to comply with the FrankSpeach terms <u>https://frankspeech.com/terms</u> to create an account. YOU MUST HAVE AND MAINTAIN A FRANKSPEECH.COM ACCOUNT THROUGH JULY 22, 2024 IN ORDER TO RECEIVE ACTION ENTRIES.
  - ii. Subscribe to FrankSpeech TV Channel to earn 5 entries.
  - iii. Subscribe to Conservative Daily Podcast to earn 5 entries.
  - iv. Comment on a FrankSpeech Video/Livestream and include the hashtag #HonorBoundSweepstakes in your comment to earn 25 entries.
  - v. Watch the Let My People Go (LMPG) Trailer to earn 5 entries.
  - vi. Follow Conservative Daily on X to earn 5 entries. To receive these entries, entrant must have his/her own individual X account and agree to comply with the X terms at <a href="https://twitter.com/en/tos">https://twitter.com/en/tos</a>.
  - vii. Follow Conservative Daily on Rumble to earn 5 entries. To receive these entries, entrant must have his/her own individual Rumble account and agree to comply with the Rumble terms at <a href="https://rumble.com/s/terms">https://rumble.com/s/terms</a>.
  - viii. Achievement completion bonus when you complete all the above Actions (i) though (viii) you will earn an additional 145 entries.

LIMIT ONE (1) ACTION PER PERSON/EMAIL ADDRESS. For Actions ii. and iii. you consent to receive announcements from FrankSpeech, in accordance with its Privacy Policy, available at <u>https://frankspeech.com/content/privacy-policy</u>. You may unsubscribe from these announcements after July 22, 2024 without affecting your chances of winning this Promotion.

- e. **Bonus Purchase Entry**: During the Promotion Period, one or more opportunities to receive "Bonus Purchase Entries" may be announced on the Website. Bonus Purchase Entries will be awarded for all purchases made on the Website or for only specific product purchases made on the Website during the specified entry dates (not including tax or shipping). The Bonus Purchase Entries, the entry dates ("Bonus Entry Periods"), the bonus amounts awarded, and either all products or the specific products to which the Bonus Purchase Entries apply will be announced on the Website. Bonus Purchase Entries are earned in lieu of entries received for Purchase Entries and Special Offer Entries. Loyalty Point Entries and Action Entries are not eligible for Bonus Purchase Entries.
- f. Mail-in Entry: To enter the Promotion by mail without making a purchase, during the Promotion Period, handprint (in the following order) your full name, complete street address, daytime telephone number, email address, and birth date on a standard 4" x 6" postcard (with no outer envelope) and mail it to: Honor Bound USA S90 Car Sweepstakes, PO Box 3772, Saratoga, CA 95070, USA (a "Mail-in Entry"). You will receive ten thousand (10,000) entries into the Promotion for each Mail-in Entry received. Mail-in Entries must be received by July 22, 2024. All Mail-in Entries must be legibly handwritten (including addressing), mailed separately with no outer envelope, and have sufficient postage. LIMIT ONE HUNDRED THOUSAND (100,000) MAIL-IN ENTRIES, WHICH IS TEN (10) MAIL-IN POSTCARDS, PER PERSON/EMAIL ADDRESS, SUBJECT TO THE MAXIMUM NUMBER OF TOTAL ENTRIES LISTED BELOW. ENTRANTS THAT SEND IN MORE THAN THE MAXIMUM NUMBER OF POSTCARDS WILL BE DISQUALIFIED.
- g. **Bonus Mail-in Entry:** To obtain bonus entries without making a purchase, handprint (in the following order) your full name, complete street address, daytime telephone number, e-mail address, and birth date on a standard 4" x 6" postcard (with no outer envelope) and mail it to: Honor Bound USA S90 Car Sweepstakes Bonus Entry, P.O. Box 3668 Saratoga, CA 95070

(a "Bonus Mail-in Entry"). You will receive twenty thousand (20,000) entries, per Bonus Mailin Entry request. Bonus Mail-in Entry requests must be postmarked during a Bonus Entry Period and received by July 22, 2024. All Bonus Mail-in Entries must be legibly handwritten (including addressing), mailed separately with no outer envelope, and have sufficient postage. LIMIT ONE HUNDRED THOUSAND (100,000) BONUS MAIL-IN ENTRIES, WHICH IS FIVE (5) BONUS MAIL-IN POSTCARDS, PER PERSON/EMAIL ADDRESS, SUBJECT TO THE MAXIMUM NUMBER OF TOTAL ENTRIES LISTED BELOW. <u>ENTRANTS THAT</u> <u>SEND IN MORE THAN THE MAXIMUM NUMBER OF POSTCARDS WILL BE</u> <u>DISQUALIFIED</u>.

Entrants must complete all required information. Purchase transactions involving account adjustment transactions/returns, declined credit or debit transactions are not eligible for entries. LIMIT ONE HUNDRED THOUSAND (100,000) ENTRIES PER PERSON/EMAIL ADDRESS FOR ALL METHODS OF ENTRY, EXCLUDING SOCIAL ENTRIES. LIMIT AN ADDITIONAL TWO HUNDRED (200) ENTRIES PER PERSON/EMAIL ADDRESS/SOCIAL ACCOUNT FOR ACTION ENTRIES. To the maximum extent permitted by law, all entries and submissions become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein.

- 4. **Prize Drawing:** On or about July 29, 2024, 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"): One (1) Grand Prize: A 2023 S90 Volvo (ARV \$71,240 USD), \$10,000 USD paid in the form of a check, and a one-way trip for the winner to Denver, Colorado, USA to pick up the prize which includes one-way air transportation from the major airport nearest winner's residence to Denver, CO, USA, and hotel accommodations for one night (ARV up to \$2,000 USD). Total ARV of Grand Prize is up to \$83,240 USD. Prize(s) must be accepted as awarded. All prize amounts are listed in United States Dollars. Prize(s) must be accepted as awarded. All characteristics and features of the prize(s) except as otherwise explicitly stated above are at the Sponsor's sole and absolute discretion. No substitution, cash redemption, sale or transfer of prize(s) 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. PRIZE(S) IS AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED. WINNER(S) OF PRIZE(S) AGREES THAT SPONSOR, AND THE PROMOTION PARTIES, HAVE NEITHER MADE NOR ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE(S). INCLUDING BUT NOT LIMITED TO ITS QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. All federal, state/provincial/territorial and local taxes, and all other costs associated with acceptance or use of the prize(s), are the sole responsibility of the applicable winner(s). You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator. Arrangements for delivery of prize(s) will be made after winner validation. Prize(s) will be awarded only to an address within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor's discretion, prize(s) that are not claimed properly in accordance with these Official Rules may not be awarded. In no event will more than the stated number of prizes be awarded.

Actual value of trip portion of the Grand Prize will depend on airfare fluctuations and point of departure and arrival destination. Any difference between stated value and actual value will not be awarded. Trip winner(s) must complete the trip by October 31, 2024 or prize may be forfeited, at Sponsor's sole discretion. Trip must be booked at least thirty (30) days prior to departure. Trip is subject to space availability and blackout dates. 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, ground transportation may be substituted for round-trip air travel, but no additional compensation will be offered. 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. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. A trip winner may also be required to provide, upon request, sufficient information to ensure that he/she is not positive for COVID-19. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. No liability or responsibility is assumed by any of the Promotion Parties resulting from or related to inability or failure of winner to travel or to participate in prize events due to illness, any quarantine requirements, or other events beyond Sponsor's control. Trip winner is responsible for procuring adequate documentation for international travel, if required, or personal travel insurance prior to departure, if desired.

All characteristics and features of the vehicle prize (including, but not limited to, color of exterior and interior and options) except as otherwise explicitly stated above are at the Sponsor's sole and absolute discretion. If required by law, winner of vehicle must be a licensed driver and will be required to provide proof of insurance at time of delivery; failure to do so may result in disqualification. Winner of vehicle prize is responsible for license, registration, insurance, transportation, import and export taxes, and other fees associated with the vehicle prize. **WINNER OF VEHICLE MUST PICK UP VEHICLE FROM A LOCATION IN COLORADO, USA DESIGNATED BY SPONSOR.** 

- 6. Odds of Winning: Odds of winning a prize depend on the number of eligible entries received.
- 7. 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 natural 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.
- 8. **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(s). 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), as determined by the Promotion Administrator in its sole and absolute discretion. 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 or who otherwise fails to comply with these Official Rules.
- 9. Notification & Validation of Winners: Potential winners, at Promotion Administrator's discretion, 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 as a condition to receive any prize. 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 and forfeiture of any prize, and the selection of an alternate winner in a random drawing from among the remaining eligible entries. Canadian residents must correctly answer a time-limited, mathematical skill-testing question (without assistance of any kind, mechanical or otherwise) in order to be eligible to win a prize. The Promotion Administrator may, in its sole discretion, provide an alternate skill-testing question or vary the requirements to perform any skill-testing component of the Promotion to accommodate and include the participation of entrants with disabilities.
- 10. 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, not 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. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, if possible.

- 11. **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, human error, legal mandate, social media mandate, pandemic, epidemic, 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/or modify, suspend and/or terminate this Promotion, including the selection of winners in a manner the Promotion Administrator deems fair and reasonable, including the selection of winners in a random drawing from among applicable eligible, non-suspect entries received prior to such modification, suspension or termination. Thereafter, the Sponsor reserves the right to accept no further entries and award no further prizes.
- 12. Releases: By participating in this Promotion, entrants 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 the Promotion Parties, Meta, X Corp, or Rumble. and their respective successors and assigns from and against any liability, loss, claim or cause of action whatsoever related to entrant's participation in this Promotion, including, but not limited to, personal injury, death, or damage to or loss of property arising out of participation in this Promotion or the acceptance, possession, use, inability to 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.
- 13. **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.
- 14. **Privacy**: The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <a href="https://honorboundusa.com/privacy-policy/">https://honorboundusa.com/privacy-policy/</a> and the FrankSpeech Privacy Policy located at <a href="https://https//https://https://https//http

entering this Promotion, you expressly consent to the transfer of your **personal information** to countries outside of your country of residence, including without limitation, the USA. As a result, your personal information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

- 15. 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, 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. 2024 Promotion Administrator.
- 16. **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.
- Winners' List: To view the winners' list for this Promotion, please visit <u>https://certified.promotrust.com/HonorBoundUSA/S90Sweeps/winners</u>. The winners' list will be available after winner validation has been completed.
- 18. 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 Meta, X Corp, or Rumble. You understand that you are providing your information to Sponsor and not to Meta, X Corp, or Rumble.
- 19. **Sponsor**: CD Solutions Inc., Greenwood Village, CO 80121, USA. Mail-in entries are not accepted at this address.
- Promotion Administrator: The Promotion is administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070, USA. Mail-in entries are not accepted at this address. All comments, questions and complaints regarding this Promotion must be directed to the Promotion Administrator only.