

**RSD15STI Giveaway  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN.  
A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

1. **Eligibility:** The RSD15STI Giveaway (the "Promotion") is open only to legal residents of the 50 United States and the District of Columbia (the "Territory") who are 18 years of age or older and located in the Territory at the time of entry. RallySport Direct, LLC. ("Sponsor"), SweepstakesPros ("Promotion Administrator") and their respective parents, 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 and agents (collectively, "Promotion Parties"), and their immediate family members and persons living in the same households of each (whether related or not) are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws and is void outside the Territory and where prohibited by law. By participating in this Promotion, entrants (and their parents or legal guardians if entrants are deemed minors in the jurisdictions in which they reside) agree to abide by and be bound by the Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion. Sponsor or Administrator may require proof of consent at any time and in any manner they deem appropriate.
2. **Promotion Period:** The Promotion begins at 12:00 noon Eastern Time ("ET") on January 9, 2018 and ends at 11:59 p.m. ET on April 10, 2018 (the "Promotion Period").
3. **How to Enter:**
  - a. **Purchase Entry:** During the Promotion Period, go to the following website: [www.Rallysportdirect.com](http://www.Rallysportdirect.com) ("Website") and purchase one or more products from the site during the Promotion Period ("Purchase Entry"). Entrants must complete all required information. RECEIVE ONE ENTRY FOR EVERY \$5 SPENT (not including shipping). Purchase Entries received from products that are returned are void.
  - b. **Mail-in Entry:** To obtain an entry without making a purchase, legibly handprint your name, street address, city, state or province, zip or postal code, telephone number, complete e-mail address on a standard 4" x 6" postcard (with no outer envelope) and mail to: RSD15STI t Giveaway, PO Box 18243, San Jose, CA 95158. Requests must be received by April 17, 2018. All mail-in entries must be legibly hand written (including addressing), mailed separately with no outer envelope and have sufficient postage. Promotion Parties assume no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged, incomplete, non-delivered or postage-due mail; or for failure or unavailability of electronic equipment, communications or Internet connections; or other errors, failures or malfunctions of any kind. RECEIVE FIFTEEN (15) ENTRIES PER MAIL IN REQUEST.

**LIMIT OF ONE HUNDRED (100) ENTRIES PER PERSON/EMAIL ADDRESS  
REGARDLESS OF METHOD OF ENTRY.**

All entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules will be void and will not be entered into the Promotion's prize drawing. Entries made by any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the responsible entrant. You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator. 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 entry was made.

4. **Grand Prize Drawing:** On or about April 24, 2018, the Promotion Administrator will conduct a random drawing from among all eligible entries received during the entire Promotion Period.
5. **Prize, Approximate Retail Value ("ARV") & Odds of Winning:** One (1) Grand prize: A (used) 2015 Subaru WRX STI (\$40,000 ARV), \$5,000 awarded in the form of a check and a one-way trip for the winner to Salt Lake City, Utah to pick up the prize. Includes one-way air transportation for the winner from the major airport nearest winner's residence to Salt Lake City, UT, and hotel accommodations for one night (ARV: up to \$1,000). Total ARV of Grand Prize: \$46,000.

Winner must complete the trip by June 30, 2018 or prize will be forfeited. 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, 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. 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.

Winner is responsible for procuring adequate documentation for travel, if required, or personal travel insurance prior to departure, if desired. Prize is non-transferable and cannot be redeemed for cash or credit, in whole or in part, for any destination. Any expenses not specified are the sole responsibility of the winner. No substitution, cash redemption or transfer of prize(s) is permitted except at Sponsor's sole discretion or as provided herein. If the prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prize(s), are the sole responsibility of the winner. Sponsor will determine all features of the vehicle including, but not limited to, color of exterior and interior. Winner of vehicle must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner of vehicle is responsible for license, registration, auto insurance, transportation, import and export taxes, and other fees associated with the prize(s). **Winner of vehicle must pick up vehicle from a location in Utah, USA, designated by Sponsor.** All prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winner of vehicle agrees that RallySport Direct, LLC., and any of 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 vehicle, including but not limited to its quality, mechanical condition, emission compliance or fitness. Arrangements for delivery of prize(s) will be made after winner validation. If a prize is won by a minor, it will be awarded in the name of the winner's parent/legal guardian. Odds of winning a prize depend on the number of eligible entries received. Prizes 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, unclaimed prizes may not be awarded.

6. **Notification & Validation of Winners:** Potential winners (and/or his/her parent/legal guardian if winner is a minor) will be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit 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 solely by the

Promotion Administrator, 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.

7. **Limitations:** Promotion Parties are not responsible for: (i) electronic or digital transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected, or not received by Sponsor or Promotion Administrator for any reason; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iii) failed or unavailable hardware, network, software or telephone transmissions; (iv) damage to entrants' or any person's computer; (v) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vi) any entries submitted in a manner that is not expressly allowed under these Official Rules (all such entries will be disqualified); (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) by any human, or other error, which may occur in this Promotion or (x) cheating or fraud by any participant. All incomplete or non-conforming entries will be disqualified.
8. **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, social media 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/or 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 eligible, non-suspect entries received as of the time/date of termination.
9. **Disqualification:** Promotion Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process, who acts in a disruptive or unfair manner, or who attempts to enter using any automatic or programmed entry method, or any entry service. CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY CORRUPT OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND/OR PROMOTION ADMINISTRATOR RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
10. **Releases:** By participating in this Promotion, entrants (and their parents/legal guardians if entrants are minors) agree (and agree to confirm in writing): (a) 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, 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; 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.

11. **Publicity:** Except where prohibited, participation in the Promotion constitutes each entrant's (and his/her parent's/legal guardian's if entrant is a minor) permission for the Sponsor and its agencies to use entrants' names, photos, voices and/or 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.
12. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <https://www.rallysportdirect.com/pages/privacy-policy>. By entering this Promotion, you (and your parent or legal guardian if you are a minor) agree to the use of your personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law. In the event there is a conflict between Sponsor's Privacy Policy and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
13. **Choice of Law and Jurisdiction:** This Promotion is offered only in the Territory 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 Davis for any action, suit or proceeding arising out of or relating to this Promotion.
14. **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.
15. **Winners' List:** To view the winners' list for this Promotion, please visit <http://certified.promotrust.com/RSD15STIGiveaway/winners>. The winners' list will be available after winner validation has been completed.
16. **Sponsor:** RallySportDirect, LLC, Salt Lake City, UT 84120. Mail-in entries are not accepted at this address.
17. **Promotion Administrator:** The Promotion is administered and judged by SweepstakesPros, P.O. Box 18404, San Jose, CA 95158. Mail-in entries are not accepted at this address.

All trademarks used herein are the property of their respective owners. Manufacturers of the prize offered in this Promotion do not sponsor or endorse this Promotion and are not affiliated with the Sponsor or Promotion Administrator in any way.

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**THE FOLLOWING IS NOT TO BE PRINTED WITH THE FULL OFFICIAL RULES**

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**Abbreviated Rules for Website / Mobile / Apps / Emails.** The following abbreviated rules are to be printed clearly and conspicuously (meaning that it must be legible without aid and printed on a contrasting background) at the bottom of the landing page, the registration pages of the promotion's site.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. The RSD15STI Giveaway is open only to legal residents of the 50 United States and the District of Columbia, 18 and older. Void elsewhere and where prohibited. Sweepstakes ends April 10, 2018. Subject to complete [Official Rules](#) [hyperlink to Official Rules].

## **Websites / Mobile / Apps**

- **How to bind entrants to official terms or rules.** In 2014 the Ninth Circuit Court of Appeals ruled that providing a hyperlink to Terms of Use alone, even if it is near the "Submit" button, is insufficient to bind consumers to such terms under contract law. Companies must provide a notice or prompt users to take an affirmative action to agree to such terms.

Therefore, in order to bind entrants to the official rules (on websites, mobile apps, etc.) you must have an express statement obtaining affirmative consent to the terms of the official rules. Our recommendation is to have a statement on the entry form (at the point where you are collecting consumers' personal information) right above the submit button with a required checkbox which binds entrants to the Official Rules and your Privacy Policy, such as:

☐ By checking the box, you are agreeing to the Official Rules and our Privacy Policy. (With the underlined words linking to the respective terms.)

or

☐ By checking this box, you confirm that you have read, understood and accept the Official Rules and Privacy Policy. (With the underlined words linking to the respective terms.)

If you cannot have a check box, the next best option is to have a statement right above the submit button on the entry form, such as:

By submitting this information you agree to be bound by the terms of the Official Rules and our Privacy Policy. (With the underlined words linking to the respective terms.)

or

By clicking on the "Next" button below, you are agreeing to the terms of the Official Rules and our Privacy Policy.

Note that all of the underlined words above should link to their respective terms. Also note that if you have Terms of Use for your website, we also recommend including these in this statement.