Official Facebook Giveaway Rules & Regulations

NO PURCHASE IS NECESSARY TO ENTER OR WIN.

- **1. Eligibility:** This Campaign is open only to those who are 18 years of age and older and reside in the US or Canada. Employees or represent-atives of 1sixty8 media, BestCarAudio.com or ARC Audio are excluded from participation.
- **2. Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of 1sixty8 media as final and binding as it relates to the content of this Campaign.
- **3. Campaign Period:** Entries will be accepted online starting June 23, 2020 on and ending August 7, 2020. All online entries must be received by 11:59pm Eastern time on August 7, 2020.
- **4. How to Enter:** The Campaign must be entered by submitting an entry using the online form provided at https://www.bestcaraudio.com/arc-audio-x2-600-4-amplifier-giveaway-june-2020 The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are in-complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of 1sixty8 media.
- **5. Prizes:** The Winner(s) of the Campaign (the "Winner") will receive one ARC Audio X2 600.4 amplifier. Value of \$659.99. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by 1sixty8 media. No cash or other prize sub-stitution shall be permitted except at 1sixty8 media's discretion.

The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for 1sixty8 media to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

- 6. Odds: The odds of winning depend on the number of eligible entries received.
- 7. Winner Selection and Notification: Winner will be selected randomly under the supervision of 1sixty8 media. Winner will be notified by email within 7 days following selection of Winner. 1sixty8 media shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information.

If Winner cannot be contacted, is ineligible, fails to claim the prize within 30 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at 1sixty8 media sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

- **8. Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that 1sixty8 media, anyone acting on behalf of 1sixty8 media, and 1sixty8 media licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.
- **9. Terms & Conditions**: 1sixty8 media reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond 1sixty8 media control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, 1sixty8 media may select the Winner from all eligible entries received prior to

and/or after (if appropriate) the action taken by 1sixty8 media. 1sixty8 media reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. 1sixty8 media has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, 1sixty8 media reserves the right to seek damages to the fullest extent permitted by law.

- **10. Limitation of Liability:** By entering, You agree to release and hold harmless 1sixty8 media and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
- 11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF PENNSYLVANIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Carbon County, Pennsylva-

nia having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

- 12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the BestCarAudio.com website.
- 13. Sponsor: The Sponsor of the Campaign is 1sixty8 media.
- 14. By entering, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.