

## **BIG SANDY SUPERSTORE OFFICIAL SWEEPSTAKES RULES**

Sponsored by Big Sandy Superstore 8375 Gallia Pike, Franklin Furnace OH 45638 (“Sponsor”)

**NO PURCHASE REQUIRED TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE THE CHANCES OF WINNING.**

**Eligibility:** Open to legal residences of in Ohio, Kentucky and West Virginia, United States, who are at least 18 years old at the time of entry. This sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.

**Exclusions from this Sweepstakes:** Employees of Sponsor and their respective parent companies, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, their immediate family members and persons living in their same household, are not eligible to participate in this Sweepstakes.

**Agreement to Official Rules:** By participating in this Sweepstakes, entrant fully and unconditionally agrees to and accepts these official sweepstakes rules (“Official Rules”), represents and warrants that entrant meets the eligibility requirements, and that the decisions of the Sponsor, which are final and binding in all matters related to this Sweepstakes. **VOID WHERE PROHIBITED.**

**Sweepstakes Period:** Entries to this Sweepstakes will be accepted starting November 1, 2019 and ending on November 19, 2019 (“Entry Period”). All entries must be received no later than 11:59 p.m. on November 19, 2019

**To Enter:**

- (a) To enter online, entrant must submit their information using the online registration form provided at <https://www.bigsandysuperstore.com/car-giveaway>. Each entrant must be the rightful owner (or have authorized use) of the e-mail address in the entrant’s entry as of date of entry. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the e-mail was opened. Entrants must provide all information requested, fill out the form in its entirety, and click on the button to submit the form to be eligible to win. Incomplete, unreadable, or unintelligible entries will be disqualified.

**Number of Entries:** Multiple entries is not permitted. The limit on the number of entries per entrant is one for this Sweepstakes. Entrant may not enter this Sweepstakes more than once by using multiple email addresses, identities, or devices. Multiple entries will be deemed an attempt to circumvent these Official Rules and may result in disqualification of entrant at the sole discretion of Sponsor.

**Prizes:** The winner of this Sweepstakes will receive a 2019 Ford Mustang Coupe valued at \$29,380. Actual and/or appraised value of this item may differ at the time the winner is selected and this Sweepstakes is finalized. The specifics of the prize shall be solely determined by Sponsor. No cash or other prize substitution shall be permitted except at Sponsor’s sole discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, any title and documentation fees shall be the sole responsibility of the winner. In the unlikely event of unavailability, Sponsor may substitute the 2019 Ford Mustang Coupe with product of equal or greater value. It shall be the sole responsibility of the winner to pick up the 2019 Ford Mustang Coupe from Sponsor with the winner solely responsible for any expenses incurred therein.

**Odds of Winning:** The odds of winning will depend on the number of eligible entries received.

**Selection of Winner:** The winner will be randomly selected from all entries that meet the requirements of the Official Rules. The winner will be selected by 11:59 p.m. on November 22, 2019. The drawing will be at Sponsor’s headquarters and conducted by independent judges whose decisions are final and binding. The winner will be notified by email and/or phone, within five (5) calendar days following selection of the winner. Sponsor is not responsible for any change of email address, phone number or physical address of entrants, or for winner’s failure

to receive notices due to spam, junk e-mail or other security settings. The winner may be required to sign and return an affidavit of eligibility and publicity liability release within five (5) calendar days of notification. If a selected winner cannot be contacted, is ineligible, fails to claim a prize within seventy-two (72) hours from the time the prize notification was sent and/or, where applicable, an affidavit of eligibility and publicity liability release is not timely received, is incomplete or modified, prize may be forfeited and an alternate winner will be selected from the remaining valid, eligible entries that were timely submitted.

**ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THIS SWEEPSTAKES, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

**Rights Granted by Entrant:** Participation in this Sweepstakes constitutes permission for Sponsor to use entrant's name, biographical information, image, voice, photograph, and likeness and other elements or attributes of entrant's persona, identity or personality for editorial, advertising and publicity purposes in any and all media and on the Internet and in perpetuity without additional compensation, notice, review, or consent, except where prohibited by law. Entrant releases and holds harmless Sponsor(s), their respective parent companies, subsidiaries, affiliates and related companies, and advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors (collectively, "Released Parties") for any liability, claims and causes of action based on defamation or violation of rights of publicity or privacy.

**Warranties by Entrant:** By entering this content, entrant represents and warrants that his or her entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If entrant's entry infringes upon the intellectual property right of another, entrant will be disqualified at the sole discretion of Sponsor. If the content of entrant's entry is claimed to constitute infringement of any proprietary or intellectual property rights of any third party, entrant shall, at entrant's sole expense, defend or settle against such claims. Entrant shall indemnify, defend, and hold harmless Released Parties from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Sponsor may incur, suffer, or be required to pay arising out of or in connection with such infringement or suspected infringement of any third party's right.

**Terms & Conditions:** Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes in the event this Sweepstakes is not capable of completion as planned, including infection by computer virus, bugs, tampering, non-authorized human intervention, fraud, technical failures of any kind, or other cause beyond Sponsor's control. In such case, Sponsor may select the winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor 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 this Sweepstakes or website or violates these Official Rules. Sponsor has the right, in its sole discretion, to maintain the integrity of this Sweepstakes, 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 these Official 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 this Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law.

**Limitation of Liability:** By entering, entrant agrees to release and hold harmless the Released 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 this Sweepstakes and/or his or 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 this Sweepstakes; (v) electronic or human error in the administration of this Sweepstakes or the processing of entries.

**Arbitration and Disputes:** As a condition of participating in this Sweepstakes, entrant agrees that (a) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other indirect damages, (b) all causes of action arising out of or relating to this Sweepstakes, shall be resolved exclusively by arbitration under the rules of the American Arbitration Association before a single arbitrator located in Ohio; and (c) 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 shall any award include attorney's fees. Disputes arising from this Sweepstakes, or any matter arising therefrom, whether direct or indirect, will be determined according to the laws of the State of Ohio, without reference to its conflict of laws principles.

**Privacy Policy:** Any personal information supplied by entrant will be subject to Sponsor's Privacy Policy posted at <https://www.bigsandysuperstore.com/return-and-privacy-policy>.

**Facebook and Instagram:** This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Facebook or Instagram, Inc. By entering this Sweepstakes, entrant agrees to release and hold harmless Facebook and Instagram, Inc., their respective parent companies, subsidiaries, affiliates and related companies for any liability, claims and causes of action arising out of or relating to this Sweepstakes.

By participating in the Sweepstakes, entrant acknowledges that he or she has affirmatively reviewed, accepted, and agreed to all of the Official Rules.