

Fitment Industries x ROWW Car Giveaway OFFICIAL RULES

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The “Fitment Industries x ROWW Car” Giveaway (the “Sweepstakes”) is intended for legal residents, 18 years or older, of the United States and shall only be construed and evaluated according to applicable U.S. law, and applicable state law. Do not enter this Sweepstakes if you are not located in the United States or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry. The Sweepstakes is sponsored by SD Wheels Corp., 3989 E. Endeavor Drive, Appleton, WI 54915.

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States of America who are at least eighteen (18) years of age or have reached the age of majority in their respective state of residence at the time of entry (the “Entrants”). Employees, officers and representatives of the Sponsor, American Sweepstakes & Promotion Co., Inc. (the “Administrator”), their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing, 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 (collectively, the “Released Parties”) are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void where prohibited or restricted by law.** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrant who is deemed the Winner (as defined below)).

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on October 1, 2021 and ends at 11:59:59 p.m. CT on December 11, 2021 (“Sweepstakes Period”). The Sponsor’s database computer is the official time-keeping device for the Sweepstakes. Two (2) methods of entry as follows:

1. **Via Online Purchase** – During the Sweepstakes Period, Entrants who make a purchase through the Sponsor’s online shop at <https://www.fitmentindustries.com/> (the “Website”) will automatically receive one (1) entry into the Sweepstakes for each five (5) whole dollars spent. The number of entries received will be based on the pre-tax amount of your eligible purchase excluding shipping/handling charges, less any discounts. Throughout the Sweepstakes Period, the Sponsor may announce Bonus Entries at the Website, and/or on its social media pages, opportunities to earn additional entries (“Bonus Entry Periods”). During the Bonus Entry Period, Entrants who make a purchase at the Website will automatically receive between ten (10) entries (defined by Sponsor) into the Sweepstakes for each five (5) whole dollars spent.

Entrants from all 50 states will receive an entry via an online purchase described above. In addition, Sponsor through its affiliate SD Wheel Corp. will donate to Reach Out Worldwide \$3.00 for each item below \$30 and \$5.00 for each specially-identified time above \$30 purchased online at <https://www.fitmentindustries.com/> during the Promotion Period by residents of all states except AL, HI, IL, MA, MS, and SC. See <https://roww.org/> for information about the charity.

2. **Via Mail** - During the Sweepstakes Period, eligible Entrants can obtain Sweepstakes entries by legible hand-printing, on a 3”x 5” card or paper, their full name, complete mailing address, phone number, date of birth, email address, and a brief description (at least 25 words) on what winning the Grand Prize would mean to you, mailing the card in a #10 business-sized envelope, with proper postage affixed, to: “Fitment Industries x ROWW Car” Giveaway, PO Box 379, Macedon, NY 14502-0379 (the “Mail-In Entry”). All entries must be postmarked by December 11, 2021 and received by December 16, 2021. Each mail-in entry received will be worth five (5) Sweepstakes entries. If a mail-in entry is postmarked during a Bonus Entry Period, it will be worth fifty (50) Sweepstakes entries defined by Sponsor at the Website. In order for bonus entries to be valid, the Entrant must write 10x on the backside of the envelope to signify what Bonus Entry Period they are entering during. If an Entrant lists a Bonus Period that is inaccurate with the postmark date, the entry will be disqualified. ****NOTE:** Mail-in entry card and envelope must be hand-printed by the Entrant only. In addition, Entrants are not permitted to use any 3rd party organization to assist with the entry process in any way (as determined by the Administrator). Each Envelope must be mailed individually. Bulk shipments of entries will not be accepted. In the event a postmark date falls on a Sunday or federal holiday, the mail-in entry must be postmarked on the following business day.

All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Released Parties are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, misdirected, postage-due entries or mail. Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address, and other information for the purpose of administering this Sweepstakes and for other purposes as set forth in our Privacy Policy, available at <https://www.fitmentindustries.com/privacy-policy/> .

NOTE: ANY FRAUDULENT ACTIVITY IN CONNECTION WITH THIS SWEEPSTAKES IS STRICTLY PROHIBITED. IT IS FRAUDULENT TO PURCHASE ITEMS TO OBTAIN ENTRIES WITH THE INTENT TO RETURN THESE ITEMS AFTER THE SWEEPSTAKES ENDS. IF THE SPONSOR IDENTIFIES OR SUSPECTS THAT YOU ARE ENGAGED IN THIS OR ANY OTHER FRAUDULENT ACTIVITY, YOU WILL BE DISQUALIFIED AND BANNED FROM ANY FURTHER SWEEPSTAKES OFFERED BY THE SPONSOR.

GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Grand Prize (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt of the Grand Prize (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT

KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

DRAWINGS AND NOTIFICATIONS: The potential Prize Winner will be selected in one (1) random drawing conducted by the Administrator. The Prize drawings will be conducted on or about December 18, 2021. Odds of winning a Prize will depend on the total number of eligible entries received throughout the Sweepstakes Period. The potential Prize Winners will be contacted by the Sponsor or Administrator via phone, email, and/or USPS mail.

PRIZES: There will be one (1) Grand Prize awarded. The Grand Prize Winner (“Winner”), upon the Administrator’s confirmation of eligibility, will receive a 2000 Honda S2000, \$30,000 (“ARV”) and \$10,000 to a total (“ARV”) of \$40,000 in value (“Grand Prize”).

Total Prize Pool \$40,000.

NOTE #1: Prize might not pass safety or emissions testing in certain states. Winner should check standards for operation of a vehicle in their state before accepting prize.

NOTE #2: The Grand Prize Winner must travel to Appleton, WI (the “Location”) to take possession of the Prize.

NOTE #3: The Grand Prize Winner understands and agrees that the phone call, video call, and in-person Prize ceremony will be videotaped/photographed. Rights to any Prize ceremony video/photo belong solely to the Sponsor and can be used in any media at their sole discretion.

Any costs associated with registration and licensing of the vehicle are the sole responsibility of the Grand Prize Winner. All other expenses not specifically mentioned herein, including but not limited to, airport taxes and fees, baggage fees, ground transportation not specifically delineated, food, beverages, additional hotel amenities or fees and gratuities, are the responsibility of the Winner. Sponsor is not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage and/or personal property. No substitution of any of the Prizes will be permitted, except by the Sponsor, who reserves the right at its sole discretion to substitute a Prize with another Prize of equal or greater value.

ADDITIONAL PRIZE CONDITIONS: By accepting the Grand Prize, the Winner agrees to release and hold harmless the Released, each of their related companies, and each

of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. The potential Prize Winner must sign and return to the Administrator, within five (5) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim the Prize. **Note: The Affidavit sent to a potential US Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Prize Winner will be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winner must note that the value of the Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize. The Winner are solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to the potential winner, if a potential Winner cannot be reached or does not comply with notification instructions within two (2) business days from the first notification attempt, if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

By accepting a Prize, where permitted by law, the Winners grants to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE.

By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Winner also acknowledges that Released Parties have neither made nor are in any manner

responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize.

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Wisconsin, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of Wisconsin; (iii) 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 will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations, and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.

WINNERS LIST REQUEST: To request confirmation of the name, city, and state of residence of the Winner, please send a self-addressed, stamped business-size envelope, by January 31, 2022 to: ASC/ “Custom Offsets Fitment Industries x ROWW Car” Winners List Request, 300 State St. Suite 402, Rochester, NY 14614.

This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Instagram, YouTube, or by any prize manufacturer, Sponsor or Entrant in this Sweepstakes with no implied endorsement.