

## **SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE OR PAYMENT OR CONSIDERATION OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.**

**1. SPONSOR:** The “Pro Tone Pedals Sweepstakes” (the “**Sweepstakes**”) is sponsored by Pro Tone Pedals., whose address is 310 Eastover Circle Summerville SC 29483 (the “**Sponsor**”). By participating in the contest, each entrant agrees to abide by these Sweepstakes Official Rules (the “**Official Rules**”), and understands that the results of the Sweepstakes are final in all respects. The Sweepstakes is subject to all federal, state and local laws and regulations and is void where prohibited by law.

**2. ELIGIBILITY:** The Sweepstakes is open to legal residents of the United States and the District of Columbia (void where prohibited) who are eighteen (18) years of age or older at the time of entry who have Internet access and a valid e-mail account prior to the beginning of the Sweepstakes Period, as hereinafter defined. Sponsor has the right to verify the eligibility of each entrant. Employees, shareholders, officers, directors, agents, representatives of the Sponsor and their immediate family members or those living in the same household are not eligible.

**3. SWEEPSTAKES PERIOD:** The Sweepstakes begins on the 1<sup>st</sup> day of each month, and ends the last calendar day of each month (“**Sweepstakes Period**”). All entries must be received within the Sweepstakes Period.

**4. ENTRY REQUIREMENTS:** Each entrant may enter the Sweepstakes through the provided link on the Pro Tone Pedals Facebook page [www.facebook.com/ProTonePedals](http://www.facebook.com/ProTonePedals).

Entrants must fill out all required fields on the entry form and participate in the Sweepstakes. ALL FORMS MUST BE FILLED OUT COMPLETELY AND TRUTHFULLY. IF ENTRANT FAILS TO COMPLETE ANY FORM, GIVES ANY FALSE INFORMATION OR FAILS TO REVEAL ANY PERTINENT INFORMATION, THE ENTRANT MAY BE DISQUALIFIED. After submitting the required information on the entry form, the entrant will receive one (1) entry into the drawing. Entries are limited to one (1) entry form per person. Entry forms in excess of one (1) per person or Facebook account will be void and disqualified. Normal internet access and usage charges imposed by the entrant’s online service provider will apply. Use of any automated entry device or software is prohibited. All entry forms become the property of Sponsor and will not be acknowledged or returned.

False or deceptive entries forms or acts will render the entrant ineligible. The entrant represents and warrants that he/she has not purchased any kind of device or Internet service in order to submit an entry form or participate in and/or enter the Sweepstakes.

**5. DETERMINATION OF GRAND PRIZE WINNER:** All eligible entries received during the Sweepstakes Period will be gathered into a database at the end of the Sweepstakes Period. A winner will be chosen at random at the draw date. The odds of winning the Sweepstakes will depend on the total number of eligible entries received. Sponsor will draw one (1) grand prize winner from the eligible entries at 12 p.m. PST on 6/01/2017 (“**Draw Date**”). The same person cannot win more than once in any other Sponsor’s sweepstakes during any twelve (12) month period. The potential prize winner will be announced on 6/05/2017, on or about noon PST.

Announcement and instructions for claiming the prize will be sent to the e-mail address supplied on the potential prize winner's entry form.

Each entrant is responsible for monitoring his/her e-mail account for prize notification and receipt or other communications related to this Sweepstakes. If a potential prize winner cannot be reached by Sponsor within fifteen (15) days from announcement using the contact information provided at the time of entry, or if the prize is returned as undeliverable, that potential prize winner shall forfeit the prize. Upon the request of Sponsor, the potential winner may be required to return an Affidavit of Eligibility, Release and Prize Acceptance Form and IRS W-9 form. If a potential winner fails to comply with these Official Rules, that potential winner will be disqualified. In such a situation, Sponsor shall select a runner-up at random from the eligible entries as the substitute winner.

**6. PRIZE:** The prize in this Sweepstakes is randomly selected every month with an approximate retail value of \$199.99. ("**Prize**") Sponsor will pay all shipping charges. In the event that Sponsor cannot award the Prize for any reason, Sponsor will award a prize of equal or greater value at its sole discretion. Sponsor shall solely determine actual prize types, brands and values.

**7. CLAIMING OF PRIZE:** Sponsor will ship the Prize to the winner upon a determination of eligibility to receive the Prize. Sponsor is not responsible for lost or mutilated Prize and will not replace the same. The Prize is non-transferable and winner must accept Prize as awarded. Sponsor will not make any refunds, cash, credit for changes or other substitution. Terms and conditions may apply in claiming the Prize. Incidental expenses and all other costs and expenses which are not specifically listed as part of the Prize in these Official Rules and which may be associated with the award, acceptance, receipt and use of all or any portion of the awarded prize are solely the responsibility of the respective prize winner. **ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE IS SOLELY THE RESPONSIBILITY OF THE WINNER.** In case any withholding tax on the Prize is imposable, Sponsor shall only ship the Prize after the potential winner remits the appropriate withholding tax amount. Acceptance of any prize shall constitute and signify the winner's agreement and consent to Sponsor's, its parents', subsidiaries' and affiliates' use of the winner's name, city, state, likeness, photos and/or prize information in any and all media now or hereafter devised worldwide, including the internet, in perpetuity without limitation and without further payment or consideration, notification or permission, except where prohibited by law.

**8. GENERAL CONDITIONS:** These rules and Sponsor's decisions shall be final and binding. If, for any reason, the Sweepstakes is not capable of proceeding as planned, due to and including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes, beyond the control of Sponsor, that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives are not responsible for any typographical or other errors in the offer or administration of the Sweepstakes, including, but not limited to, errors in any printing or posting or these Official Rules, the selection and announcement of any winner, or the distribution of any

prize. Sponsor reserves the right to disqualify and/or exclude, in its sole and absolute discretion, any entry for any reason or for no reason at all, including without limitation, violation of any portion of these rules, or tampering with or impairing the entry process, administration, security, fairness or proper play of the Sweepstakes. Sponsor will report any fraud committed in connection with this Sweepstakes to enforcement authorities. CAUTION: ANY ATTEMPT BY ENTRANT TO DAMAGE ANY WEBSITE DELIBERATELY OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, MG RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor and its respective parent, affiliate and subsidiary companies, agents, and representatives, and any telephone network or service providers, are not responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunction, lost or delayed data transmission, omission, interruption, deletion, line failure or malfunction of any telephone network, computer equipment or software, the inability to access any website or online service or any other error, human or otherwise. The entrant acknowledges that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. The State of Nevada, USA, shall have sole jurisdiction of any controversy regarding this Sweepstakes, and the laws of the State of Nevada shall prevail. Each entrant waives any and all objection to jurisdiction and venue in these courts and hereby submits to the jurisdiction of these courts.

**9. LINKS TO OTHER WEBSITES:** Sponsor does not endorse, recommend or represent any internet site. Links to other internet sites are provided for convenience only. Sponsor does not control and is not responsible for such sites or their contents. Sponsor disclaims all warranties, expressed or implied, as to the accuracy, legality, reliability or validity of any content of such sites. Sponsor assumes neither liability for damage to software or hardware arising out of access to those websites nor liability for the goods offered/purchased through those websites.

**10. INDEMNIFICATION:** BY ENTERING THE SWEEPSTAKES, EACH ENTRANT AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES, THE FACEBOOK PLATFORM, ADMINISTRATOR, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS FROM ANY LIABILITY, DAMAGES, LOSSES OR INJURY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THAT ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES AND THE ACCEPTANCE, USE OR MISUSE OF ANY PRIZE THAT MAY BE WON. SPONSOR AND ITS PARENT, AFFILIATE AND SUBSIDIARY COMPANIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PRIZE. SPONSOR AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTIONAL AGENCIES, AND ALL THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS DISCLAIM ANY LIABILITY FOR DAMAGE TO ANY COMPUTER SYSTEM RESULTING FROM ACCESS TO OR THE DOWNLOAD OF

## INFORMATION OR MATERIALS CONNECTED WITH THE SWEEPSTAKES.

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation, or transmission, communications failure, theft or destruction, or unauthorized access to, or alteration of, entries. Sponsor is not responsible for late, lost, illegible, incomplete, stolen, or misdirected entries. BY ACCEPTING ANY PRIZE, THE WINNER AGREES THAT SPONSOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND ALL OF SPONSOR'S OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, DISTRIBUTORS, AND AGENTS, WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE HELD HARMLESS BY THE WINNER FOR ANY LIABILITY FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS SWEEPSTAKES OR PARTICIPATION IN ANY CONTEST OR PRIZE RELATED ACTIVITY. Entrant agrees to defend, indemnify and hold harmless Facebook, its officers, directors, employees, affiliates, parents, subsidiaries, agents as well as third parties and service providers acting on Facebook's behalf from and against any and all claims, actions, losses, demands, liability, costs and expenses (including without limitation reasonable legal and accounting fees), arising from the conduct of the Sweepstakes.

**11. PUBLICITY AND PRIVACY:** By participating, each entrant grants Sponsor permission to communicate via Email, use his/her name, likeness or comments for publicity purposes without payment of additional consideration, except where prohibited by law. Sweepstakes may often involve a request for information or a grant of permission to share personally identifiable information. By submitting this information or participating in the promotion, Entrant gives Sponsor permission to disclose this information as stipulated in connection with Sponsor's privacy policy.