

**OPTIMA Ride Shotgun Promotion  
Official Rules**

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

**AFFIDAVIT OF ELIGIBILITY/LIABILITY/PUBLICITY RELEASE MAY BE REQUIRED.  
SPONSOR SHALL BE THE EXCLUSIVE OWNER OF ALL ENTRIES. VOID WHERE  
PROHIBITED BY LAW.-**

OPTIMA Ride Shotgun Promotion (the "Promotion") consist of a Sweepstakes (the "Sweepstakes") and a Contest (the "Contest"). Promotion begins on June 1, 2019 at 12:01 a.m. Eastern Daylight Time ("EDT") and ends on September 15, 2019 at 11:59 p.m. EDT ("Promotion Period").

**ELIGIBILITY:** Promotion is only open to legal residents of the fifty (50) United States and the District of Columbia, 18 years of age or older at the time of entry. Void where prohibited. Employees (and their immediate families (parent, child, spouse or sibling and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related) of OPTIMA Batteries. ("Sponsor") and each of their respective parents, affiliates, subsidiaries and advertising and promotion agencies are not eligible to enter or win. By participating, entrants agree to be bound by these "Official Rules" and the decisions of the judges and/or Sponsor, which are final and binding on all matters relating to this Promotion. Promotion is subject to all applicable federal, state and local laws.

**HOW TO ENTER CONTEST:** Visit [OPTIMARideshotgun.com](http://OPTIMARideshotgun.com) (hereafter, the "Contest Website") and follow the instructions to complete the entry form and select only one of the six OPTIMA Ride Shotgun Experience contest prizes you would like to win (each of the following, a "Contest Prize"):

- King of the Hammers Race
- 24 Hour of Nürburgring Race
- Rubicon Trail Event
- B.A.S.S. Tournament Event
- Pikes Peak Airstrip Attack
- Drag Race Event

Then create a video no longer than one hundred and twenty (120) seconds in length which communicates why you should be selected to Ride Shotgun with OPTIMA ("Contest Entry") and submit to receive one entry into the contest. To enter to win additional OPTIMA Ride Shotgun Experience Contest Prizes, you must complete the entry form, select a different Contest Prize and submit a video.

**HOW TO ENTER SWEEPSTAKES:** To receive one (1) Sweepstakes entry visit OPTIMARideshotgun.com (hereafter, the "Sweepstakes Website") and select the Sweepstakes and follow the instructions to complete the entry form ("Sweepstakes Entry") and submit to receive one entry into the Sweepstakes. **Limit of one (1) Sweepstakes Entry per person using only one (1) email address for the duration of the sweepstakes.**

**Entries must be received by September 15, 2019 at 11:59 p.m. EDT to be eligible.** Entries not received during the Promotion Period will not be accepted. Entries that are late, lost, stolen, misdirected, garbled, delayed or non-deliverable due to any reason whatsoever, including without limitation, delivery problems, internet connection problems, will not be accepted.

**REQUIREMENTS OF CONTEST ENTRIES:** Videos must conform to the following:

- **NO LONGER THAN ONE HUNDRED AND TWENTY (120) SECONDS IN LENGTH (Contest Entries more than one hundred and twenty (120) seconds in length will not be accepted).**
- **50MB or less in size.**
- **Submitted in MPG, MPEG, MPEG-2, MP4, WEbM, MOV or FLV format.**
- **Video resolution must be no lower than 400 x 300.**

Either a 4:3 or 16:9 aspect ratio will be accepted as long as it complies with the time, file size, format and resolution requirements set forth above.

**Once a Contest Entry is submitted, it cannot be modified in any manner by entrant. Limit of one (1) Contest Entry for each of the OPTIMA Ride Shotgun Experience Contest Prizes per promotion period per person using only one (1) email.** Each Contest Entry must contain a unique video or will not be considered. Contest Entries received from any person or email address in excess of the above stated limitation will be deemed void. Each Contest Entry will be deemed to have been submitted by one (1) entrant, regardless of the number of people who might appear in or otherwise help create a Contest Entry. In the event of any dispute concerning the identity of any entrant, the Contest Entry will be deemed submitted by the natural person who is the authorized holder of the transmitting user account. Sponsor's computer is the official time keeping device for the Promotion. Contest Entries generated by script, macro or other automated means and Contest Entries by any means which subvert the entry process, in the sole discretion of Sponsor, are void. Sharing "Contest Entry(ies)" on social channels will not increase your chance(s) of winning.

By submitting a Contest Entry, each entrant acknowledges and agrees that Sponsor may obtain many Contest Entries in connection with this Promotion and/or other

Promotions staged and/or sponsored by the Sponsor, and that such Contest Entries may be similar or identical in theme, idea, format or other respects to other Contest Entries submitted in connection with this Promotion and/or other Promotions sponsored by the Sponsor or submitted for other reasons or other materials developed by the Sponsor. Entrant waives any and all claims entrant may have had, may have, and/or may have in the future, that any Contest Entry and/or other works accepted, reviewed and/or used by the Sponsor (or its respective designees) may be similar to his/her Contest Entry, or that any compensation is due to entrant in connection with such Contest Entry or other works used by Sponsor.

By submitting a Contest Entry, each entrant agrees to grant Sponsor and its assignees the use of entrant's name, biographical information, voice, performance, photograph, Video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its assignees, without compensation (except to the extent prohibited by law) or additional consents and without prior notice, approval or inspection, and to execute specific written consent to such use if asked to do so. In addition, if any other persons appear in a Video or any part of a Contest Entry, entrant agrees that prior to submitting their Contest Entry, entrant has obtained the written consent of each such person who appears, granting Sponsor and its assignees the use of each person's name, biographical information, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its assignees, without compensation (except to the extent prohibited by law) or additional consents and without prior notice, approval or inspection, and to execute specific written consent to such use if asked to do so. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof, if requested, may result in disqualification, at Sponsor's sole discretion.

By submitting a Contest Entry, each entrant acknowledges and agrees that Sponsor reserves the right to edit or otherwise revise each Contest Entry for any reason, including without limitation, for creative reasons, for technical reasons, etc.

Entrants may not contract with, or pay for, any outside consulting firm, agency, or other service for any assistance or guidance in the creation of the Contest Entry. The Contest Entry must consist solely of the original work of the entrant. The entrants represent and warrant that the Contest Entry is suitable for display or publication; it does not contain any obscene or pornographic material, it does not depict in any way any individual under 18 years of age, does not contain any defamatory statements, it does not contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group, it does not include threats to any person, place, business or group, it does not contain any references to alcohol,

controlled substances or other unlawful activities, it does not depict or encourage dangerous or illegal activities, it does not invade the privacy or other rights of any person, firm or entity, It does not contain trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by third parties other than appropriate Sponsor's products (as referenced above), does not contain any third person's personal information, such as personal names or e-mail addresses, does not contain materials owned by third parties (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), does not contain materials embodying the names, likenesses, voices, or performances identifying any celebrities and/or other public or private figures, living or dead or the names, likenesses, voices, or performances of any individual other than entrant without their permission, does not communicate messages or images inconsistent with Sponsor's reputation, image and/or goodwill, does not violate any law or regulation; or is otherwise inappropriate, objectionable, or unsuitable for the uses contemplated in these Official Rules, as determined by Sponsor in its sole discretion.

All Contest Entries will be reviewed for content before being judged; however, such review does not relieve the entrant from responsibility for compliance with all of these Official Rules. Contest Entries that do not comply with these Official Rules or that otherwise contain prohibited, or inappropriate contents as determined by Sponsor, in its sole discretion, will be disqualified and will not be considered for any prize. Entrants that have submitted videos that were disqualified will receive an email letting them know their video was not approved. Sponsor in its sole and absolute discretion, makes the final determination as to which Contest Entries are eligible to take part in this Contest and be considered for a prize.

**JUDGING:** One (1) potential Grand Prize winner will be selected for each Contest Prize (i.e., six (6) total) in two (2) judging phases. In each phase, eligible Contest Entries for the below OPTIMA Ride Shotgun Experiences:

- King of the Hammers Race
- 24 Hour of Nürburgring Race
- Rubicon Trail Event
- B.A.S.S. Tournament Event
- Pikes Peak Airstrip Attack
- Drag Race Event

will be judged on the criteria set forth below. Contest Entries will be judged by a panel of experienced marketing and advertising professionals in both phases. Winners will be selected from all eligible Contest Entries on or about September 27, 2019.

**Phase 1:** All eligible Contest Entries received by Sponsor will be judged by the Sponsor based on the following criteria: Compelling/Authenticity - The story is conveyed in a manner which evokes emotion (25%), Contextual Relevance- The video is relevant and appropriate to the indicated prize theme (50%), Quality of Video - The submission

pieces capture the essence of the Promotion in a impactful way (25%), (the “Judging Criteria”). Subject to verification of eligibility and compliance with these Official Rules, the ten (10) Contest Entries with the highest overall scores will be deemed finalists (“Finalist Entries”) and will advance to Phase 2. In the event of a tie, the Contest Entry(ies) with the highest score in the Quality of Video criterion will be determined a Finalist Entry. Sponsor reserves the right to advance fewer than ten (10) Finalist Entries to Phase 2 if, in its sole discretion, it does not receive a sufficient number of eligible Contest Entries throughout the Promotion Period.

**Phase 2:** The Finalists Entries will be judged based on the Judging Criteria provided above by a separate panel of judges consisting of Sponsor’s representatives. The Finalist Entry with the highest score will be declared the potential Grand Prize winner. In the event of a tie, the Finalist Entry with the highest score in the Quality of Video criterion will be determined the potential winner of the applicable prize.

**RANDOM DRAWINGS:** Fifteen (15) potential Sweepstakes winners will be selected in a random drawing on September 27, 2019 from among all eligible entries received. The odds of winning depend on the number of eligible entries received.

**FINALIST NOTIFICATION AND REQUIREMENTS:** Each potential Finalist will be notified by email on or about October 11, 2019 at the email provided in his/her registration as of the date of the Entry of his/her Entry and will be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsor, all of which must be returned within five (5) days from the first attempted notification. Potential Finalists who fail to provide any of the documents or assets set forth above within five (5) Days of first attempted notification, including without limitation, affidavits, consents, will be disqualified. Return of notification as undeliverable, failure to complete and return requested documentation within the specified time period, the inability of Sponsor to contact a potential Finalist within a reasonable time period (whether due to a change in email address or otherwise) or noncompliance with these Official Rules by the potential Finalist will result in disqualification and, at Sponsor’s sole discretion, a runner-up Finalist may be selected and notified for the applicable prize. Limit of one (1) Sweepstakes and (1) Contest Prize per person.

Finalists understand and agree that Sponsor reserves the right to edit or otherwise revise each potential Finalist’s Contest Entry for any reason, including without limitation, creative reasons or technical reasons. Sponsor reserves the right to require entrant to return a signed hard-copy of any documents, consents or releases referenced herein or as may be needed, in Sponsor’s sole determination, to reflect and effectuate the rights and releases granted hereunder. If any potential Finalist is at least 18 but still considered a minor in his/her jurisdiction of residence, Sponsor reserves the right to award the prize in the name of his/her parent or legal guardian who will be responsible

for fulfilling all requirements imposed on such potential Finalist set forth herein. Sponsor reserves the right to conduct a background check of any and all records of potential Finalists, including, without limitation, civil and criminal court records and police reports, and entry in the Promotion constitutes entrant's permission for Sponsor to conduct such background check, provided that, to the extent additional authorization is necessary under law, Finalists shall authorize such check. Sponsor reserves the right (at its sole discretion) to disqualify any Finalist based on the results of the background check (e.g. for any felony conviction or crime of moral turpitude) or failure of the Finalist to properly authorize such check.

**CONTEST PRIZES:** Grand Prize (6): Each of the six (6) Grand Prize winners will receive two (2) prizes. The first consists of a three-day/two-night trip for the winner to the 2019 SEMA Show in Vegas November 6, 2019-November 8, 2019 where the Contest Prize winners will be announced. The trip will include one (1) coach-class round trip air transportation ticket on a carrier of the Prize Provider's choice to/from the nearest major US gateway of the Grand Prize winner to the Las Vegas airport, hotel accommodations consisting of one (1) room double occupancy for two (2) nights and \$500 spending cash.

Each winner will also receive the selected OPTIMA Ride Shotgun Experience from his/her Website Entry:

1. **King of the Hammers:** One winner will receive a trip to the King of Hammers in Johnson Valley, California in February 2020. The winner will receive a press pass, a meet and greet with L. Healy, a pre-race ride on the King of Hammers course. The prize will also include one (1) coach-class round trip air transportation ticket on a carrier of the Prize Provider's choice to/from the nearest major US gateway of the Grand Prize winner to the San Bernardino airport, hotel accommodations consisting of one (1) room double occupancy for three (3) nights and \$500 spending cash. **ARV of Grand Prize is \$10,000.**
2. **24 Hours of Nürburgring:** One winner will receive a trip to the 24 Hours of Nürburgring, in Nürburg, Germany in May 2020. The winner will receive a press/crew pass, a meet and greet with James Clay, and participate in a pre-race or practice run on the track. The prize will also include one (1) coach-class round trip air transportation ticket on a carrier of the Prize Provider's choice to/from the nearest major US gateway of the Grand Prize winner to the Nurnberg airport in Germany, hotel accommodations consisting of one (1) room double occupancy for three (3) nights and \$500 spending cash. **ARV of Grand Prize is \$10,000.**
3. **Rubicon Trail Event:** One winner will receive a trip to the Rubicon Trail in the Sierra Nevada Mountains in August 2020. The winner will attend a dinner with Larry McRae when they arrive and then will ride shotgun for the weekend in a Jeep starting in Georgetown, CA and ending in Lake Tahoe, NV. The prize will

also include one (1) coach-class round trip air transportation ticket on a carrier of the Prize Provider's choice to/from the nearest major US gateway of the Grand Prize winner to the Sacramento airport, hotel or camping accommodations for three (3) nights and \$500 spending cash. **ARV of Grand Prize is \$10,000.**

4. **B.A.S.S Tournament Event:** One winner will receive a trip to a B.A.S.S. Tournament Event at a TBD location in Spring or Summer 2020. The winner will get a meet and greet with Edwin Evers and will receive a press pass with exclusive access to tournament events and venues. After the Tournament, the winner will join Edwin on the water for a day of bass fishing. The prize will also include one (1) coach-class round trip air transportation ticket on a carrier of the Prize Provider's choice to/from the nearest major US gateway of the Grand Prize winner to TBD airport, hotel accommodations [consisting of one (1) room double occupancy] for three (3) nights and \$500 spending cash **ARV of Grand Prize is \$10,000.**
5. **Pikes Peak Airstrip Event:** One winner will receive a trip to Pikes Peak Airstrip Attack in Colorado Springs, CO in June 2020. The winner will receive a meet and greet with BBI Owner Betim Berisha. The winner will receive a press pass with exclusive access to the event and will get to go in the pits and go on a practice run on the course. The prize will also include one (1) coach-class round trip air transportation ticket on a carrier of the Prize Provider's choice to/from the nearest major US gateway of the Grand Prize winner to Denver or Colorado Springs airport, hotel accommodations [consisting of one (1) room double occupancy] for three (3) nights and \$500 spending cash **ARV of Grand Prize is \$10,000.**
6. **Drag Race Event:** One winner will receive a drag race in TBD location in summer 2020. The winner will receive a meet and greet with Mike Weiss and the Weistec team. The winner will get to go on a pre-race ride with Mike on the drag strip and get to spend time in the pit with the team during the event. The prize will also include one (1) coach-class round trip air transportation ticket on a carrier of the Prize Provider's choice to/from the nearest major US gateway of the Grand Prize winner to TBD airport location, hotel accommodations for three (3) nights and \$500 spending cash **ARV of Grand Prize is \$10,000.**

**ARV of all Grand Prizes is \$60,000.**

**SWEEPSTAKES PRIZES** Fifteen (15): Each winner will receive a free OPTIMA YELLOWTOP DH6 battery. **ARV of each prize is \$290. ARV of all Sweepstakes Prizes is \$4,350.**

**Approximate Retail Value ("ARV") of all prizes: \$64,350**

**PRIVACY POLICY:** Any personally identifiable information collected from entrant during participation in the Sweepstakes will be used by Sponsor to administer the Sweepstakes and in accordance with Sponsor's Privacy Policy as stated at <https://www.optimabatteries.com/en-us/privacy>.

**PRIZE CONDITIONS:** All prize details are at the sole discretion of the Sponsor. All prizes are awarded "as is" with no warranty or guarantee, either express or implied. No substitution, transfer, or cash equivalent of prize is permitted, except by Sponsor, which reserves the right to substitute a prize (or portion thereof) with one of comparable or greater value, at its sole discretion. Winners are responsible for all applicable federal, state, and local taxes, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided (such as any luggage fees, telephone calls, meals, tours and excursions, incidentals) are the sole responsibility of the winners. All prize details are at Sponsor's sole discretion. The Contest Winners will be responsible for round trip ground transportation between the Grand Prize winner's residence and the airport of origin. Flight and Air Carrier are subject to change & availability. Restrictions may apply. Sponsor and Prize Provider are not responsible if airlines change the gateways or discontinue service from a specific gateway. The Sponsor will coordinate the trip. Sponsor reserves right to change dates. Restrictions may apply.

Winners must be in good physical condition and good health. Size limitations may apply: Maximum height 6'4" / weight 300 lbs.

In the Administrator's sole discretion, a selected winner may be required to forfeit the prize and an alternate winner may be selected in accordance with these Official Rules from the remaining eligible Entries if selected winner declines or cannot accept, fails to comply with these Official Rules or cannot travel on required dates. In the event that the potential winner is disqualified for any reason, the prize may not be awarded. The maximum value of the prize set forth above represents the Sponsor's good faith determination of the maximum ARV thereof and the actual fair market value, as ultimately determined the Sponsor, cannot be challenged or appealed. Grand Prize winner will receive from the Sponsor an IRS Form 1099 (or similar) in the amount of the Prize.

**GENERAL CONDITIONS:** By participating, each entrant agrees: (a) to abide by these Official Rules, and the decisions of Sponsor and judges, which shall be final and binding in all respects relating to this Promotion; (b) to furnish Sponsor with executed copies of any documents required by Sponsor in order to be confirmed as a Finalist or prize winner, including without limitation, an affidavit of eligibility/liability/publicity release, and the written consent of any other persons that appear as part of his/her Contest Entry, as



set forth above; (c) to grant the use of his/her name, address (city and state), voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and its designees, without compensation (unless prohibited by law) or additional consents from entrant and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so; and (d) to defend, indemnify and hold harmless each of the Released Parties (as defined below) from and against any and all claims or actions arising out of or in connection with an entrant's participation in the Promotion, any breach of representation made by an entrant in connection with the Promotion, and the exercise by Sponsor of any of the rights granted by entrant in these Official Rules.

**BY PARTICIPATING EACH ENTRANT AGREES TO RELEASE AND DISCHARGE SPONSOR, ADMINISTRATOR, AND EACH OF THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND ADVERTISING AND PROMOTION AGENCIES, AND EACH OF THEIR RESPECTIVE EMPLOYEES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY, "RELEASED PARTIES") FROM ANY AND ALL INJURIES, LIABILITY, LOSSES AND DAMAGES OF ANY KIND TO PERSONS, INCLUDING DEATH, OR PROPERTY RESULTING, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ENTRANT'S PARTICIPATION IN THE PROMOTION OR ANY PROMOTION-RELATED ACTIVITY OR THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE, THE SUBSTITUTION OF ANY PRIZE IN ACCORDANCE WITH THE OFFICIAL RULES OR THE RELEASED PARTIES' USE OF ANY OF THE RIGHTS GRANTED IN THE OFFICIAL RULES.**

**MISCELLANEOUS:** Released Parties are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, undelivered, damaged, or garbled, Entries, or Videos; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, viruses, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of Entries, or Videos, the judging of Entries, the announcement of the prizes, the delay, cancellation, or failure to air any Contest Entry as part of a promotional piece for any reason, the incorrect uploading of an Contest Entry, or Video or in any Promotion-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating

in this Promotion or downloading from or use of the Website. Persons who tamper with or abuse any aspect of the Promotion or website or who are in violation of these Official Rules, as solely determined by Sponsor, will be disqualified and all associated Contest Entries will be void. Further, the Released Parties are not responsible for any additional expenses, omissions, delays or re-routing resulting from any acts of any government or authority. Also, the Released Parties are not responsible, and may disqualify an entrant, if his or her contact information does not work or if it is changed without entrant giving prior written notice to Sponsor. Released Parties are not responsible or liable to any entrant or to the winner or any person claiming through such winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, kidnapping, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, vandalism, or any other cause beyond the Released Parties' sole control. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Contest Entries, Sponsor reserves the right at its sole discretion to take any action to prevent or correct such cause, including without limitation, to block suspect computers or IP addresses, or to suspend, modify or terminate the Promotion and, if terminated, at its discretion, select the Finalist Entries from all eligible, non-suspect Contest Entries received prior to action taken or as otherwise deemed reasonable and appropriate by Sponsor. In the event of a dispute regarding Contest Entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses. **CAUTION: ANY ATTEMPT TO DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL REMEDIES AVAILABLE FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

Winners of any prize are solely responsible for all applicable federal, state, and local taxes.

**LIMITATION OF LIABILITY: BY ENTERING THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL**

**DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.**

The invalidity or unenforceability of any provision of these Official rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

**WINNER'S LIST:** For the names of the winners (available after October 11, 2019), send a self-addressed, stamped, envelope to: OPTIMA Ride Shotgun Promotion, PO Box 280267, Nashville, TN 37228 no later than November 8, 2019.

**SPONSOR:** OPTIMA Batteries, 5757 N. Green Bay Ave., P.O. Box 591, Milwaukee, WI 53201