

Octane Ink, LLC - Team Factory #1 Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT DOES NOT INCREASE THE CHANCES OF WINNING.

Promotion Period: The Octane Ink, LLC, Octane Team Factory #1 Sweepstakes begins September 8th 2018 at 12:01:00 am Central Time (CST) and ends December 26th 2018 at 11:59:59 pm CST.

1. Eligibility: Open to legal residents of the 48 Continental United States, who are **18 years of age or older** at the time of entry. The sweepstakes is only open to legal residents of the **United States** only and is void where prohibited by law. Employees of **Octane Ink, LLC** their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of **Octane Ink, LLC** as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.

3. How to Enter: There are 2 ways to enter: 1) Eligible residents of the US who make an online purchase at www.octaneinkllc.com or at any of the Octane events (example: HayDays Grass Drags 2018) during the sweepstakes period will receive one

(1) sweepstakes entry for each \$20.00 spent (example: purchase \$40 from www.octaneinkllc.com and receive 2 entries into the sweepstakes). No limit to number of entries received with purchase or at any of our events. 2) To enter without purchase, hand write the following : print your name, address, city, state, zip, email address, telephone number and date of birth on a 5x7 post card, place in a manila envelope and mail to: Octane Factory Team Sweepstakes #1, 27142 470th Ave, Tea SD, 57064. Each manila envelope must be mailed individually. Octane Factory Team must be hand written. Bulk shipments (multiple entries in one package) will not be accepted and will be shredded. Mail in entries must be post marked by October 1, 2018 and received by October 3, 2018, Earn 1 entry into the sweepstakes per postcard, No limit on number of entries received via the no purchase method of entry, (mail in entries). Requests for confirmation of receipt of mail in entry will not be acknowledged. No photo copies, facsimiles or reproductions of mail in entry will be accepted. Octane Ink, LLC is not responsible for lost, damaged, stolen, incomplete, ineligible, postage due or misdirected entries. Proof of mailing does not constitute proof of delivery.

4. Prizes: Winner will receive a **2018 Artic Cat ZR 200 with an approximate retail value of \$3,750.00 (US)**. Actual/appraised value may differ at time of prize award. The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for **Octane Ink, LLC** to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

5. Odds: The odds of winning depend on the number of eligible entries received.

6. Winner selection and notification: Winners of the Sweepstakes will be selected in

a random drawing under the supervision of the Sponsor. Winners will be notified via email to the email address they entered the Sweepstakes with within five (5) days following the winner selection. **Octane Ink, LLC** shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

7. Price Details: Winner is responsible for registration, license, title, tax and insurance fees and any other expenses not listed to related to acceptance and use of price and must provide a valid driver's license prior to pickup. Price must be picked up by winner at Sponsors address which is Octane Ink, LLC 27142 470th Ave Tea, SD 57064 no later than Jan 31st 2019 (unless otherwise communicated by sponsor prior to pick-up). Winner is responsible for all costs and fees associated with picking up price (including but not limited to airfare, gas, temporary registration, insurance, shipping fees, etc....) The price is awarded "AS IS" and without warranty from Octane Ink, LLC of any kind, excluding the factory warranty that will come with the sled. Failure to take delivery within 30 days of availability could cause prize to be forfeited and awarded to an alternate. No substitution or transfer of price permitted except at the sole discretion of the Sponsor. Price winner is responsible for the payment of taxes on the price (including tax) and for the other costs expenses associated with the acceptance and use of the prize. Sponsor reserves the right to substitute price of equal or greater value

at any time during the duration of the sweepstakes.

8. Rights Granted by you: By entering this contest you understand that **Octane Ink, LLC**, anyone acting on behalf of **Octane Ink, LLC** or its respective licensees, successors will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: Octane Ink, LLC reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, **Octane Ink, LLC** may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by **Octane Ink, LLC**. **Octane Ink, LLC** reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions.

Octane Ink, LLC has the right, in its sole discretion, to maintain the integrity of the 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 sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, **Octane Ink, LLC** reserves the right to seek damages

from any such person to the fullest extent permitted by law.

By entering the Sweepstakes you agree to receive email newsletters periodically from **Octane Ink, LLC**. You can opt-out of receiving this communication at any time by clicking the unsubscribe link in the newsletter.

10. Limitation of Liability: By entering you agree to release and hold harmless **Octane Ink, LLC** 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 sweepstakes 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 malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF **United States AND South Dakota**, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in **South Dakota** having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and 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 **Octane Ink, LLC** Web Site.

13. Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: **Octane Ink, LLC, 27142 470th Ave Tea SD 57064**. Requests must be received no later than **Jan1st 2019**.

14. Sponsor: The Sponsor of the Sweepstakes is **Octane Ink, LLC, 27142 470th Ave Tea South Dakota 57064**.