

## Sold Out Co Jet Ski Giveaway

### Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.**

**PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.**

**1.1 Point of Contact:** If you are selected as a potential winner:

- **Notifications:** We will contact you by the email address, phone number, or mailing address you provided upon entry. You will be notified

only by American Sweepstakes & Promotion Company & Sold Out Co. Ensure that any email notice from Sold Out Co has the domain "soldoutcc@myyahoo.com".

- **No Payments:** We will never ask you to pay anything to receive a prize. We will never request your bank account or credit card information.

- **Tax Forms & Releases:** You may be required to complete a U.S. tax form and provide your Social Security Number or equivalent tax identification number in your country. You may also be required to complete and notarize affidavits, declarations of eligibility, and releases.

### Still Concerned?

If you receive a notification that you are a potential winner of this sweepstakes and suspect it might be a scam, please contact us.

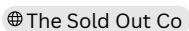
**1. 2. Eligibility:** The Sold Out Co Jet Ski Giveaway is open only to legal residents of the 50 United States who are 13 years of age or older, are located in the Territory at the time of entry and are not otherwise prohibited from entry as set forth herein. Sold Out Co, affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Giveaway and each of their respective officers, directors, employees, 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 are not eligible to participate. The Giveaway is subject to all applicable federal, state/provincial/territorial, municipal, and local laws and is void outside the U.S. and where prohibited by law. Other eligibility requirements and conditions of participation are set forth below in these official rules for the Giveaway ("Official Rules"). By participating in this Promotion, entrants agree to abide by and be bound by these Official Rules and decisions of Sold Out Co, which shall be final in all matters relating to the Giveaway.

**1.3 Minors:** If an entrant is not of the legal age of majority in the jurisdiction in which he/she resides (a "Minor"), the Minor must have the consent of a parent or legal guardian to participate in the giveaway. Sold Out Co may require proof of consent at any time and in any manner they deem appropriate. The Minor's parent or legal guardian must agree to all terms and conditions set forth in these Official Rules and confirm this agreement in writing, or the Minor will be disqualified. If a Minor is selected as a potential winner, the Minor's parent or legal guardian must sign and return all required documentation, including, where lawful, a Publicity Release, within the time frame specified. Failure to comply will result in forfeiture of all rights to the prize(s). If a prize is won by a Minor, it will be awarded in the name of the winner's parent or legal guardian.

**1.4 Giveaway Period:** The giveaway begins at 11:00 a.m. Standard Time ("PST") on November 17, 2025,

and ends at 11:59 p.m. PST on December 17, 2025 (the "Giveaway Period").

### 2. How to Enter:

**2.1.a Purchase Entry:** During the Giveaway Period, visit the Website  (the "Website") and purchase one or more products from the Website to receive one (1) entry in the Promotion for each \$5 USD spent (excluding tax and shipping) (each a "Purchase Entry").

**2.1.b Mail-in Entry:** To enter the Giveaway by mail without making a purchase, during the Giveaway Period, handprint (in the following order) your full name, complete street address, daytime telephone number, email address, and birth date on a standard 4" x 6" postcard (with no outer envelope) and mail it to: Sold Out Co Jet Ski Giveaway, PO Box #644, Gig Harbor, WA 98335 (a "Mail-in Entry"). You will receive ten (10) entries into the Giveaway for each Mail-in Entry received. Mail-in Entry requests must be postmarked during the Giveaway Period and received by December 16, 2025. If the Giveaway Period end date falls on a Sunday or federal holiday, the Mail-in Entry may be postmarked on the following day. All Mail-in Entries must be legibly handprinted (including addressing), mailed separately with no outer envelope, have sufficient postage, and require no recipient signature. LIMIT ONE HUNDRED (100) MAIL-IN ENTRIES, WHICH IS TEN (10) MAIL-IN POSTCARDS, PER PERSON/EMAIL ADDRESS, SUBJECT TO THE MAXIMUM NUMBER OF TOTAL ENTRIES LISTED BELOW. ENTRANTS THAT SEND IN MORE THAN THE MAXIMUM NUMBER OF POSTCARDS WILL BE DISQUALIFIED.

**2.2 Additional Entry Terms:** Entrants must complete all required information for each method of entry. Purchase transactions involving account adjustment transactions/returns, cancelled orders, fraudulent activity, or declined credit or debit transactions are not eligible for entries. LIMIT ONE HUNDRED (100) ENTRIES PER PERSON/EMAIL ADDRESS/MAILING ADDRESS REGARDLESS OF METHOD OF ENTRY. To the maximum extent permitted by law, all entries and submissions become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein.

**3. Prize Drawing:** On or about December 17, 2025, Sold Out Co will send American Sweepstakes & Promotion Company a complete entry database (all entries received). ASC will then *randomly* select one (1) Grand Prize Winner (selected from among all entries). The Grand Prize Winner, upon ASC's verification of eligibility, will receive a 1995 Yamaha FX1 Jet Ski (\$2,500 ARV). ASC will be responsible for the winner selection, notification, verification, affidavit collection and 1099 tax issuance.

**3.1 Prizes & Approximate Retail Value ("ARV"):** One prize will be awarded:

a. **One Grand Prize** which includes the following:

i. A used 1994 Yamaha FX1 (ARV: \$2,500)

**4. Prize Conditions.** The following conditions are applicable to all prizes. LIMIT ONE (1) PRIZE PER PERSON/EMAIL ADDRESS/HOUSEHOLD. Prizes must be accepted as awarded. All characteristics and features of the prizes except as otherwise explicitly stated above are at Sold Out Co's sole and absolute discretion. No substitution, cash redemption, sale or transfer of prizes is permitted except at Sold Out Co's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize (or portion thereof) with an equivalent prize of equal or greater value, except as otherwise provided herein. PRIZES ARE AWARDED "AS IS" WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED. WINNERS OF PRIZES AGREES THAT SPONSOR, AND THE PROMOTION PARTIES, HAVE NEITHER MADE NOR ARE RESPONSIBLE OR LIABLE FOR ANY WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE PRIZE(S), INCLUDING BUT NOT LIMITED TO ITS QUALITY, CONDITION, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. All federal, state/provincial/territorial, and local taxes, and all other costs, expenses, and other requirements associated with acceptance or use of the prizes or not listed herein as the responsibility of Sold Out Co, are the sole responsibility of the applicable winners, and, if the prize winner is a non-US resident, any applicable tax and import duty requirements. You are not a winner until your prize claim is validated and you receive official written notification from Sold Out Co or the Promotion Administrator. Arrangements for delivery of prizes will be made after winner validation. Prizes will be awarded only to an address within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor's discretion, if a prize is not claimed properly in accordance with these Official Rules it may not be awarded. In no event will more than the stated number of prizes be awarded. If due to a printing, production or other error, prize notifications are delivered to entrants in error or the number of prize notifications or claims exceeds the stated number of prizes stated in these Official Rules, the intended prizes will be awarded to those properly selected in accordance with these Official Rules or Sold Out Co may, in its sole discretion, select winners in a random drawing from among all eligible entrants or from among all persons holding verified and valid prize claims for such prizes. All prize amounts are listed in United States Dollars.

**4.1. Additional Terms for Vehicle Prize Winner:** Sold Out Co is responsible for arranging transportation of the jet ski to the winner's destination.

**5. Odds of Winning:** Odds of winning a prize depend on the number of eligible entries received.

6. **Entrant Verification:** In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the natural person in whose name the entry was made. Sold Out Co, as well as American Sweepstakes & Promotion Company reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator – including, without limitation, government issued photo identification) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline specified by the Promotion Administrator may result in disqualification by Sold Out Co, in its sole discretion.

7. **Disqualification:** Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into or be eligible to win a prize in the Giveaway prize drawing(s). Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Giveaway and may result in disqualification of the entries and the responsible entrant(s), as determined by Sold Out Co in its sole and absolute discretion. Sold Out Co reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner or who otherwise fails to comply with these Official Rules.

8. **Notification & Validation of Winners:** Potential winner, at Sold Out Co's discretion, will each be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, tax forms, and where lawful, a publicity release within a stated amount of time as a condition to receive any prize. American Sweepstakes & Promotion Company will also be contacting the winner via email. Failure to comply will result in forfeiture of all rights to the prize(s). The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by Sold Out Co, in its sole and absolute discretion, may result in disqualification and forfeiture of any prize without further notice and the selection of an alternate winner in a random drawing from among the remaining eligible entries.

9. **Limitations:** To the fullest extent permitted by applicable law, Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, not delivered, or not received by Sold Out Co for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Sold Out Co's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (ix) any human, or other error, which may occur in the promotion, administration, or execution of this Promotion; or (x) cheating or fraud by any participant. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Promotion, if possible.

10. **Modification, Suspension and Termination:** If for any reason this Giveaway cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, human error, legal mandate, social media mandate, pandemic, epidemic, or any other causes beyond the control of Sold Out Co that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Giveaway, or if this Giveaway is compromised or becomes corrupted in any way, electronically or otherwise, Sold Out Co reserves the right, in its sole discretion, to void suspect entries/entrants and/or modify, suspend and/or terminate this Giveaway, including the selection of winners in a manner Sold Out Co deems fair and reasonable, including the selection of winners in a random drawing from among all eligible, non-suspect entries received prior to such modification, suspension or termination. Thereafter, the Sponsor reserves the right to accept no further entries and award no further prizes.

**11. Limitation of Liability and Releases:** To the fullest extent permitted by applicable law, by participating in this Promotion, entrants agree (and agree to confirm in writing): (a) that all causes of action arising out of or connected with this Giveaway, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Sold Out Co, and their respective successors and assigns from and against any liability, loss, claim or cause of action whatsoever related to entrant's participation in this Giveaway, including, but not limited to, personal injury, death, or damage to or loss of property arising out of participation in this Giveaway or the acceptance, possession, use, inability to use, or misuse of any prize received in this Giveaway or the use of any photo, video or entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

**12. Privacy:** By entering this Giveaway, each entrant agrees that Sold Out Co, American Sweepstakes & Promotion Company, its agents and/or representatives may store, share and use the personal information he/she submitted with his/her entry for the purpose of administering the Giveaway and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, as permitted by law. Your personal data will be collected in the USA. By entering this Giveaway, you expressly consent to the transfer of your **personal information** to countries outside of your country of residence, including without limitation, the USA. **As a result, your personal information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions.** This section does not limit any other consent(s) that an individual may provide Sold Out Co or others in relation to the collection, use and/or disclosure of their personal information.

**13. Choice of Law, Jurisdiction & Notice:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of Sold Out Co, shall be governed by, and construed in accordance with, the laws of the State of Washington, USA without giving effect to any choice of law or conflict of law rules (whether of the State of Washington or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Washington, USA. By entering, entrants irrevocably consent to the exclusive jurisdiction of the federal and state courts located within the county of Gig Harbor, Washington USA for any action, suit or proceeding arising out of or relating to this Giveaway.

**14. Severability & Conflicts:** The invalidity, unenforceability, or illegality of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid, unenforceable, or illegal, these Official Rules shall remain in effect and be construed in accordance with their terms as if the invalid, unenforceable, or illegal provision were not contained herein. Sold Out Co's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Giveaway-related materials or made by any representative of Sold Out Co, and the terms and conditions of these Official Rules shall prevail, govern and control.

**15. Winners List:** To view who wins this Giveaway, please visit "The Giveaway Winner" tab on the website which will be available after winner validation has been completed.