

**CARSHIELD™ PRESENTS
SOARING IN THE MOUNTAINS
OFFICIAL RULES**

**LIMITED TO RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA.
VOID WHERE PROHIBITED.**

**NO PURCHASE NECESSARY. PURCHASE OR ACCEPTANCE OF
A PRODUCT OFFER WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

1. **ELIGIBILITY: The Soaring in the Mountains Giveaway** (the “Giveaway” or “Promotion”) is open only to residents of the 50 United States and the District of Columbia who are 18 years of age or older. Employees of **CarShield LLC** (the “Sponsor”), its affiliates, subsidiaries, advertising, promotion partners and internet agencies, and any other companies engaged in the development, administration, production, fulfillment or distribution of materials for this Promotion, including Marden-Kane, Inc. (the “Administrator”), and each of their respective officers, directors and agents (collectively “Released Parties”) and their immediate family members (spouse, parent, sibling, grandparent and children, regardless of where they live) and/or those living in the same household of each are not eligible. The Giveaway is void where prohibited. All federal, state and local laws and regulations apply. By participating in the Giveaway, entrants agree to be bound by these Official Rules. Receiving a prize is contingent upon fulfilling all requirements set forth herein.
2. **PROMOTION PERIOD:** The Giveaway begins on **August 1, 2023** and ends at 11:59:59 PM Central Standard Time on **August 31, 2023** (the “Promotion Period”). Sponsor’s computer is the official time-keeping device for the Giveaway.
3. **HERE’S HOW TO ENTER:** During the Promotion Period, visit www.CarShield.com/TV/Sweepstakes (the “Website”) and follow the instructions to complete and submit your entry. **Limit one entry per person.** Entries received in excess of the limits stated herein will be void. Any entry information collected for/from the Promotion shall be used only in a manner consistent with these Official Rules. Proof of submitting entries will not be deemed to be proof of receipt by the Sponsor.
4. **RANDOM DRAWING:** A random drawing to select one winner will be conducted on or about **September 7, 2023** from among all eligible entries received. The random drawing will be conducted by Marden-Kane, Inc., the Administrator, an independent judging organization whose decisions are final. Odds of winning will depend upon the number of eligible entries received.
5. **WINNER NOTIFICATION AND VERIFICATION:** Prize award is subject to eligibility verification. Potential winner will be notified by email and/or phone by Marden-Kane and will be required to execute and return an Affidavit of Eligibility/Release of Liability, and where lawful, a Publicity Release. Winner will also be required to return a completed W9 tax form which will be used solely for tax reporting purposes (collectively “Documents”). Completed Documents must be returned within 5 days (including Saturdays, Sundays and Holidays) of attempted delivery of same. Failure to return properly completed Documents within the specified time or return of any prize/prize notification as undeliverable, will result in disqualification without further notice and an alternate winner will be selected. In the event a potential winner is deemed ineligible, fails to comply with the Official Rules or is unable to claim the prize as specified, the potential winner will be disqualified, and an alternate winner will be selected. Only three (3) random drawings to select an alternate winner (if necessary) will be conducted, after which the applicable prize will remain unawarded.
6. **PRIZE AND APPROXIMATE RETAIL VALUE – One (1) Grand Prize** – a prize package consisting of 2 nights’ accommodations at a rental property in Asheville, NC of Sponsor’s choosing (one room/double occupancy), a Curtis Wright Falconry Experience for winner and up to 3 guests, a Sim Racing Experience at The Track at Asheville for winner and up to 3 guests, and a \$500 gift card for the winner (ARV \$2,440). **TRANSPORTATION IS NOT INCLUDED.** Winner is responsible for all costs not specifically included in the prize package including, but not limited to, transportation,

parking, meals and incidentals. All prize details not specified in these Official Rules will be determined by the Sponsor in its sole discretion. All prize components are subject to the terms and conditions of the issuer, including expiration dates and age limitations, and winner and guest(s) agree to comply with such terms as well as all venue rules and regulations and winner will be solely responsible for their guests' use of the prize. Hotel must be booked within one year of winner notification. A valid credit card will be required at time of hotel check-in. Prize is not transferable and cannot be sold, bartered or exchanged by winner. No substitutions, cash equivalents, or transfer of prize permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) with one of equal or greater value. Prize consists of only the items specifically listed as part of the prize. Sponsor makes no warranties, and hereby disclaims any and all warranties, expressed or implied, concerning any prize furnished by third parties in connection with this Promotion. The Released Parties are not responsible for any lost, mutilated or stolen ticket/voucher prizes nor will said prizes be replaced. The Released Parties are not responsible for any postponement or cancellation of a prize-related event or for any issues that may arise from venue operation/management. In the event that any part of the prize is unable to take place due to any cause beyond Sponsor's reasonable control, then no other compensation will be awarded. The Sponsor and/or any other relevant party reserve the right to remove or deny entry to the winner and/or a guest of a winner who engages in a non-sportsman like or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at any event or at any prize-related venue. In no event will the Released Parties provide any additional compensation to any entrant other than the prize offered as stated herein. The value of the prize is taxable as income and winner will receive an IRS form 1099 for the total value of the prize as stated herein. Winner will be responsible for any applicable federal, state, and local taxes and any other expenses related to the acceptance and use of the prize not specified herein. In no event will more than the stated number of prizes be awarded.

7. **RELEASE:** Entrants/winner agree to release, discharge and hold harmless Released Parties and their respective successors and assigns from and against any claim or cause of action or liability (including but not limited to, personal injury, death or damage to or loss of property) arising out of participation in the Giveaway or acceptance/receipt/travel to and/or from a prize event location/use or misuse of the prize, and agree to be bound by the Official Rules and the decisions of the Sponsor and/or Sponsor's representatives, which are final. Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winner's name and/or likeness for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the prize.
8. **NOTICE:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Released Parties are not responsible for faulty, incorrect, undeliverable or mistranscribed phone/e-mail/internet transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer/mobile device related to or resulting from participating in or experiencing any materials/events in connection with the Giveaway, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Promotion. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the Promotion if for any reason, the Giveaway is undermined by any event beyond the Sponsor's control, or if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/it's agencies, in their sole discretion. In the event of termination, a notice will be posted online and Sponsor reserves the right to conduct a drawing to award the prize(s) from among all eligible entries received prior to termination. The failure of the Released Parties to comply with any provision of these Official Rules due to an act of God, health event, act of public enemies or any act outside of the Sponsor's control/force majeure event will not be considered a breach of these Official Rules. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the authorized account holder of the e-mail

account of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any damage made to the Website by an entrant will be the responsibility of the entrant and/or the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

PLEASE READ: IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION. These Official Rules contain terms that govern how claims relating to this Promotion will be resolved. For example, they include an arbitration agreement and waiver of a class action that require submitting Promotion-related claims to an arbitrator (instead of going to court before a judge or jury). They also limit the ability to bring claims on behalf of other persons (that is, it prohibit bringing any class action or collective or representative proceeding). The official rules also limit the type of damages that can be recovered. Please read these terms carefully as they impact your legal rights and, by participating in the Promotion, you are agreeing to the terms.

9. **CHOICE OF LAW/JURISDICTION AND DISPUTE RESOLUTION:** This Promotion is offered only in the 50 United States and the District of Columbia and is governed by the laws of the State of Missouri. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that or any other provision. By entering, entrants irrevocably consent to the dispute resolutions stated below as well as to the sole and exclusive jurisdiction of the courts of the State of Missouri located in the county St. Charles for any action, suit or proceeding arising out of or relating to this Promotion. Entrant agrees that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, you will send a written notice to the Sponsor ("Demand"). Entrant agrees that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before Entrant accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy. Entrant must send the Demand to the following address (the "Notice Address"): CarShield LLC, 503 Pearl Drive, St. Peters, MO 63376, Attention; Legal Department. Entrant agrees that Entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after Entrant sends a Demand. If the disagreement stated in the Demand is not resolved to Entrant's satisfaction within 10 business days after it is received, and entrant intends on taking legal action, Entrant agrees that it will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of entrant, Administrator, and Sponsor to litigate claims in court and entrant, Administrator and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. Entrant agrees that it will not file any lawsuit against Administrator or Sponsor in any state or federal court. Entrant agrees that if it does sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, entrant must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, entrant must provide proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, Entrant may file its case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. Entrant agrees that the Arbitrator will have sole and exclusive jurisdiction over any dispute it has with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be in the State of Missouri. Entrant agrees that it will not file a class action or collective action against Administrator or Sponsor, and that Entrant will not participate in a class action or collective action against them. Entrant agrees that it will not join its claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances does entrant, Administrator, or Sponsor agree to class or collective procedures in arbitration or the

joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with Entrant to arbitration before the Arbitrator. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor's in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri. This arbitration provision shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion.

10. **PRIVACY:** Submission of an entry constitutes your consent to participate in this Giveaway and your consent for Sponsor to obtain, use and transfer your name, mailing address, email, phone number and other information to a third-party for the purpose of administering this Promotion and to award prizes. Information collected from entrants is subject to Sponsor's [privacy policy](#) and will be used to send marketing emails to entrant; unsubscribe instructions will be provided in each marketing email.

11. **WHO WON?** The name of the winners will be posted at www.CarShield.com/TV/Sweepstakes on or about September 18, 2023, or after a winner has been determined.

ADMINISTRATOR: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416.

Copyright 2023 Marden-Kane Inc. All rights reserved. Entrants are hereby authorized to copy these Official Rules on the condition that it will be for the Entrant's personal use only.