

Official Rules:

Sick the Magazine Ute Giveaway

Official Rules April 14, 2024

Sick the Magazine Ute Giveaway

NO PURCHASE, SUBSCRIPTION OR PAYMENT NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. PARTICIPATION CONSTITUTES PARTICIPANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE "OFFICIAL RULES". VOID WHERE PROHIBITED.

I. SPONSOR AND PRIZE SUPPLIER: Sick Magazine, Inc. 3039 Dixie Hwy, Waterford, MI 48328 (the "Sponsor" and "Prize Supplier").

II. SWEEPSTAKES PERIOD: *Sick the Magazine Ute Giveaway* (herein referred to as the "Sweepstakes" or "Promotion") begins 12:00:01 p.m. Eastern Time ("ET") on April 25, 2024 ("Start Date") and ends at 11:59:59 p.m. ET on June 19, 2024 (the "Promotion Period"). The Sponsor's computer is the official time-keeping device for the Sweepstakes.

III. ELIGIBILITY: The Sweepstakes is open to legal residents of the 48 contiguous United States (excludes non-contiguous states Alaska and Hawaii) and District of Columbia ("D.C.") who are at least the age of 18 (eighteen) or the legal age of majority in their jurisdiction of residence at time of Entry. Officers, directors and employees of Sponsor, its respective subsidiaries, distributors, sales representatives, franchisees and franchisees' affiliates, advertising and promotion agencies, and the officers, directors, agents, and employees of each of the foregoing, 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 (collectively, the "Released Entities") are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. The Promotions is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Winning a prize is contingent upon fulfilling all requirements set forth herein. Void where prohibited, taxed, or otherwise restricted by law.

IV. HOW TO ENTER THE SWEEPSTAKES: An individual will be deemed a participant ("Participant" or "you") in the Sweepstakes if eligible and enters the Sweepstakes via any of the following four (4)

Methods of Entry:

1.) Sick Magazine Subscription Method of Entry: Visit www.sickthemagazine.com (the "Website") and completes the subscription form for either the 3-month magazine subscription at \$33 per quarter or the 12-month magazine subscription at \$128.00. New 3-month/quarterly Subscribers ("Subscribers") receives Twenty (20) Entries ("Entry(ies)") or receives One Hundred (100) Entries for the 12-month subscription contract. Current and active quarterly Subscribers receives Twenty (20) Entries for being an active subscriber. Extend your 12-month subscription during the Promotion Period and receive an additional One Hundred (100) Entries. Current and active Annual Subscribers receives One Hundred (100) Entries for being an active subscriber.

2.) Merchandise Purchase Method of Entry: Visit www.sickmachining.com (the "Website") and complete a purchase of apparel and/or promotional merchandise ("Merchandise") as featured on the Website. (i) For every \$1.00 (One dollars) spent via approved credit card transaction, a Participant receives One (1) Sweepstakes Entry. (ii) Spend \$100. (One Hundred Dollars) on a single Merchandise purchase to receive Twenty (20) Bonus Entries. You also receive One (1) Entry for every \$1.00 spent. This means you receive

a total One Hundred Twenty (120) Entries. Dollars are rounded to the next highest amount to determine the number of Entries for an order. You are required to provide: first and last name, home address, telephone number (for winner contact only) and e-mail address. A Sick Magazine subscription is not required to enter with a Merchandise order.

3.) Bonus Shopping Periods Method of Entry: ("Bonus Period"): Throughout the Promotion Period, the Sponsor will announce opportunities on the Website, to earn Multiple Entries ("Multiple Entries") of Five Times (5X), Ten Times (10X) Twenty Times (20X), Fifty Times (50X), or One Hundred Times (100X) based on specific items and/or the total purchase. Bonus entries may also be implemented throughout the promotional period of random amounts (example spend \$75 get an additional Two Hundred Fifty (250) entries, spend \$10 get an additional One Hundred (100) entries, or any random amount of our choosing) (excluding sales tax, S&H charges and any discounts). For every \$1.00 spent during the specified Bonus Periods, a Participant receives the advertised Multiple Entries into the Sweepstakes.

4.) Event Attendance Entry Method: Visit any one of the Sick Magazine's Merchandise Trailer Events ("Events") to receive One (1) Entry for every \$1.00 spent via approved credit card transaction on apparel and/or promotional merchandise. You are required to provide: first and last name, home address, telephone number (for winner contact only) and e-mail address. Dollars are rounded to the next highest amount to determine the number of Entries for an order.

5.) Mail-In Entry Method ("AMOE"): Enter by legibly hand-printed on a 3"x 5" or 4"x 6" postcard or paper, in black or blue ink, your first name, last name, home address, telephone number (for winner contact only), e-mail address (if available) and date of birth. Mail each postcard separately in a **hand-written first class stamped #10 business size envelope** to: Compliance / Ute Sweepstakes, P.O. Box 468, Stonington, CT 06378. **The return address on the envelope must also be hand-written with the sender's full name and address.** Bulk shipments (multiple Entries in one shipping package) will not be accepted and will be destroyed. Limit One (1) mail-in Entry per envelope. Rubber stamped or commercial printed return address labels will void the Entry. All final mail-in Entries must be postmarked by June 19, 2024, received by June 25, 2024. Each correctly submitted envelope receives Fifty (50) Entries into the Sweepstakes drawing. Requests for confirmation of receipt of mail-in Entries will not be acknowledged. Mail-in Entries must be original; no photocopies, facsimiles or reproductions of a mail-in Entry will be accepted. During the Bonus Shopping time periods, mail-in entries must have the handwritten date that corresponds to the Sponsor's announced Bonus Shopping offer. **This is to appear above the handwritten sender's name and return address and must include the Bonus Shopping promotion Website date ("Bonus Date") for each specific Multiplier offer, which will be relied upon to qualify a Participant's Bonus Multiplier Entries.** The postmark date must correspond to the announced entry multiplier Bonus Date, or the mail-in entry receives only Fifty (50) entries.

Limit – Five Thousand (5000) Sweepstakes Entries per person during the Promotion Period regardless of method of Entry. All required information must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Internet Entries must be made by the Participant only at the aforementioned Website and application URL addresses. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Sponsor reserves the right, in its sole discretion, to void any and all Entries of a Participant that submits more than the stated maximum limit of Entries by using multiple/different addresses, identities, or any other methods, or who Sponsor believes has attempted to tamper with, influence or impair the administration, security, fairness, or proper play of this Sweepstakes. Proof of entering information is not considered proof of delivery to or receipt by Sponsor of an Entry. The use of automated Entry devices is prohibited, and no mechanically reproduced Entries are allowed; all such Entries are void. Released Parties are not responsible for: lost, late, incomplete, illegible, incorrect, damaged, delayed, garbled, undelivered, misdirected, or postage-due registrations, Entries, or mail, which will be disqualified. All Entries become the exclusive property of Sponsor and will not be acknowledged or returned.

If a Participant opts to enter via his/her wireless mobile device (which may only be available via participating wireless carriers and is not required to enter the Sweepstakes), standard text messaging and/or data rates may apply for each message sent or received from your handset according to the terms and conditions of your service agreement with your wireless carrier. Other charges may apply (such as normal airtime and carrier charges) and may appear on your mobile phone bill or be deducted from your prepaid account balance. Wireless carriers' rate plans may vary, and you should contact your wireless carrier for more information on messaging rate plans and charges relating to your participation in this Sweepstakes. Participation in this Sweepstakes by mobile device means that you understand that you may receive additional messages by mobile device relating to this Sweepstakes, including notifying you if you are a winner, which may be subject to charges pursuant to your carrier's rate plan. Text messaging may not be available from all mobile phone service carriers and handset models. Mobile device service may not be available in all areas. Check your phones capabilities for specific instructions.

ANY FRAUDULENT ACTIVITY IN CONNECTION WITH THIS PROMOTION IS STRICTLY PROHIBITED. IT IS FRAUDULENT TO PURCHASE ITEMS TO OBTAIN ENTRIES WITH THE INTENT TO RETURN THESE ITEMS AFTER THE PROMOTION. IF THE SPONSOR IDENTIFIES OR SUSPECTS THAT YOU ARE ENGAGED IN THIS OR ANY OTHER FRAUDULENT ACTIVITY, YOU WILL BE DISQUALIFIED AND BANNED FROM ANY FURTHER SWEEPSTAKES OR PROMOTIONS OFFERED BY THE SPONSOR.

V. PRIVACY AND OPT-IN: Any personal information supplied by you to the Sponsor will be subject to the Sponsor's privacy policy posted at <https://www.sickthemagazine.com/privacy-policy>. By entering the Sweepstakes, you grant the Sponsor permission to share your e-mail address and any other personally identifiable information with the Released Entities for the purpose of administration, Prize fulfillment and to send you e-mails about their products and services. This information will never be sold or shared with third parties. You may opt out of receiving future e-mails from the Sponsor by clicking on the unsubscribe link contained in any e-mail and following the online directions for opting out of future promotional emails. You will remain eligible for this Promotion whether or not you opt out of receiving promotional e-mails from the Sponsor. Sponsor will not sell, rent, transfer, or otherwise disclose your personal data to any third party other than as described above herein or in its respective privacy policy.

VI. INTERNET LIMITATIONS OF LIABILITY: Sponsor reserves the right in its sole discretion to terminate, modify or suspend the Promotion in whole or in part because of any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications, equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsors' control (each a "Force Majeure" event or occurrence). Sponsors also reserve the right, in their sole and absolute discretion: (a) to modify, suspend or terminate the Promotion should causes beyond Sponsors' control corrupt or interfere with the administration, integrity, operation, security or proper play of the Promotion; or (b) to disqualify any Participant found to be, or suspected of: (i) tampering with the Entry process or the operation of the Promotion; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. If for any reason, this Promotion is not capable of running as planned due to infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupts or affects the administration, security, fairness, integrity or proper conduct of the Promotion, the Sponsor reserve the right, at their sole discretion, to disqualify any individual who tampers with the Entry process (if applicable), and to cancel, terminate, modify or suspend the Promotion, in whole or in part, at any time, without notice and award the Prize using all non-suspect eligible Entries received as of the termination/suspension date. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, Entries. The Sponsor also is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure or delay of any e-mail or submission to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, or any combination thereof. Sponsor is not responsible for any damage to a Promotion's system, which is occasioned by participating in this Promotion or by downloading any information necessary to participate in the Promotion. Sponsor is also not responsible for incorrect or inaccurate Entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error, which may occur in the processing of the Entries in the Promotion. If any provisions of the Official Rules are determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. **CAUTION: ANY ATTEMPT TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** In the event of a dispute as to the identity of a winner based on an e-mail address, the winning Entry will be declared made by the authorized account holder 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.

VII. WINNER SELECTION: The Grand Prize Winner (“Winner”) will be selected from among all eligible Entries received, in a random drawing on or about July 1, 2024, by Compliance Sweepstakes Services (“the Administrator”), an independent judging organization, whose decisions are final in all matters relating to this Sweepstakes. Potential Winner will be notified by phone and/or e-mail. If the potential Winner cannot be contacted or does not respond within two (2) calendar days of the initial notification, or does not respond with complete contact information as requested by voice message, or whose phone provider indicates that the phone number is invalid or unable to receive the communication (even if ultimately delivered thereafter), or found to be ineligible, cannot or does not comply with these Official Rules, or if his/her prize or prize notification is returned as undeliverable, such potential Winner will be disqualified and an alternate potential Winner may be selected at Sponsor’s sole discretion. All methods of Entry have an equal chance of winning. Odds of winning in this drawing depend upon the total number of Entries received by the time of the drawing.

VIII. PRIZE (“Prize”): One (1) Grand Prize Winner is to be awarded a 2009 Pontiac G8 (the “Vehicle”). The Approximate Kelly Blue Book (“KBB”) value is \$30,000. In addition to the Vehicle, you receive \$5,000 cash in the form of a check. Total Grand Prize Pool is \$35,000 (USD).

IX. GRAND PRIZE TERMS & CONDITIONS: The Winner is solely responsible for all applicable federal, state, and local taxes associated with the receipt of the Grand Prize. The Sponsor will provide a clear title for such Vehicle, and the Vehicle will be executed in the name of the Winner, which requires the Winner assuming all responsibilities associated with the Vehicle Prize. The Vehicle Prize may not meet safety or emissions testing as required in some states and counties. Winner is responsible to check their state of residence to confirm and must use the Vehicle in accordance with state and county regulations. Winner must also execute any documents necessary to take title to such Vehicle. The Winner must be a licensed driver and possess automobile insurance prior to receiving Vehicle Prize. The Winner shall be responsible for tag or applicable taxes and all other costs and expenses associated with the Vehicle Prize, including but not limited to personal injuries, property damage and death to third parties, insurance, fuel, tolls, routine maintenance, excess wear & tear or damage to the Vehicle. Actual Vehicle may vary from promotional images of the Vehicle. There are no additional warranties on the Vehicle except as may be offered by the manufacturer. Vehicle will be presented to Winner at the Sponsor’s corporate office, or any other location as specified by the Sponsor. If the Winner chooses to have the Vehicle delivery towed, not driven to the Winner’s location, the Winner may be required to cover the Towing Fee. Delivery of the Vehicle shall be made as soon as practical after the drawing, but in no event more than eight (8) weeks after the Winner executes the Prize Acceptance Release (as defined in Section X).

THE PRIZE IS AWARDED “AS IS” AND WITHOUT WARRANTY OF ANY KIND EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE VEHICLE.

The stated ARV of the Prize is based on available information provided to Sponsor, and any difference in KBB at the time of awarding will not be awarded, and the value of any Prize awarded to a Winner may be reported for tax purposes as required by law. All properly claimed prizes will be awarded. No transfer of Prize will be permitted. Sponsor reserves the right, at its sole discretion, to substitute any Prize package with another Prize (or cash equivalency) of equal or greater value, in the event that the advertised Prize (or any component thereof) is not available. All decisions by Sponsor as to Winner and Prizes are final. Prize Winner understands and agrees that the Prize award event may be videotaped/photographed. Rights to any Prize event video/photo belong solely to the Sponsor and can be used in any media at their sole discretion.

A Winner’s acceptance of the Prize constitutes permission (except where prohibited) for the Sponsor to use the Winner’s name, photograph, likeness, statements, biographical information, voice and address (city and state) for any and all public relations, advertising and/or promotional purposes as determined by Sponsor, in all forms of media and by all manners (now and hereafter known), in perpetuity, without notice, consent, review or approval or further compensation. The Prize Winner understands and agrees that the Prize ceremony may be videotaped/photographed. Rights to any Prize ceremony video/photo belong solely to the Sponsor and can be used in any media at their sole discretion.

X. GENERAL TERMS AND CONDITIONS: This Sweepstakes is subject to all applicable federal, state, and local laws. The Winner receiving a Prize valued over \$600.00 is required to sign an Affidavit of Eligibility and Liability/Publicity Release (“Prize Acceptance Release”) and return it within five (5) days of notification. Winner may also be required to send a copy of their passport, driver’s license, or birth certificate as proof of age and residence. A Winner will be required to provide Sponsor with a valid social security number before a Prize will be awarded for tax reporting purposes. Parents or legal guardians of the Grand Prize Winner under the age of majority in their state of residence (which is eighteen (18) in most states but is nineteen (19) in Alabama and twenty-one (21) in Mississippi) may be required to also sign the Prize Acceptance Release in order for the Grand Prize Winner to receive their Prize. The Prize Acceptance

Release is subject to verification by Sponsor. An IRS Form 1099 will be issued in the name of a Winner, or the parent or legal guardian of the Winner who is under the age of majority in their state of residence. Non-compliance may result in disqualification and an alternate Winner may be selected for the Prize at issue.

XI. GOVERNING LAW/DISPUTES: By entering, Participants agree that (1) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be (i) governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules, (ii) resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Michigan or the appropriate Michigan state court; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs, but in no event including attorneys' fees, disbursements or court costs; (3) under no circumstances will a Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental and consequential damages, and any other damages, other than for actual out-of-pocket costs (not to exceed \$250); and (4) any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts of serving Waterford, Michigan and Participants, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

XII. ARBITRATION: By entering the Sweepstakes, you agree that exclusive jurisdiction for any dispute, claim, or demand related in any way to the Sweepstakes will be decided by binding arbitration. All disputes between the Participant and Sick Magazine, of whatsoever kind or nature arising out of these Rules, shall be submitted to Judicial Arbitration and Mediation Services, Inc. ("JAMS") for binding arbitration under its rules then in effect in the Waterford, Michigan area, before one arbitrator to be mutually agreed upon by both parties. The parties agree to share equally in the arbitration costs incurred.

XIII. WINNER LIST: The name of the Winner will be announced at www.sickthemagazine.com on or about July 4, 2024, or after the Winner has been verified. A Winner list and the state of Winner's residence can be obtained by sending a self-addressed, stamped business-size envelope to: Compliance / Sick the Magazine Ute Giveaway Winner List, P.O. Box 468, Stonington, CT 06378. Requests must be received by July 18, 2024.

XIV. SWEEPSTAKES ADMINISTRATOR: Compliance Sweepstakes Services LLC, 20 Broad St #469, Stonington, CT 06378.

XV. MISCELLANEOUS: General Motors Corporation (as car manufacturer) and respective affiliates, subsidiaries, shareholders, representatives, officers, directors, agents, and employees will have no liability or responsibility for any claim arising in connection with the participation in this Sweepstakes or any Prize awarded and has not offered or sponsored this Sweepstakes in any way.

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