



## MillionUp Club® Super Car Giveaway #1

### OFFICIAL RULES:

**ELIGIBILITY:** Participation in this giveaway does not require any purchase or payment. Making a purchase or accepting a product offer will not increase your chances of winning. This promotion is open only to legal residents of the 50 United States, the District of Columbia, and Canada, excluding Quebec. It is void in Puerto Rico, Quebec, and where prohibited by law.

**AGREEMENT TO RULES:** By entering this promotion, you agree to be bound by these Official Rules, which form a legally binding contract. It is important to read these rules carefully before entering. This contract includes your agreement to indemnify the Promotion Entities (defined below) and release all claims against them.

**ARBITRATION AGREEMENT:** By participating in this sweepstakes, you agree to binding arbitration for any disputes that arise from this promotion, with no option for class relief. This agreement also limits your rights and potential remedies, including any damages that may be awarded.

- 1- **ELIGIBILITY CRITERIA:** This exclusive MillionUp Club Car Giveaway is open to all legal residents of the 50 United States, the District of Columbia, and Canada (excluding Quebec), who are of legal driving age and have reached the age of majority in their respective jurisdiction (19 in Alabama and Nebraska, 21 in Mississippi, and 18 in all other states, the District of Columbia, and Canada). Employees of MillionUp Club, associated agencies, and their immediate families (spouses, parents, children, siblings, and grandparents) as well as household members are not eligible to participate. This promotion is not valid in Puerto Rico, Quebec, and where prohibited by law. All entrants are subject to federal, state, provincial, and local laws and regulations. Participation in the giveaway implies full agreement to these Official Rules and eligibility requirements. Winning a prize is dependent on meeting all the conditions outlined here.
- 2- **PROMOTION PERIOD:** The Giveaway begins at 12:00:00 PM Eastern Time (ET) on December 1st, 2023, and concludes at 11:59:59 PM ET on March 15<sup>th</sup>, 2024. The official time-keeping device for this promotion is the computer of the sponsor, MillionUp Club.

### A. MILLIONUP CLUB SUPER CAR GIVEAWAY: ENTRY METHODS

#### 1- ONLINE PURCHASE ENTRIES:

**Method:** Entrants can participate in the MillionUp Club Car Giveaway through online purchases.

**Eligibility:** Each dollar spent on eligible MillionUp Club merchandise at our official website equals one entry into the giveaway.

**Details:** The number of entries is based on the total purchase price (excluding discounts, taxes, and shipping). Entries round up to the nearest dollar.

**Gift Card Purchases:** Purchasing gift cards earns entries based on the card's face value. However, using a gift card for purchases does not earn additional entries, except for any amount exceeding the gift card's value.

**Purchase Period:** All eligible purchase transactions must be completed by 11:59:59 PM ET on March 15<sup>th</sup>, 2024

**No Purchase Limit:** There's no cap on the number of entries earned through purchases.

Optional Email Opt-in: Entrants may choose to receive future communications from MillionUp Club, but this is not mandatory for giveaway participation and does not influence winning chances.

## **2- ENTRY MULTIPLIERS AND BONUS ENTRIES:**

**Entry Multipliers:** During the promotion, opportunities to increase entry counts via multipliers (e.g., 2X, 5X, 10X) may be announced. For instance, a \$60 purchase during a 10X multiplier period equals 600 entries.

**Bonus Entries:** The promotion may also offer bonus entries for specific purchase brackets. For example, a \$60 purchase could earn an additional 25 bonus entries.

**Mail-in for Bonus:** To earn bonus entries without making a purchase, follow the mail-in instructions and mark the envelope with "BONUS".

**Timing:** The timing for multipliers and bonuses is at the discretion of MillionUp Club and will be announced on our website and social media channels.

## **3- ENTRY METHOD WITHOUT PURCHASE:**

**Instructions:** To enter the MillionUp Club Car Giveaway without making a purchase, handwrite your full name, address, date of birth, email, and phone number on a 3"x5" paper.

**Mail Entry:** Send your entry in a #10 business-size envelope with first-class postage to: MillionUp Club Car Giveaway, P.O. Box 20327, West Palm Beach, FL 33416.

**Return Address Requirement:** Your mailing envelope must have a valid return address, including your name. Entries without a verifiable and legible return address will be invalid.

**One Entry Per Envelope:** Each mailed entry must be in a separate envelope. Bulk shipments are not accepted.

**Handwriting and Reproduction:** The entry and mailing envelope must be handwritten. No mechanical reproductions or metered mail are allowed.

**Entry Deadline:** Entries must be postmarked by March 15, 2024, and received by March 18, 2024, to be eligible.

**Postmark Details:** If the end date falls on a Sunday or federal holiday, entries should be postmarked the next business day.

**Entry Value:** Each valid mail-in entry counts as sixty (50) entries.

### **Entry Requirements and Conditions:**

**Entry Format:** Entries must follow the specified format. Illegible, inaccurate, incomplete, or photocopied entries are void.

**Submission Proof:** Proof of submission does not constitute proof of receipt. The sponsor is not responsible for lost, late, or misdirected entries.

**Entry Ownership:** All submitted materials become the property of MillionUp Club and will not be returned.

**No Acknowledgment:** No correspondence regarding entry receipt will be entered into.

**Eastern Time Zone:** All time references are based on Eastern Time (ET).

## **B. RANDOM DRAWING**

A random drawing to select one winner will take place on or about December 7, 2023, from all valid entries, both purchase-based and mail-in. This drawing will be overseen by an independent organization, whose decisions are final. The odds of winning are determined solely by the number of eligible entries received.

### **C. WINNER NOTIFICATION**

The potential winner will be notified via email and/or phone and must complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form, and, where applicable, a Publicity Release, as well as a valid driver's license copy. U.S. residents will need to complete a W-9 Tax form, and Canadian residents a WBEN form. Canadian winners must also correctly answer a time-limited math skill-testing question without any assistance. These documents must be returned within three days, including weekends and holidays. Failure to return these documents in time, or if they are returned as undeliverable, will lead to disqualification and selection of an alternate winner. If a potential winner is ineligible, fails to comply with the official rules, or cannot claim the prize as specified, they will be disqualified and an alternate winner chosen. Prize awards are contingent on verification of eligibility and the completion and return of all required documents. If a sufficient number of entries are not received or if the potential winners cannot be verified after repeated alternate drawings, the sponsor reserves the right to not award some or all of the prizes.

### **D. ALERT: BEWARE OF SCAMS RELATED TO OUR PROMOTIONS**

To ensure your safety from fraudulent activities, please note the following: if you are identified as a potential winner in our promotions, our official Administrator, will reach out to you using the contact information (phone number and/or email address) you provided in your entry, whether through an order or a mail-in form. It's crucial to remember that you will never be asked to submit credit card details, banking information, or any form of payment as a prerequisite for claiming a prize. Such requests are clear indicators of scam attempts. Additionally, we do not use social media platforms to communicate with promotion winners.

Any prize winnings are subject to reporting on your tax returns to the IRS, and you are responsible for paying any applicable federal or state income taxes directly to the IRS. For more detailed information and to stay alert about common scams, please visit our Website.

### **E. ONE (1) GRAND PRIZE IS BEING OFFERED IN THE GIVEAWAY.**

A customized, pre-owned car with an approximate retail value of \$100,000. The prize includes only the items specifically listed. The winner is responsible for any federal, state, and local taxes, as well as all fees and expenses related to the acceptance, pickup, transport, or use of the prize that are not specified as covered by the Sponsor.

This includes licensing, insurance, title and registration fees, gasoline, and vehicle maintenance, among other related costs. The prize's monetary value is subject to income tax, and the winner will be issued an IRS Form 1099 (or its equivalent) for the total value of the prize as stated. To claim the prize, the winner must agree to pick it up from a specified location in Bluffdale, Utah, within thirty (30) days of being notified of its availability. Failure to collect the prize within this timeframe may result in its forfeiture and the selection of an alternate winner.

The winner must have a valid driver's license and proof of legally required insurance before taking delivery of the car. In the event that the winner is unable to accept the prize or is deemed ineligible for any reason, they will be disqualified, and an alternate winner may be selected. The Sponsor reserves the right to substitute the prize with one of equal or greater value, where lawful. The prize cannot be exchanged, assigned, transferred, or redeemed for cash; however, the Sponsor retains the right to make equivalent prize substitutions at its discretion. The Sponsor is not liable for any delays or cancellations in prize delivery due to unforeseen circumstances or factors beyond their control.

If the fulfilling merchant cancels the order and the prize cannot be delivered, no additional compensation will be provided. The prize winner assumes all risks of loss, damage, or theft upon gaining ownership of

the prize. The prize cannot be used in conjunction with any other promotion or offer. If, due to a printing, technical, or other error, more prizes are claimed than the number set forth in these Official Rules, the winners will be selected from among all eligible claimants to award the advertised number of prizes. All details and restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion.

EXCEPT FOR ANY WARRANTIES PROVIDED BY THE MANUFACTURER AND/OR THE DEALER, EVERYTHING RELATED TO THIS PROMOTION, INCLUDING THE PRIZE AND THE WEBSITE, IS OFFERED 'AS IS' WITHOUT ANY WARRANTY FROM THE SPONSOR OR ADMINISTRATOR, BE IT EXPRESS OR IMPLIED. THIS INCLUDES, BUT IS NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE WINNER RECOGNIZES THAT NEITHER THE SPONSOR NOR THE ADMINISTRATOR HAVE MADE, NOR ARE THEY RESPONSIBLE FOR, ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, OR GUARANTEE REGARDING ANY ASPECT OF THE PRIZE, INCLUDING ITS QUALITY, MECHANICAL CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE. IT'S IMPORTANT TO NOTE THAT THE PRIZE VEHICLE MAY NOT MEET CERTAIN SAFETY OR EMISSIONS STANDARDS REQUIRED IN SOME STATES, COUNTIES, OR MUNICIPALITIES. THE WINNER IS RESPONSIBLE FOR CHECKING THEIR LOCAL REQUIREMENTS FOR EMISSIONS AND SAFETY INSPECTION BEFORE ACCEPTING THE PRIZE AND MUST COMPLY WITH THOSE REGULATIONS WHEN USING THE PRIZE. PLEASE BE AWARE THAT SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR EXCLUSIONS OF IMPLIED WARRANTIES, SO THESE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IT IS ADVISED TO CHECK YOUR STATE AND LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**F. PUBLICITY RELEASE:**

Entrants and the winner agree to release, discharge, and hold harmless the Promotion Entities, YouTube, and their respective affiliates, parents, subsidiaries, advertising and promotion partners, and internet agencies, as well as each of their officers, directors, agents, successors, and assigns from any claims, causes of action, or liabilities for injuries, losses, or damages of any kind arising from their participation in the Promotion, or from accepting, using, or misusing the prize, or from any Promotion-related activities. This includes personal injury, death, property damage or loss, and claims based on publicity rights, defamation, or invasion of privacy. The Promotion Entities are not responsible if the Promotion cannot be conducted as planned or if any prize cannot be awarded due to events beyond their control, such as natural disasters, pandemics, governmental orders, or other unforeseeable circumstances.

By participating, entrants agree that the Promotion Entities are not liable for any injuries, damages, or losses of any kind, including direct, indirect, incidental, consequential, or punitive damages, arising from accessing any website associated with the Promotion or downloading materials from such websites. In case of discrepancies between promotional materials and the Official Rules, the latter shall prevail. The Promotion Entities are not responsible for typographical or other errors in promotional materials, the administration of the Promotion, or in the announcement of the prize.

**G. NOTICE REGARDING DAMAGE TO THE WEBSITE:**

Any individual attempting to deliberately damage any website or undermine the legitimate operation of this promotion will be violating criminal and civil laws. In such an event, the sponsor reserves the right to seek damages to the fullest extent permitted by law. The Promotion Entities are not responsible for incorrect or faulty communication methods, such as undeliverable emails, incorrect announcements, or technical failures that may affect participation in the Promotion or cause injury or damage to participants' computers.

The sponsor may cancel or modify the Promotion if events beyond its control, like natural disasters, epidemics, labor disputes, or technical failures, compromise its integrity. In such cases, a notice will be posted online, and a drawing for the Grand Prize will be conducted from eligible entries received before the termination. The sponsor is not liable for failure to comply with the Official Rules due to unforeseen events beyond its control. Disputes over the identity of an entrant will be resolved by considering the name on the online order form or mail-in entry. Entrants are responsible for any damage caused to the website, and any fraudulent or suspicious entries, as determined solely by the sponsor, will be disqualified.

The sponsor reserves the right to prohibit participation if there's suspicion of fraud, tampering, or non-compliance with participation requirements or these Official Rules.

#### **H. PRIVACY NOTICE:**

Personal information provided by participants in the Promotion will be collected, used, and disclosed by the Promotion Entities and their authorized agents for the purposes of administering the Promotion and fulfilling prizes. By entering this Promotion, participants consent to the collection, use, and disclosure of their personal information. The information gathered, including from entrants, is governed by the Sponsor's Privacy Policy, which can be found at <https://www.millionupclub.com/privacy-policy/>. These policies collectively form the basis for the privacy practices associated with this Promotion.

#### **PLEASE READ CAREFULLY: IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION.**

**DISPUTE RESOLUTION AND LEGAL NOTICE:** For participants in Florida, particularly Palm Beach County, this Promotion is governed by specific dispute resolution procedures. All legal matters concerning the Promotion, including the interpretation and enforceability of these Official Rules, shall be governed by the laws of the State of Florida. In the event of a dispute, participants agree to first notify the Sponsor in writing. This initial step is a mandatory part of the dispute resolution process and must precede any formal legal action. Should a dispute arise related to the Promotion, these Official Rules, or associated privacy policies, participants are required to send a written notice to the Sponsor at MillionUp Group LLC DBA MillionUp Club, P.O Box 20327, West Palm Beach, FL 33416.

Participants agree not to initiate legal proceedings, including filing a lawsuit or demanding arbitration, until at least 10 business days after sending this notice. This clause doesn't negate any pre-suit resolution processes mandated by state or federal law. If the dispute remains unresolved after 10 business days, participants agree to pursue arbitration with the American Arbitration Association, thereby waiving their rights to litigate in court and to a jury trial. This arbitration agreement is designed to streamline dispute resolution in a fair and efficient manner, in accordance with the laws of Florida and Palm Beach County.

**Arbitration Process and Legal Framework:** In the event of a dispute requiring arbitration, participants must adhere to the specified arbitration procedures, and merely notifying our company at the Notice Address may not fulfill these requirements. If the American Arbitration Association is unavailable for arbitration, participants may choose any reputable national arbitration firm. The arbitrator will apply the AAA Consumer Arbitration Rules as modified by our mutual agreement to arbitrate in this section. All disputes, including those about the interpretation of this Dispute Resolution Section or the validity of the arbitration agreement, fall under the exclusive jurisdiction of the appointed arbitrator. The arbitrator is empowered to grant all legally permissible remedies, except that any claims for public injunctive relief must be addressed in a competent court. Governed by the Federal Arbitration Act, this arbitration agreement ensures enforceable and interpretable arrangements. The arbitration will occur in Palm Beach County, Florida.

Participants agree not to engage in or support class or collective actions against our company. Each participant's claims must be pursued independently. If a court of competent jurisdiction invalidates the class action waiver, the arbitration agreement becomes null and void as if never agreed upon, and existing arbitration disputes will be dismissed without prejudice, eligible for refile in court. Participants consent irrevocably to the exclusive jurisdiction of the state or federal courts in Palm Beach County, Florida for any proceedings related to this Promotion. This explicitly excludes agreement to class or collective procedures in arbitration or joining claims in arbitration.

These Dispute Resolution provisions will continue to apply even after the conclusion, modification, or termination of the Promotion, and any changes to the Official Rules, covering all aspects of the relationship between participants and our company arising from participation in the Promotion.

**RULE ADAPTABILITY:** "Our promotion is governed by a principle of severability to ensure fairness and legal compliance. If any component of these Official Rules is found to be invalid or unenforceable under the law, that specific term or provision will be nullified, and the remaining rules will continue to be fully effective. This ensures that the promotion remains fair and legally compliant even if certain aspects of the rules change."

**SPECIAL PROVISIONS FOR CANADIAN PARTICIPANTS:** "For participants from Canada, our promotion includes additional requirements. Canadian winners are required to answer a time-limited mathematical skill-testing question, conducted either by mail or phone, before being awarded any prize. This is a mandatory step for all Canadian participants. Moreover, if the winner is a resident of Canada, they may receive compensation to help cover the costs of traveling to our company's location to collect the prize vehicle. It is important that these winners have all the required travel documentation ready within the time frame stated in section 6 of our rules."

**INFORMATION ON WINNERS AND RULE ACCESSIBILITY:** "The identity of the Grand Prize Winner will be announced on our official website, [www.millionupclub.com](http://www.millionupclub.com), approximately around March 15<sup>th</sup>, 2024, or following the verification of the Grand Prize winner. For the duration of the promotion period, the full set of Official Rules will be available on our website. This ensures that all participants have transparent and easy access to the rules governing the promotion.

**SPONSOR:** MillionUp Group LLC DBA MillionUp Club, P.O. Box 20327, West Palm Beach, FL 33416.

**Prize Manufacturer Disclaimer:** "The manufacturer of the prize offered in this promotion is not a sponsor or participant in the promotion. Their involvement does not imply any association, endorsement, or sponsorship of the promotion. This distinction is important to clarify the role and responsibility of the prize manufacturer in the promotion."

**Social Media Disclaimer:** "Our promotion is not sponsored, endorsed, administered by, or associated with any social media platforms, including Facebook, Instagram, Twitter, or YouTube. This clarification is crucial to demonstrate that these social media entities are not involved in the administration or endorsement of our promotion."

**Copyright Notice:** "The Official Rules of this promotion are copyrighted ©2023 by MillionUp Group LLC and all rights are reserved. Entrants are granted permission to copy these Official Rules, but only for personal use. This authorization is provided to ensure that entrants can refer to the rules as needed for their personal understanding and compliance, but not for any commercial or public distribution."