

Drift Into The Badlands Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. ELIGIBILITY:** “Drift Into The Badlands” Sweepstakes (“Sweepstakes”) is open to individuals 18 years of age or older as of date of entry and who are legal residents of the 48 contiguous United States and the District of Columbia. Sweepstakes void wherever prohibited by law. Employees, officers and directors of Formula Drift Holdings, LLC (“Sponsor), and AMC Network Entertainment LLC (“AMC”), their respective affiliates, subsidiaries, advertising, production and promotion agencies, and the immediate families and members of the same household of each are not eligible. Sweepstakes may only be entered in or from the 48 contiguous United States and the District of Columbia, and entries originating from any other jurisdiction are not eligible for entry. You are not authorized to participate in the Sweepstakes if you are not located within the 48 contiguous United States or the District of Columbia. All federal, state, local and municipal laws and regulations apply.
- 2. HOW TO ENTER:** Sweepstakes begins at 9:00:00 AM (Pacific Time (“PT”) on March 19, 2019, and ends at 11:59:59 PM (PT) on April 30, 2019. To enter visit the Formula Drift website www.formulad.com to complete and submit entry form by providing your first and last name, phone number, mailing address, date, email address, date of birth and cable satellite provider. Entrants agree to be bound by and acknowledge compliance with these Official Rules including eligibility requirements. Limit one (1) entry per person per day. In the event of a dispute as to the identity of an entrant, the authorized account holder of the e-mail account will be deemed to be the entrant. “Authorized account holder” of an e-mail address is the natural person in whose name the e-mail address has been issued. A selected winner may be asked to provide Sponsor with proof that the selected winner is the authorized account holder of the e-mail address associated with the winning entry. If a dispute cannot be resolved, the entry will be deemed ineligible. Use of automated devices not valid for entry. Entries become the exclusive property of the Sponsor and will not be acknowledged or returned. Delivery of prizes requires a street address (no P.O. Boxes). Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.
- 3. PRIZES. One (1) Grand Prize:** Grand Prize winner will receive a grand prize (“Grand Prize”) consisting of: (i) two (2) round-trip, coach class air transportation tickets for the Winner and one (1) guest from the major commercial airport closest to the Winner’s permanent residence at the time of entry to Los Angeles, California. Travel must be taken October 18, 2019 and October 20, 2019; (ii) Two (2) nights double occupancy hotel accommodations, (iii) two (2) VIP Experience credentials including entry tickets, VIP track walk and front-of-the-line access to drivers autograph session and (iv) one (1) ride for winner in a Formula Drift Pro-spec drift car on October 19, 2019 at the Irwindale Speedway in Irwindale, California (subject to terms and conditions (see Addendum) (v) one (1) Formula Drift merchandise package and transportation to/from Los Angeles airport and hotel (in a form to be determined by Sponsor). Approximate Retail Value of the Grand Prize is \$5,000.00. Grand Prize Winner and Winner’s Travel Companion must be available to travel on the designated travel dates or the prize will

be forfeited in its entirety with no further compensation to the Grand Prize Winner or the Winner's Travel Companion. If the closest airport to the Grand Prize Winner's home is in close enough proximity to a destination city so that, as Sponsor may determine in its sole discretion, a flight is unnecessary, Grand Prize Winner will receive alternate transportation from the Sponsor with no further obligation to the Grand Prize Winner for any difference in prize value. Actual value of the trip depends upon the Grand Prize Winner's residence or departure city. Grand Prize Winner's Travel Companion must be at least 18 years of age. Grand Prize Winner's Travel Companion will be required to execute a Liability and Publicity Release and return it at the same time as the Grand Prize Winner's affidavit. Grand Prize Winner and Winner's Travel Companion must have all necessary identification and/or travel documents required for air travel. No substitutions for prizes except by Sponsor or as may be necessary due to unavailability, in which case prize of equal or greater value will be awarded. Prize is not transferable or redeemable for cash. All taxes and other expenses not specified herein are the sole responsibility of the winner. Sponsor responsible only for prize delivery; not responsible for prize utility, quality or otherwise.

- 4. DRAWING:** Potential winner will be selected in a random drawing on or about May 7, 2019, from all eligible entries received. The drawing will be conducted by the Sponsor, whose decision is final on all matters relating to the Sweepstakes. Potential winner will be notified by phone and/or mail. Potential winner will be required to complete and return an Affidavit of Eligibility and Liability/Publicity Release which must be signed and received by Sponsor or its designated agent within 14 days of date printed on notification. If winner is considered a minor in his/her jurisdiction of residence, Affidavit of Eligibility and Liability/Publicity Release must be signed by his/her parent or legal guardian and such prize will be delivered to minor's parent/legal guardian and awarded in the name of parent/legal guardian. If winner cannot be contacted within five (5) calendar days of first notification attempt, if prize notification letter or any prize is returned as undeliverable, if winner rejects prize, or in the event of noncompliance with these Official Rules, the prize will be forfeited and an alternate winner selected in a random drawing. Upon prize forfeiture, no compensation will be given.
- 5. ODDS:** Odds of winning prize depend upon the number of eligible entries received.
- 6. GRAND PRIZE CONDITIONS:** Sponsor will furnish an Internal Revenue Service Form 1099 to Grand Prize Winner for the actual retail value of Grand Prize for the tax year in which Grand Prize was accepted. Grand Prize Winner is responsible for all federal, state, and local taxes (including income and withholding taxes) and all other costs associated with the Grand Prize acceptance and use not specified herein as being provided. No transfers of prizes, in whole or in part, will be permitted, except at Sponsor's sole discretion.
- 7. GENERAL:** Sponsor, AMC and their respective affiliates, partners and promotion and advertising agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Sweepstakes Entities") are not responsible for late, lost, stolen, damaged, incorrect, incomplete, illegible, garbled, misaddressed, or misdirected entries, misrouted or scrambled transmissions or communications, for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of telephone, Internet, computer hardware, software, communications devices, or transmission lines or data corruption, theft, destruction,

unauthorized access to or alteration of entry materials, loss or otherwise. Sponsor disclaims any liability for damage to any telephone or computer system resulting from participation in, or accessing or downloading information in connection with, this Sweepstakes, and reserves the right, at its sole discretion, to modify, cancel, extend, terminate or suspend this Sweepstakes should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In the event of any cancellation, termination or suspension, a notice will be posted and a random drawing will be held from among all eligible entries received prior and/or after (if appropriate) to such time. Sponsor reserves the right, at its sole discretion, to disqualify any entrant if his or her fraud or misconduct affects the integrity of the Sweepstakes and/or website. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. By participating in this Sweepstakes, each entrant and winners accept the conditions stated in these Official Rules, agree to be bound by the decisions of the judges and warrant that s/he is eligible to participate in this Sweepstakes. By participating, entrants and winners agree to release Sweepstakes Entities from any and all liability, loss or damages, cost or expense whatsoever including without limitation, property damage, personal injury and/or death arising from or in connection with the awarding, receipt, and/or use or misuse of prize or participation in any prize-related activities and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if Sweepstakes cannot take place or if the prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism. Sponsor is not responsible for typographical, printing, or other inadvertent errors in these Official Rules or in other materials related to the Sweepstakes.

- 8. CAUTION:** ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATIONS OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 9. LIMITATION ON LIABILITY:** IN NO EVENT WILL THE SWEEPSTAKES ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATES WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE SWEEPSTAKES ENTITIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED \$10. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.
- 10. DISPUTES, GOVERNING LAW AND VENUE:** ENTRANT AGREES THAT: (1) ANY

AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS SWEEPSTAKES OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA WITHOUT REGARD TO PRINCIPLES OF CONFLICTS OF LAW; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, IF ANY, BUT IN NO EVENT WILL ENTRANT BE ENTITLED TO RECEIVE ATTORNEYS' FEES OR BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

- 11. USE OF DATA.** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.formulad.com>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. By entering, entrants agree to be bound by these Official Rules, and agree to receive additional emails and promotions from AMC.

- 12. WINNER'S NAME:** For a copy of the winners' names, send a self-addressed, stamped envelope postmarked by April 30, 2019, to: Drift Into The Badlands Sweepstakes Winners List Request, Formula Drift, 2161 Gundry Avenue, Signal Hill, CA 90755. Requests will be fulfilled/name will be posted, after the winner name has been verified. For a copy of the Official Rules, visit www.formulad.com or send a self addressed, stamped envelope to: Drift Into The Badlands Sweepstakes Rules Request, Formula Drift, 2161 Gundry Avenue, Signal Hill, CA 90755. VT residents may omit return postage.

- 13. SPONSOR:** This Sweepstakes is sponsored by Formula Drift Holdings, LLC, 2161 Gundry Avenue, Signal Hill, CA 90755.

Addendum



Formula DRIFT Ride-Along Terms and Conditions

- Ride-Along Requirements – Formula DRIFT ride along participants must be at least 18 years old and sign a Release of Liability waiver before entering the vehicle. Closed toed shoes and long pants are also required.
- It is also recommended that the rider be under 6 foot tall and under 220 pounds. Formula DRIFT vehicles use racing certified seats and the rider must be able to properly fit and be secured to the seat. The rider must also fall under each seat manufacturer's suggested specifications for body type.
- It is mandatory that the rider be in good physical condition and in good health. Formula DRIFT assumes no responsibility for riders that fail to disclose this information prior to the ride along.
- Formula DRIFT Ride-Alongs are not guaranteed. Special circumstances do occur that may delay or cancel all ride alongs for the event. Formula DRIFT and it's staff will do the best to notify said parties when possible. Due to track restrictions and noise ordinances not every rider that has signed up for a ride along will receive the ride along. Formula DRIFT will do try to accommodate all parties.
- Proper identification will need to be brought to the track for age verification.
- By participating in the Ride-Along program you give and grant unto Formula DRIFT, its duly authorized agents and assigns, the rights to the use of your name, likeness, voice or photographs taken at the Formula DRIFT event, including, but not limited to television and radio broadcasts, film productions, videotape reproductions and the like, and you hereby relinquish all rights therefore for these purposes.

Riding Tips

- Dress Comfortably** - Some days it can get hot at the track! It is recommended that you wear comfortable clothes for your experience. Keep in mind that the temperature inside a stock car is typically 15 to 20 degrees higher than the ambient temperature. **It is required to wear long pants and closed toed shoes.** Riders will be provided a helmet to wear for protection as well.
- Arrive Early** - One of the most important things you can do on the day of your experience is to arrive early at the track. An hour prior to the beginning of the scheduled ride along will give you enough time to check-in and be prepped for the ride along experience. A Release of Liability waiver will also be required to sign before stepping into a vehicle.

****This experience is not suitable for children aged 15 years and under. Riders between 16-17 years of age are REQUIRED to have a pre-written approval from a parent and/or guardian prior to arriving to the track.**

**Drift Into The Badlands Sweepstakes
Abbreviated Rules**

No purchase necessary. These abbreviated rules are subject to the complete Official Rules, which are available at www.formulad.com. Sweepstakes starts 3/19/19 at 9:00 am PT and ends 4/30/19 at 11:59 pm PT. Open to legal residents of the contiguous U.S. and D.C., age 18+. Void where prohibited by law. ARV of prize: \$5,000. Sponsor: Formula Drift Holdings, LLC, 2161 Gundry Avenue, Signal Hill, CA 90755.