

# Official Sweepstakes Rules for the JACK Mobile Tire “Spafinder Giftcard” Sweepstakes

## OFFICIAL SWEEPSTAKES RULES FOR THE JACK Mobile Tire “Spafinder Giftcard Giveaway” SWEEPSTAKES

**NO PURCHASE OR OBLIGATION NECESSARY TO ENTER OR WIN. VOID OUTSIDE OF PENNSYLVANIA, NEW JERSEY, DELAWARE, OR MARYLAND AND WHERE PROHIBITED OR RESTRICTED BY LAW.**

The JACK Mobile Tire “Spafinder Giftcard Giveaway” Sweepstakes (the “Sweepstakes”) is only open to those individuals who are 18 years of age or older and who are residents of the Pennsylvania, New Jersey, Delaware, and Maryland and who satisfy the eligibility requirements set forth in these Official Sweepstakes Rules (the “Official Rules” or “Rules”), which form a binding contract between entrants in the Sweepstakes (“Entrants”) and JACK Mobile Tire (“jackmobiletire” or “Sponsor”).

1. **SPONSOR:** The Sponsor of the Sweepstakes is JACK Mobile Tire, which has its offices at 700 Rocky Glen Rd, Moosic PA, 18641, telephone: 833-571-5225, e-mail: info@jackmobiletire.com. By entering, each Entrant accepts and agrees to be bound by these Official Rules and by the decisions of the Sponsor, which shall be final and not subject to appeal.
2. **SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00 a.m. EST on April 1, 2022 and ends at 11:59 p.m. EST, on April 29, 2022 (the “Sweepstakes Period”).
3. **ENTRY:** No purchase is required to enter the Sweepstakes. To enter, Entrants must either:
  1. Complete entry form at <https://jackmobiletire.com/spafinder-giveaway/> and provide First Name, Last Name, Valid Email, City, State, & Zip Code. Phone number is optional and opts customers into text message marketing for future sales and promotions.
  2. After entry form is complete, navigate to JACK Mobile Tire’s Facebook or Instagram page and follow our account:
    - (i) to the extent the Entrant “Like” JACK Mobile Tire’s Facebook post by clicking on the Facebook “like” button <https://www.facebook.com/jackmobiletire/>; or navigate to JACK Mobile Tire’s Instagram page and clicking the “Follow” button at <https://www.instagram.com/jackmobiletire/>

**“Liking” Sponsor’s Facebook page, posts, adding comments, or “Following” Sponsor’s Instagram, posts, adding comments, does not increase an Entrant’s chance of winning the**

**Sweepstakes and Entrants should only “Like” Sponsor’s Facebook page or “Follow” Sponsor’s Instagram if, after reviewing same, Entrant does, in fact, like it.**

No other form of entry is permitted and will not be accepted. All entries must be received during the Sweepstakes Period. Sponsor assumes no responsibility for any problems or technical malfunction of computer on-line systems, servers or providers, computer equipment, software, telecommunications systems, events outside of Sponsor’s control, and/or failure of any entry to be received by Sponsor on account of technical problems, traffic congestion on the Internet or at any Website, weather, Act of God or other circumstance outside of Sponsor’s reasonable control (or any combination thereof). **Only one (1) entry per Entrant will be accepted and additional entries beyond this limit will be void.**

The time of receipt of any valid entry shall be the time such valid entry becomes available to the Sponsor. The Sponsor’s computer shall be the official clock of the Sweepstakes. Proof of entry submission does not equate to proof of Sponsor’s receipt of the entry. All entries become the property of the Sponsor, and receipt of entry will not be acknowledged, nor will entries be returned. In the event of a dispute as to any entry, the authorized Facebook or Instagram account holder, the authorized account holder of the email address and mailing address used to enter will be deemed to be the Entrant. Entrant is responsible for all fees charged by any Internet Service Provider. Sponsor is not responsible or liable for any lost, stolen, mutilated, incomplete, illegible, misdirected or non-delivered entries. Entries are void if received through illegitimate channels or are the results of fraud, or if they are received outside of the Sweepstakes Period or otherwise fail to satisfy the criteria set forth herein. All Entrants represent and warrant that they satisfy the eligibility requirements set forth in Section 6 below.

By submitting an email address through the online entry form, Entrants consent to receive future electronic communications from Sponsor.

**4. PRIZE WINNERS SELECTION:** On or about May 2<sup>nd</sup>, 2022, Sponsor will select Five Entrants as the winners of the Sweepstakes (the “Winners”) randomly via selection from

The pool of Entrants based on entries received prior to the conclusion of the Sweepstakes Period. On or about May 2<sup>nd</sup>, 2022, Sponsor will notify the Winners via Facebook or Instagram or, in the case of an online entry, then via email to the email address provided with the winning entry, or, in the event of a phone number provided, they will receive a phone call as well. Each Entrant is responsible for monitoring his or her own email account or mailbox for notification and receipt or other communications related to this Sweepstakes and for confirming via email or letter to Sponsor, of the Entrants’ acceptance of the prize, following the procedure set forth in Section 7

below. Any prize notification which is returned as undeliverable, is otherwise unsuccessful, or is not accepted by the Winners in compliance with Section 7 below, will, in any such event, result in disqualification from the Sweepstakes and Sponsor will select an alternate Winner(s) as set

forth in this Section 4. Only the prizes set forth below will be awarded. The Sponsor reserves the right to delay the drawings. The Winner will have 3 consecutive business days to respond and claim their prize before another winner is selected. The Winners will receive the allotted prize electronically within thirty (30) days of Winners' acceptance of the prize, subject to events outside of Sponsor's reasonable control. The odds of winning depend on the number of eligible entries received during the Sweepstakes Period.

5. **PRIZES:** One (1) First prize will be awarded to ONE Winner, which prize will consist of: ONE (1) Gift Card to Spafinder Giftcard for the value of \$200. Any additional costs are the winner's responsibility. \*Redemption is based on availability. This prize cannot be combined with any other discount, offer or package. The Winners are responsible for all expenses not expressly listed in these Official Rules including, without limitation, any expenses or costs incurred with the redemption, receipt, and/or use of the prize, and for payment of any applicable federal, state, and/or local taxes. To the extent that the value of the prize exceeds \$600.00, the Winners shall be required to complete and deliver to the Sponsor, a completed W-9 form. The information contained thereon will be used by the Sponsor to complete an informational report that will be sent to the IRS. The Sponsor will send to the Winners, by mail, a 1099-MISC postmarked by January 31st of the year following the year in which said prize was won, and to the IRS by February 28th. Winners are also responsible for compliance with any applicable federal, state, and/or local laws and/or regulations. The Winners are advised to consult with their tax advisor. Prize is not transferable or assignable. Cash redemption, exchange or substitution is not allowed except at the sole discretion of Sponsor. Sponsor reserves the right to substitute a prize with one of comparable or greater retail value, at its sole discretion. In the event Sponsor is unable to provide the Winner(s) with the prize, the Sponsor may elect to provide the Winner(s) with the approximate value of the prize in cash instead or award an alternative prize of equal or greater value, at the discretion of the Sponsor.
6. **ELIGIBILITY:** This Sweepstakes is open to individual legal residents of the Pennsylvania, New Jersey, Delaware, and Maryland, where this Sweepstakes is not prohibited by applicable law, who are U.S. Citizens, are 18 years of age or older at the time of entry, and who are of sound mind and body as to accept and be bound by these Official Rules. Notwithstanding the foregoing, directors, officers, shareholders, employees, and agents of Sponsor, as well as directors, officers, shareholders, employees, and agents of advertising and/or promotional partners and agencies of Sponsor, and the immediate families (i.e., spouse, parents, children, siblings, and their spouses) of each of them, are not eligible to participate in this Sweepstakes. This Sweepstakes is void outside of the United States of America, and in any jurisdiction where it is, in any way, prohibited or restricted by law. By submitting an Entry as provided in these Official Rules, Entrant is, and shall be, deemed to be representing and certifying to Sponsor that he or she is eligible under the terms of these Official Rules.
7. **HOW TO CLAIM PRIZE:** The Winners will be required to sign, scan and return electronically to Sponsor an Affidavit of Eligibility and Liability Release and, where legal,

a Publicity Release, all of which must be completed and returned by no later than 3 days after the winner has been selected or the prize will be forfeited and awarded to an alternate winner(s). By accepting the prize, the Winners grant permission to the Sponsor to use his or her name and/or photographs, likenesses, voices, and biographical information for publicity and promotional purposes without further compensation unless prohibited by law. By accepting the prize, the Winners acknowledge that the Sponsor has neither made, nor is in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof including, but not limited to, its quality, non-infringement, merchantability, or fitness for a particular purpose.

8. **ADDITIONAL TERMS:** This Sweepstakes is subject to all federal, state, and local laws and regulations. This Sweepstakes is governed by the laws of the Commonwealth of Pennsylvania. In the event of any dispute regarding this Sweepstakes, Entrants agree that such disputes shall be resolved by arbitration in the Commonwealth of Pennsylvania. Entrant agrees that any and all disputes or causes of actions arising out of or in connection with this Sweepstakes, which cannot be resolved between the parties, shall be resolved individually and exclusively, without resort to any form of class action, before a court located in the Commonwealth of Pennsylvania having competent jurisdiction. The remedy for any such dispute or claim shall be limited to actual damages and/or Entrant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes). UNDER NO CIRCUMSTANCES SHALL THE ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND HEREBY WAIVES ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER FORM OF EQUITABLE RELIEF.
9. **WINNERS ANNOUNCEMENT:** For a written announcement of the Winners, send a self-addressed, stamped envelope to Sponsor at the address set forth above. All requests must be received by Sponsor ten days after sweepstakes ends.

10. **REQUEST FOR INFORMATION:** Additional information concerning the Sweepstakes may be obtained upon request directed to the principal place of business of the Sponsor at the address set forth above.

11. **RELEASE:** By participating in this Sweepstakes, Entrants agree, to the fullest extent permitted by applicable law, to release, discharge and hold harmless the Sponsors, Facebook, Inc., its and their subsidiaries or affiliates, its and their advertising and promotion agencies, all of the foregoing's successors and assigns, and all of the foregoing's directors, officers, shareholders, employees, representatives, and/or agents (collectively, the "Released Parties"), from and against any and all claims, damages, liability, losses, costs, judgments, settlements, and/or expenses (collectively, "Losses") arising out of this Sweepstakes or Winners' acceptance, use, or misuse of any prize received in connection with this Sweepstakes. Entrants agree that, to the fullest extent permitted by applicable law, no claim relating to such Losses shall be asserted against the Released Parties. By accepting a prize, the Winners agree to release and hold the Released Parties harmless from any and all Losses of any kind resulting from the

acceptance, possession or use of any prize including, without limitation, personal injuries, death and property damage. Winners assume liability for injuries caused or claimed to be caused by participating in the Sweepstakes, or by the acceptance, possession or use of any prize. ALL ENTRANTS UNDERSTAND AND AGREE THAT THE SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK, INC. OR INSTAGRAM.

12. **CONDUCT:** By entering this Sweepstakes, Entrants agree to be bound by these Official Rules. Entrants further agree to be bound by the decisions of the Sponsor which shall be final and binding in all respects. The Sponsor reserves the right, at its sole discretion, to disqualify any Entrant or individual found to be tampering with the entry process; to be acting in violation of these Official Rules; or with intent to annoy, abuse, threaten or harass any other person. Any attempt to deliberately damage or undermine the operation of the Sweepstakes may be in violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek legal action and may seek damages to the fullest extent permitted by law.

13. **LIMITATIONS ON LIABILITY:** To the fullest extent permitted by applicable law, the Sponsor and the Released Parties are not, in any way, responsible or liable for Losses or injury resulting from altered, late, lost, damaged, misdirected, or illegible entries, or telephone, computer, online, or technical malfunctions (including busy lines and disconnections), or acceptance and use of a prize. The Sponsor is not responsible for any incorrect or inaccurate information utilized in the Sweepstakes or by any technical or human error which may occur in the processing of entries in the Sweepstakes. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer, systems, servers or providers, computer equipment, software, failure of e-mail on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to Entrants or to any other person's computer related to, or resulting from, participation or downloading materials in connection with this Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the reasonable control of the Sponsor, which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes.

14. **RESERVATION OF RIGHTS:** Sponsor reserves the right to change these Official Rules or cancel the Sweepstakes at any time, at its sole discretion and any announcement thereof shall be posted on JackMobileTire.com

15. **CONTACT INFORMATION:** If you have questions about these Official Rules or the Sweepstakes, please e-mail them to [info@jackmobiletire.com](mailto:info@jackmobiletire.com) or send written questions to "Spafinder Giftcard" Sweepstakes, JACK Mobile Tire, 700 Rocky Glen Rd, Moosic, PA 18641

16. **PRIVACY:** By entering the Sweepstakes, Entrants agree to be bound by Sponsor's Privacy Policy available at [JACKMobileTire.com](http://JACKMobileTire.com) (the "Privacy Policy"). In accordance with the Privacy Policy, the Sponsor may use Entrants' submitted Personally Identifiable Information to contact Entrants for future marketing and/or promotional purposes related to Sponsor's services. To opt-out of receiving such messages in the future, please follow the "Unsubscribe" instructions at the bottom of the emails or reply STOP to text messages. Please review Sponsor's Privacy Policy in detail either by visiting the above website or requesting a hardcopy of the Privacy Policy by contacting Sponsor pursuant to Section 15 hereunder to learn more about how Entrants' Personally Identifiable Information is used, disclosed, and protected by Sponsor.