

# CARTER® FUEL YOUR ADVENTURE SWEEPSTAKES

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.**

**OPEN ONLY TO SERVICE REPAIR SHOP OWNERS AND EMPLOYEES WHO ARE LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHO ARE EIGHTEEN (18) YEARS AND OLDER AT THE TIME OF ENTRY.**

The **Carter Fuel Your Adventure Sweepstakes** ("Sweepstakes") is sponsored by Carter Fuel Systems, LLC, 3255 West Hamlin Rd, Rochester Hills, MI 48309 ("Sponsor"), and is administered by Mercury Promotions & Fulfillment, 35610 Mound Rd, Sterling Heights, MI 48310 ("Administrator").

**1. ELIGIBILITY:** The Sweepstakes is open only to: (i) service repair shop owners and employees who purchase Carter Fuel Pumps through affiliated distributors prior to the start of the Sweepstakes Period as defined in Section 2 and remain in good standing through the end of all prize notification and fulfillment as set forth in Section 5 below, (ii) are legal residents of the fifty (50) United States or the District of Columbia, and (iii) are eighteen (18) years or older at the time of entry into the Sweepstakes (an "Eligible Entrant"). Void where prohibited or restricted by law. By participating in this Sweepstakes, an individual who meets the eligibility requirements and enters the Sweepstakes agrees to be bound by these "Official Rules" and that the decisions of Sponsor shall be final and binding in all matters pertaining to the Sweepstakes.

**2. SWEEPSTAKES PERIOD:** The Sweepstakes begins on February 1, 2019 at 12:00 A.M Eastern Time ("ET") and ends on April 30, 2019 at 11:59:59 P.M. ET (the "Sweepstakes Period").

**3. HOW TO PARTICIPATE IN THE SWEEPSTAKES:** During the Sweepstakes Period, Eligible Entrants will receive one (1) entry into the Sweepstakes for every Carter brand fuel pump he/she purchases. Eligible Entrants must visit [www.carterfuelsystems.com/getpumped](http://www.carterfuelsystems.com/getpumped) (the "Website") and register for the Sweepstakes by providing the information requested on the registration page, including, but not limited to, his/her complete first and last name, date of birth, complete street address (no PO Boxes), city, state, zip code, telephone number, valid e-mail address, and his/her store number. Additionally, Eligible Entrants must submit at least (a) one (1) valid invoice number that contains a Carter brand fuel pump and the associated fuel pump product code. Eligible Entrants will receive one (1) entry for every valid invoice and associated fuel pump product code submitted.

If an Eligible Entrant has reached the Submission Limit and has more valid product codes to submit into the Sweepstakes, the Eligible Entrant may visit the Website again to create a new Submission. Invoices and their associated product codes must be valid. If any invoice numbers or product codes submitted are found to be invalid or fraudulent, the Eligible Entrant will be disqualified. An invoice and its associated product code may only be submitted one (1) time during the Sweepstakes Period. If an invoice and its associated product code are submitted more than one (1) time, the Eligible Entrant who entered the Submission first will receive the applicable number of entries, based on the information submitted during the registration process.

There is no overall limit on entries into the Sweepstakes.

**4. RANDOM DRAWING.** On or about May 14, 2019, there will be a random drawing from among the eligible entries into the Sweepstakes. In the random drawing, the Sponsor or the Sponsor's designated representative will select one (1) "Grand Prize" winner, three (3) "First Prize" winners, five (5) "Second Prize" winners, and ten (10) "Third Prize" winners, as those terms are defined in Section 5 below. Each winner is a potential winner subject to verification of eligibility and compliance with these Official Rules.

**5. PRIZES, ODDS OF WINNING AND APPROXIMATE RETAIL VALUE ("ARV"):**

- A. Grand Prize (1):** The "Grand Prize" is a Polaris® Sportsman® Touring 850 SP ARV: \$12,500
- B. First Prize (3):** Each "First Prize" is a YETI® Tundra 65 Cooler ARV: \$429
- C. Second Prize (5):** Each "Second Prize" is a Coleman® Weekender Camping Package ARV: \$215
- D. Third Prize (10):** Each "Third Prize" is a Basecamp® Hydration pack, Basecamp® Omega Flashlight, and Epod Emergency Kit. ARV: \$70

The ARV of the Grand Prize, all First Prizes, all Second Prize, and all Third Prizes (collectively, the "Prize[s]") awarded in this Sweepstakes is \$13,215

The odds of winning a Prize depend upon the number of eligible entries into the Sweepstakes.

First, Second and Third Prizes may not be redeemed for cash, nor may a Prize be transferred or offered for sale or auction, and may be substituted only, at Sponsor's sole discretion, with a prize of equal or greater value. Prize recipients are solely responsible for all taxes and expenses associated with the Prize not stated in these Official Rules. If a potential recipient is found to be ineligible, is not in compliance with these Official Rules, or declines to accept a Prize, the Prize may be forfeited at Sponsor's sole discretion. No more than the stated number of Prizes will be awarded. All Prizes will be awarded provided that there are a sufficient number of Eligible Entrants. No more than one (1) Prize per Eligible Entrant. ALL FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF A PRIZE ARE SOLELY THE RESPONSIBILITY OF EACH WINNER.

**5. NOTIFICATION AND FULFILLMENT:** On or about May 17, 2019, Sponsor or Sponsor's designee will send an e-mail notification to each potential winner. The potential Grand Prize and First Prize winners will be required to sign and return a notarized Affidavit of Eligibility/Compliance and Publicity/Liability Release (collectively, the "Affidavit"), where allowed by law, and such other documents as may be reasonably requested by Sponsor. The Affidavit will be sent in the e-mail notification and must be signed and returned to the Sponsor within seven (7) business days or the Grand Prize or First Prize may be forfeited and an alternative Grand Prize or First Prize winner may be randomly selected from all remaining non-winning entries received during the Sweepstakes Period. The Grand Prize and First Prize winners will be issued a Form 1099 in the amount of the actual retail value of the applicable Prize.

The Sponsor or Sponsor's designee will mail each Prize to the street address provided by each potential winner within approximately six (6) to eight (8) weeks after the potential winner has been selected and verified. In the event an e-mail notification is returned as undeliverable, the Prize is

returned as undeliverable, or if a potential Winner does not comply with these Official Rules, he/she will be disqualified at Sponsor's sole discretion. If a Prize is forfeited for any reason, an alternate potential winner may be randomly selected from all remaining non-winning entries received during the Sweepstakes Period. If, after a good-faith attempt, Sponsor is unable to award or deliver a Prize, the Prize may not be re-awarded in the Sponsor's sole discretion.

**6. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, Eligible Entrants agree that the Sponsor, Administrator, and each of their respective parent companies, subsidiaries and affiliates, and the employees and agents of each such entity (the "Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, undeliverable email notifications or communications by regular mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, programming, printing, typographical or other error; or unauthorized human intervention; or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any Sweepstakes-related website(s).

If for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable. This Sweepstakes is subject to all federal, state and local laws and regulations.

**7. RELEASE: BY ENTERING THE SWEEPSTAKES ELIGIBLE ENTRANTS AGREE: (I) TO BE BOUND BY THESE OFFICIAL RULES AND BY ALL APPLICABLE LAWS AND BY THE DECISIONS OF SPONSOR, WHICH SHALL BE BINDING AND FINAL; (II) TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY WITH RESPECT TO THESE OFFICIAL RULES; (III) TO WAIVE ALL OF HIS/HER RIGHTS TO BRING ANY CLAIM, ACTION OR PROCEEDING AGAINST ANY OF THE RELEASED PARTIES IN CONNECTION WITH THE SWEEPSTAKES; AND (IV) TO FOREVER AND IRREVOCABLY AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, CAUSES OF ACTION, PROCEEDINGS, DEMANDS, FINES, PENALTIES, LIABILITY, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE OUTSIDE ATTORNEYS' FEES) THAT MAY ARISE IN CONNECTION WITH: (A) THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY SWEEPSTAKES-RELATED ACTIVITY OR ELEMENT THEREOF, AND ELIGIBLE ENTRANTS' PARTICIPATION OR INABILITY TO PARTICIPATE IN THE SWEEPSTAKES; (B) THE VIOLATION OF ANY THIRD-PARTY PRIVACY, PERSONAL, PUBLICITY OR PROPRIETARY RIGHTS; (C) TYPOGRAPHICAL OR PRINTING ERRORS IN THESE OFFICIAL RULES OR ANY SWEEPSTAKES MATERIALS; (D) ACCEPTANCE, RECEIPT, DELIVERY OF, POSSESSION, DEFECTS IN, USE, NONUSE, MISUSE, INABILITY TO USE, LOSS, DAMAGE, DESTRUCTION, NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE USE OF A PRIZE (OR ANY COMPONENT THEREOF); (E) CHANGE IN THE PRIZING (OR ANY COMPONENTS THEREOF) DUE TO UNAVAILABILITY OR DUE TO REASONS BEYOND SPONSOR'S CONTROL, INCLUDING, BUT NOT LIMITED TO, ACTS OF GOD, ANY ACTION(S), REGULATION(S), ORDER(S) OR REQUEST(S) BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL ENTITY (WHETHER OR NOT SUCH ACTION(S), REGULATION(S),**

ORDER(S) OR REQUEST(S) PROVE(S) TO BE INVALID), EQUIPMENT FAILURE, THREATENED OR ACTUAL TERRORIST ACTS, EARTHQUAKE, WAR, FIRE, FLOOD, EXPLOSION, UNUSUALLY SEVERE WEATHER, HURRICANE, EMBARGO, LABOR DISPUTE OR STRIKE (WHETHER LEGAL OR ILLEGAL), LABOR OR MATERIAL SHORTAGE, TRANSPORTATION INTERRUPTION OF ANY KIND, WORK SLOW-DOWN, CIVIL DISTURBANCE, INSURRECTION, RIOT OR OTHER CAUSE BEYOND ANY OF THE RELEASED PARTIES' CONTROL, OR AS OTHERWISE PERMITTED IN THESE OFFICIAL RULES; (F) ANY INTERRUPTIONS IN OR POSTPONEMENT, CANCELLATION OR MODIFICATION OF THE SWEEPSTAKES; (G) HUMAN ERROR; (H) INCORRECT OR INACCURATE TRANSCRIPTION, RECEIPT OR TRANSMISSION ENTRY; AND (I) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF THE WEBSITE, ANY TELEPHONE NETWORK, COMPUTER SYSTEM, COMPUTER ONLINE SYSTEM, MOBILE DEVICE, COMPUTER TIMING AND/OR DATING MECHANISM; COMPUTER EQUIPMENT, SOFTWARE OR INTERNET SERVICE PROVIDER; OR MAIL SERVICE UTILIZED BY ANY OF THE RELEASED PARTIES OR BY ELIGIBLE ENTRANTS.

**8. DISCLAIMER OF WARRANTIES:** WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZE COMPONENTS, 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. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES; THEREFORE, SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**EXCLUSION OF CERTAIN DAMAGES:** UNDER NO CIRCUMSTANCES WILL AN ELIGIBLE ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND EACH ELIGIBLE ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, INDIRECT, PUNITIVE, INCIDENTAL AND CONSEQUENTIAL DAMAGES AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED

**9. DISPUTES:** Except where prohibited, each Eligible Entrant agrees: (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 exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; and (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, but in no event attorneys' fees . All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an Eligible Entrant and Sponsor in connection with the Sweepstakes, shall be 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 (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan. Eligible Entrants agree the statute of limitations for asserting any claims shall be a period of one (1) year from the time the cause of action accrued, or the cause of action shall be forever barred.

**10. PUBLICITY RIGHTS:** By participating in the Sweepstakes and/or accepting a Prize, an Eligible Entrant agrees to allow Sponsor and/or Sponsor's designee the perpetual right to use his/her name, biographical information, photos and/or likeness and statements for Sweepstakes, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including live television, worldwide, including, but not limited to, on the World Wide Web and Internet, without notice, review, or approval and without additional compensation except where prohibited by law.

**11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Sweepstakes. **CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, 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 any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to, point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

**12. WINNERS LIST:** To receive a winners list, send a self-addressed stamped envelope by June 14, 2019 to "Carter Fuel Your Adventure Sweepstakes," 35610 Mound Rd, Sterling Heights, MI 48310.

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