

Official Rules for the C & C Sports Anniversary Giveaway

NO PURCHASE NECESSARY.

1. **ELIGIBILITY:** (the "Giveaway" or "Promotion") is open only to legal permanent residents of Michigan that are 21 and older. Employees of **C & C Sports**, its affiliates, subsidiaries, advertising, promotion partners and internet agencies, and each of their respective officers, directors and agents (collectively "Released Parties") and their immediate family members (spouse, parent, child, sibling, and grandparent) and/or those living in the same household of each are not eligible. The Giveaway is void where prohibited. All federal, state, and local laws and regulations apply. By participating in the Giveaway, entrants agree to be bound by these Official Rules. Winning the prize is contingent upon fulfilling all requirements set forth herein.
2. **PROMOTION PERIOD:** The Giveaway begins on April 18th, 2025 at 10:00 a.m. EST and ends at 3 pm April 26th, 2025 EST. (the "Promotion Period"). C & C Sports's computer is the official time-keeping device for the Giveaway.

3. HERE'S HOW TO ENTER:

Automatically via a purchase of \$100 or more. You will automatically receive an entry for an eligible purchase at C & C Sports during the Promotion Period. Your purchase transaction must occur at our store during the Promotional Period to be eligible to receive entries. All purchases are subject to C & C Sports's return policy.

To enter without making a purchase, come to our main store in person to enter or enter online by going to our Website.

The maximum number of entries per person is two. One either in person or online and a second if you make an eligible purchase.

4. **RANDOM DRAWING:** A random drawing will be conducted on or about April 28th 2025 at 4:00 pm EST, from among all eligible entries received (purchase and non purchase). The random drawing will be conducted by an independent party whose decisions are final. Odds of winning will depend upon the number of eligible entries received.
5. **WINNER NOTIFICATION AND VERIFICATION:** Prize award is subject to eligibility verification. Potential winner will be notified by email, mail, and/or phone by the Administrator and must respond within three (3) days (including Saturdays, Sundays and Holidays). Potential winner will be required to complete and return an Affidavit of Eligibility, Release of Liability, W9 tax form, Prize Acceptance Form and, if legally permissible, a Publicity Release along with a copy of his/her valid driver's license. All

required Documents must be returned within 5 days (including Saturdays, Sundays and Holidays) of attempted delivery of same. Failure to return properly completed Documents within the specified time, failure to respond to a notification within the time period stated or return of any prize/prize notification as undeliverable, will result in disqualification without further notice and an alternate may be selected. In the event a potential winner is deemed ineligible, fails to comply with the Official Rules or is unable to claim the prize as specified, the potential winner will be disqualified, and an alternate winner will be selected. Prize award is contingent on eligibility verification and potential winner completing and returning all required Documents. By accepting a prize, winner understands and agrees that they may be videotaped, recorded and/or photographed as part of a prize award ceremony. Rights to any prize ceremony video, audio and/or photo belong solely to the C & C Sports and can be used in any media throughout the world in perpetuity and in any manner at C & C Sports's sole discretion, without further review, notice, approval, consideration or compensation to the winner or any third party.

6. PRIZE AND APPROXIMATE RETAIL VALUE (ARV). PRIZE VALUE STATED IN U.S. DOLLARS (USD):

Prize: The prize is a 2024 CFMOTO CFX-2E + full kids riding outfit with a Manufacturer's retail price of \$3000.00.

Additional Prize Disclosures - Winner must agree to pick up the Prize at a C & C Sports-specified location within thirty (30) days of notification of availability from C & C Sports. Failure to take delivery within 30 days of availability could cause prize to be forfeited and awarded to an alternate. Winner must have a valid driver's license or other state or federally issued ID.

Winner will be solely responsible for any expenses related to the acceptance and use of the Prize not specified herein, including but not limited to any costs incurred by winner relating to the acceptance, pickup/transport or use of any component of the Prize. In the event winner is unable to take delivery of the prize, winner will be disqualified, and an alternate winner may be selected. In no event will more than the stated number of prizes be awarded.

Prize consists of only the item specifically listed as part of the prize. The value of the prize is taxable as income; the winner will receive an IRS form 1099 for the value of the prize, as stated herein. Winner will be responsible for any applicable federal, state, and local taxes/duties and any other expenses related to the acceptance and use of the prize not specified herein. C & C Sports reserves the right to substitute a prize of equal or greater value at its sole discretion. No substitution or transfer of prize by winner permitted. In no event will more than the stated number of prizes be awarded.

7. RELEASE: Entrants/winner agree to release, discharge and hold harmless Released Parties from and against any claim or cause of action or liability (including but not limited to,

personal injury, death or damage to or loss of property) arising out of participation in the Giveaway or acceptance/receipt/travel to and/or from prize pick up location/use or

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misuse of the prize, and agree to be bound by the Official Rules and the decisions of C & C Sports and/or C & C Sports's representatives, which are final. Acceptance of a prize constitutes permission for C & C Sports and its agencies to use winner's name and/or likeness for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. C & C Sports is not responsible for any typographical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the prize.

- 8. NOTICE:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, C & C SPORTS RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Released Parties are not responsible for faulty, incorrect, undeliverable or incorrectly transcribed phone/e-mail/internet transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Promotion. C & C Sports assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. C & C Sports reserves the right to cancel or modify the Promotion if for any reason, the Giveaway is undermined by any event beyond C & C Sports's control, including but not limited to fire, flood, epidemic, labor dispute or strike, act of God or public enemy, or any force majeure event or if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by C & C Sports/it's agencies, in their sole discretion. In the event of termination, a notice will be posted online and a drawing to award the Prize(s) will be conducted from among all eligible entries received prior to termination. The failure of the Released Parties to comply with any provision of these Official Rules due to an act of God, epidemic, act of public enemies or any act outside of C & C Sports's control/force majeure event will not be considered a breach of these Official Rules. In the event a dispute arises regarding the identity of the entrant, entry will be deemed made by the person whose name appears on the online order form or mail-in entry. Any damage made to the Website by an entrant will be the responsibility of the entrant and/or the authorized e-mail account holder of the e mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by C & C Sports. Any entries which are suspected of being fraudulent

(including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by C & C Sports. C & C Sports reserves the right to prohibit the participation of an individual if fraud or

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tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

9. **CHOICE OF LAW:** All questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and C & C Sports in connection with this Giveaway, will be governed by and construed in accordance with the laws of the State of Michigan without regard to its choice of laws or conflict of law provisions. Claims may not be resolved through any form of class action. By participating, Entrants irrevocably consent to the exclusive jurisdiction of the federal and state courts of Michigan for any action, suit or proceeding arising out of or relating to this Giveaway. Entrant agrees that any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including any costs associated with participation in this Giveaway but in no event attorneys' fees; and under no circumstances will entrants/winner be permitted to obtain awards for, and entrants/winner hereby waive all rights to claim, punitive, incidental and consequential damages or any other damages other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

10. **PRIVACY:** Information collected from participants is subject to C & C Sports's [privacy policy](#). C & C Sports will provide the personal information provided to enter this Giveaway to a third-party fulfillment company only to administer the Giveaway and verify the winner.

11. **WINNER:** The name of the Winner will be announced at

C & C SPORTS: C & C Sports, 8090 Grand River Ave., Brighton, MI 48114.

Manufacturers of prizes offered in this Promotion are not a C & C Sports or Participant in this Giveaway and no association or endorsement is implied.

Neither C & C Sports nor the Independent Administrator is responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise.

Prize Winners consents to use of his/her name, likeness, biographical information, and

voice (or any derivation thereof) in advertising worldwide without additional compensation.

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