



## 2019 Goodguys Cruisin' To Miami Contest Prize Package is Provided by Nationwide

### OFFICIAL CONTEST RULES

MUST BE 18 YEARS OF AGE OR OLDER AND A RESIDENT OF THE USA AT TIME OF ENTRY TO BE ELIGIBLE TO WIN. NO PURCHASE NECESSARY TO ENTER OR WIN THIS CONTEST. NO PURCHASE OR PAYMENT WILL INCREASE OR IMPROVE YOUR CHANCES OF WINNING.

1. **SPONSOR.** The "2019 Goodguys Cruisin' to Miami Contest" (the "Contest") is sponsored by Goodguy Enterprises, Inc., ("Goodguys" or "Sponsor"), a California corporation, with its principal address at 1071 Serpentine Lane, Pleasanton, CA 94566. The prize package is provided by Nationwide Mutual Insurance Company ("Nationwide").

2. **ELIGIBILITY.** The Contest is only open to entrants who, as of the entry date, are permanent legal residents of the United States, including the District of Columbia, and who are eighteen (18) years of age or older. The Contest is void outside the United States and the District of Columbia and where prohibited or restricted by law. Employees, officers and directors of Sponsor, any prize suppliers, and each of their respective parents, subsidiaries, affiliates, divisions, advertising and promotion agencies (including, without limitation, Nationwide Mutual Insurance Company and its subsidiaries), and the immediate families (defined as parents, spouses, children, siblings, grandparents, and their respective spouses) or members of the same household (whether related or not) of each such employee, officer and director, are not eligible to enter.

3. **TIMING.** The Contest entry period begins at 12:00 a.m. Pacific Daylight Time ("PDT") on July 1, 2019 and ends at 11:59 p.m. PDT on August 30, 2019 (the "Entry Period"). Sponsor's or its designee's computer is the official timekeeping device for the Contest, no timestamp from any other device shall be considered for purposes of determining the beginning and end of the Entry Period.

4. **HOW TO ENTER.** There is one (1) online method of entry to enter the Contest. ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED.

a. **TO ENTER AT THE GOODGUYS ROD & CUSTOM OFFICIAL WEBSITE:** During the Entry Period, visit Sponsor's Contest webpage located at [www.goodguys.com/cruisintomiamicontest](http://www.goodguys.com/cruisintomiamicontest) and complete the online entry form, upload a photo, and make submission in accordance with the on-screen instructions. Any entry missing any component of the required information will be disqualified. All photo submissions are subject to review and submission rejection is the sole discretion of the Sponsor.

**b. FOR ALL ENTRIES: LIMIT:** One (1) entry per person in the Contest and each entrant must have a distinct email address; no two persons may enter using the same email address. You must complete all required information on the submitted entry form to be eligible to enter to win the prize. All entries must be received by Sponsor or its designee during the Entry Period. Any attempt by any participant to obtain additional entries beyond the limit by using multiple/different email addresses, identities, registrations and logins, or any other methods will void each of that entrant's entries and that entrant may be disqualified. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, void, unintelligible, or misdirected entries, any such entries will be disqualified. In the event of a dispute as to who the rightful entrant is, the natural person who is the authorized account holder of the email address used to enter will be deemed to be the entrant, however that person must meet all eligibility requirements in order to be entered into the Contest. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Each potential winner may be required to show proof of being the authorized account holder. If a dispute arises as to a winning entrant and such dispute cannot be resolved to Sponsor's sole satisfaction, the winning entrant may be deemed ineligible. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of submission will not be deemed proof of receipt of entry by Sponsor. All entrants and entries are subject to verification prior to the awarding of the prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Sponsor reserves the right to conduct a background check on any or all entrants, and Sponsor reserves the right to disqualify any individual based on such background check if Sponsor determines in its sole discretion that awarding the prize to any such individual might reflect negatively on Sponsor or any of its Contest partners. Entrants will cooperate with Sponsor and its representatives in connection with any and all verification and background check activities, including, without limitation, by executing and delivering to Sponsor or its designee by the time indicated by Sponsor or its designee any verification and background check authorization forms required by Sponsor or its designee. If entrant fails or refuses to execute and deliver or otherwise provide the requested verification and background check authorization forms, Sponsor may disqualify the entrant.

**5. AGREEMENT TO OFFICIAL RULES AND DECISIONS.** By participating in the Contest, each entrant fully and unconditionally agrees to be bound by and accepts these Official Rules and the decisions of Sponsor (including, without limitation, decisions regarding eligibility of entries, the selection of entrants and the winner, and the awarding of the prize), which are final and binding in all respects.

#### **6. HOW TO ENTER WIN; ODDS; NOTIFICATION.**

**a. HOW TO ENTER TO WIN:** Beginning on Monday, July 1, 2019 at 12:01am PDT, eligible entrants can submit/upload a photo of themselves enjoying their car or truck and provide the additional required information to a Contest promotional page on the Goodguys website located at [www.good-guys.com/cruisintomiamicontest](http://www.good-guys.com/cruisintomiamicontest). Once the contestant has agreed to the terms and conditions of the Contest and has uploaded their photo and the additional required information, the photo will be posted in a special photo gallery along with some of the information required to be provided by entrant, including, but not limited to, entrant's name, entrant's city and state of residence, and a short description of the photo, on the Contest promotional page available for viewing by the public.

After the Contest entry period has ended on August 30, 2019 at 11:59pm PDT, between September 1 and September 8, 2019, Goodguys will randomly select (8) photos as finalists. Each of the finalist photos chosen will participate in a “Bracket-Style” Fan Voting competition on Facebook. Bracket seeding will be randomly selected by Goodguys.

Beginning on Tuesday, September 10, 2019 at 6:00am PDT, the First Round of Voting (Quarterfinals) will take place on the Goodguys Facebook Page with one bracket competition taking place daily, Tuesday thru Friday. During the Quarterfinals, each day, Tuesday through Friday, a different two of the randomly selected photos chosen as finalists by Goodguys will be posted and the public will be able to vote for their favorite photo of the two photos posted that day. Each member of the public will be eligible to vote only once each day and all voting will take place through the Goodguys Facebook Page, no other means of voting will be accepted. The winners of each daily bracket competition will move on to the Second Round (Semifinals)

Beginning on Tuesday September 17, 2019 at 6am PDT, the Second Round of Voting (Semifinals) will take place on the Goodguys Facebook Page. The first bracket competition will take place on Tuesday, September 17 starting at 6:00am PDT and will conclude at 11:59pm PDT the same day. The second bracket competition will take place on Thursday, September 19 starting at 6:00am PDT and will conclude at 11:59pm PDT the same day. During the Semifinals, on Tuesday, two of top four photos having the most votes during the Quarterfinals will be posted and the public will be able to vote on their favorite photo of the two photos posted that day. During the Semifinals, on Thursday, the other two photos having the most votes during the Quarterfinals will be posted and the public will be able to vote for their favorite photo of the two photos posted that day. Each member of the public will be eligible to vote only once each day and all voting will take place through the Goodguys Facebook Page, no other means of voting will be accepted. The winners of each Semifinal bracket competition will move on to the Third Round (Finals).

Beginning on Monday, September 23, 2019, the Third and Final Round of Voting will take place on the Goodguys Facebook Page with the Fan Voting Beginning on Monday at 6:00am PDT and ending on Thursday, September 26 at 11:59pm PDT. During the Finals, the photo with the most votes on Tuesday during the Semifinals and the photo with the most votes on Thursday during the Semifinals will be posted and the public will be able to vote for their favorite photo of the two photos posted. Each member of the public will be eligible to vote only once during the Finals and all voting will take place through the Goodguys Facebook Page, no other means of voting will be accepted. The Grand Prize Winner will be determined by the contestant that receives the highest number of Fan Votes on Goodguys Facebook Page and will be officially announced on the Goodguys Facebook Page on Friday, September 27, 2019 at or around 10:00am PDT.

**b. PRIZE DRAWING; ODDS:** Eight (8) Contest finalists will be selected randomly by Goodguys. One (1) Grand Prize Winner will be determined to be the finalist that receives the highest total number of votes on the Goodguys Facebook Page during the Third and Final Round of Voting. The remaining seven (7) finalists receiving fewer votes will be announced as Runner-up winners. Odds of winning the prize depend on the number of eligible entries received by Sponsor in the Contest. A selected entrant must comply with

all terms and conditions of these Official Rules and winning and claiming the Grand Prize is contingent upon fulfilling all requirements.

c. **NOTIFICATION:** The potential Grand Prize Winner (“Grand Prize Winner” or “Winner”) may be notified by either phone, mail, courier, or email and will be required to execute and return to Sponsor or its designee a notarized Affidavit of Eligibility, a Liability Release, except where prohibited by law, a Publicity Release, and any and all other documents and forms requested or required by Sponsor or its designee (collectively, an “Affidavit/Release”) in order to claim his/her prize. The Affidavit/Release must be returned to Sponsor or its designee by the date and/or time indicated within the Affidavit/Release. If the potential Grand Prize Winner cannot be contacted within seventy-two (72) hours of the first attempt to contact him/her, or if the potential Winner fails to return the Affidavit/Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if the potential Winner is found to be ineligible, or if the potential Winner does not comply with the Official Rules, then the potential Winner may be disqualified and an alternate winner selected by Sponsor in his/her place at random from the Runner-up entries received by Sponsor or its designee for the Contest. In such event, an alternate potential Grand Prize Winner will be notified as described above and will be required to return the required Affidavit/Release to Sponsor or its designee as described above; provided, however, Sponsor may alter the above timing to meet its Contest schedule. Sponsor is not responsible for the failure of a potential Grand Prize Winner to receive Sponsor’s notification or the required Affidavit/Release for any reason, or for the inability of such potential Winner to return the required documents for any reason. Each Grand Prize Winner agrees that he/she will not conduct or participate in any media interview regarding this Contest or any prize without the express prior written permission of Sponsor.

7. **PRIZE.** Subject to the terms and conditions of these Official Rules, one (1) Grand Prize and seven (7) Runner-up Prizes provided by Nationwide will be awarded in this Contest. The Grand Prize will consist of roundtrip airfare for two (2), single room hotel accommodations for two (2) for three (3) nights (Friday, Saturday and Sunday nights, November 15, 2019 through November 17, 2019), one (1) \$500 gift card for ground transportation expenses, two (2) NASCAR HOT Passes to the NASCAR Ford EcoBoost 400 event weekend taking place November 15-17, 2019, access for two (2) to the Nationwide Pit Road Cabana, two (2) Goodguys/Nationwide Prize Packages and a meet & greet with Dale Earnhardt, Jr. and Alex Bowman. Seven (7) Runner-up Winners will each receive a Goodguys/Nationwide Prize Package and one (1) Dale Earnhardt, Jr. and Alex Bowman autographed photo. All travel and event access logistics and tickets/passes for the Grand Prize Winner will be booked and provided by Nationwide. The ARV of the Grand Prize is approximately US \$2,550. The Grand Prize Winner and guest must travel on the same itinerary and on dates and at times specified by Sponsor and/or Nationwide. All prize activities must be taken and completed by November 18, 2019.

The prize is subject to the following additional requirements and restrictions:

The Grand Prize Winner and Winner’s guest must travel on the same itinerary and on dates and at times specified by Sponsor and/or Nationwide. All prize activities must be taken and completed by November 18, 2019. All costs and expenses not specified herein, related to the prize or the use thereof, including but not limited to ground transportation, additional lodging, meals, beverages, equipment rentals, lodge/hotel amenities (unless expressly stated as part of the prize), taxes and

assessments (including, without limitation, income taxes, departure taxes, ticket taxes and customs user fees), gratuities, insurance, surcharges and other expenses incurred by accepting and using the prize are the sole responsibility of the Grand Prize Winner. Winner's guest must, as of the date of travel, be a legal resident of the United States and eighteen (18) years of age or older; provided, that a guest under eighteen (18) years old may accompany the winner, if the winner is the parent or legal guardian of such minor or separate arrangements have been made, at winner's cost, to bring a parent or legal guardian. Winner's guest must execute and deliver to Sponsor a notarized Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release in the form(s) provided by Sponsor by the date indicated for return on the document(s) as a condition to booking or use of any component of the prize; which documents must also be executed by the accompanying parent or legal guardian for any minor guest on behalf of such parent or legal guardian and on behalf of the minor guest. Additionally, Winner's guest must submit to a background check at Sponsor's request, and Sponsor reserves the right to disqualify any Winner's guest based on such background check if Sponsor determines in its sole discretion that any such individual might reflect negatively on Sponsor or any of its Contest partners. Winner's guest will cooperate with Sponsor and its representatives in connection with any and all verification and background check activities, including, without limitation, by executing and delivering to Sponsor or its designee by the time indicated by Sponsor or its designee any verification and background check authorization forms required by Sponsor or its designee. If Winner's guest fails or refuses to execute and deliver or otherwise provide the requested verification and background check authorization forms, Sponsor may refuse to extend the Winner's privileges to Winner's guest.

The prize is nontransferable, nonassignable, nonnegotiable, and not redeemable for cash or credit. The prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or for which Sponsor shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND WINNER ASSUMES ANY AND ALL RISK OF USING THE PRIZE INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE OR DEATH. No prize substitutions, except by Sponsor, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of equal or greater value (including cash) if the prize (or a component thereof) is not available for any reason as determined by Sponsor in its sole discretion. Unused components of the prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with the prize award, redemption, receipt and use, including, without limitation, all federal, state and local taxes on the prize. If applicable, winner will be issued an IRS Form 1099 for the actual retail value of the prize. Winner waives the right to assert as a cost of winning the prize any and all costs of verification and redemption or travel to redeem the prize. If a winner is eighteen (18) years or age or older, but is considered a minor in his/her jurisdiction of primary residence, the prize may be awarded to the minor's parent or legal guardian who must assume all responsibilities of the prize winner. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of the prize, in which case, no consideration will be awarded.

8. **PUBLICITY.** Except where prohibited by law, participation in the Contest constitutes winner's consent to Sponsor's (and its designees', successors' and assigns') use of winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown, state and country for promotional purposes in any manner or media (including, without limitation, online),

worldwide, in perpetuity, and without further payment, consideration, attribution, notice, review or consent.

**9. GENERAL CONDITIONS.** Sponsor reserves the right to require entrants to complete, execute and deliver to Sponsor additional documents at any time as required, in the forms provided, and within the timeframe required by Sponsor, or the Winner, entrant or participants may be disqualified. Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Sponsor's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Sponsor reserves the right (but does not have the obligation) in its sole discretion to award the Grand Prize at random from among eligible, non-suspect entries received up to the time of suspected impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage any website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

**10. RELEASE.** By entering, each entrant forever and irrevocably releases and holds harmless Nationwide Mutual Insurance Company, Hendrick Motorsports, LLC and Sponsor, and each of their respective parents, subsidiaries and affiliates, and their respective agents, advertising and promotion agencies, affiliates, and all of their respective employees, officers, directors, shareholders, licensors, agents, and assigns from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from entrant's participation and/or entry in the Contest and/or entrant's award, receipt or use of any prize awarded in the Contest.

**11. LIMITATION OF LIABILITY.** Sponsor is not responsible for: (a) incorrect or inaccurate transcription of entry information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, or misdirected entries or entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the entry process or the Contest; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest, or from viewing, playing or downloading any material from Sponsor's website(s), regardless of whether the material was prepared by Sponsor or a third party, and regardless of whether the material is connected to Sponsor's websites by a hypertext link.

**12. DISPUTES.** Each entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in state courts located in

Alameda County, California; entrant submits to sole and exclusive personal jurisdiction to said courts in the State of California for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of California, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California.

**13. DATA COLLECTION.** Entrants provide personal information to Sponsor and its designees when they enter the Contest. Sponsor and its designees collect this information and use it (a) to administer this Contest, (b) for market research, and (c) for other marketing purposes, in accordance with applicable law. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. By entering into this Contest you agree to receive marketing and promotional communications from Sponsor and Nationwide. You may withdraw your consent at any time without impacting your chances of winning by contacting Goodguys Data Protection Officer at 1071 Serpentine Lane, Pleasanton, California, 94566, [jessicas@good-guys.com](mailto:jessicas@good-guys.com) and 925-218-9131. For more information about the ways Sponsor uses and shares personal information collected online through its website, please see the Privacy Policy of Sponsor located at [www.good-guys.com](http://www.good-guys.com). In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.

**14. OFFICIAL RULES.** These Official Rules are available at the Contest website located at [www.good-guys.com/cruisintomiamicontest](http://www.good-guys.com/cruisintomiamicontest) or by sending a self-addressed postage-stamped envelope to "2019 Goodguys Cruisin' to Miami Contest – Rules Request," 1071 Serpentine Lane, Pleasanton, CA 94566 Attn: Marketing Dept.

**15. WINNER'S LIST.** To request the name of the Contest winner, send a self-addressed postage-stamped envelope to "2019 Goodguys Cruisin' to Miami Contest – Winner's Request," 1071 Serpentine Lane, Pleasanton, CA 94566 Attn: Marketing Dept.