

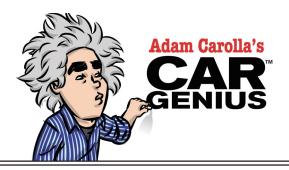
## ADAM CAROLLA'S CAR GENIUS SWEEPSTAKES "CRUISE WITH ADAM" OFFICIAL RULES

## **NO PURCHASE NECESSARY**

- SWEEPSTAKES DESCRIPTION: The Adam Carolla's Car Genius Sweepstakes "Cruise With Adam" (the "Sweepstakes") begins on 10/1/16 at 12:00:00 AM Eastern Time ("ET") and ends on 10/31/16 at 11:59:59 PM (ET) (the "Sweepstakes Period"). Participation in the Sweepstakes does not constitute participation in any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Adam Carolla's Car Genius, 16217 Kittridge Street, Van Nuys, CA 91406 ("Sponsor"), which shall be final and binding in all respects.
- 2. ELIGIBILITY: Only legal residents of the United States and District of Columbia who are twenty-one (21) years of age or older at the time of entry. Employees, officers, directors, managers, members and partners of Adam Carolla's Car Genius and any contractors, consultants, partners, joint venturers or licensees who are participating in, assisting with or otherwise involved in the Sweepstakes its and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "Sweepstakes Entities") and the immediate family members, and/or those living in the same household of each are not eligible to participate in the Sweepstakes. Sweepstakes is void where prohibited by law.
- 3. HOW IT WORKS: To enter the Sweepstakes, you must download the Adam Carolla's Car Genius Application (the "**App**") to a compatible smartphone or tablet computer. Once the App is downloaded, you may get one (1) entry into the Sweepstakes by going to the "Offers" page, then selecting the "Sweepstakes" page and following the on-screen instructions to provide your full name, email address, and confirm date of birth and selecting "Enter Now". Once you have downloaded the App, you may receive one (1) additional entry by following these instructions each day during the Sweepstakes Period. For purposes of these Official Rules, a "day" is defined as any twenty-four (24) hour period during the Sweepstakes Period beginning at 12:00:00 AM (ET) and ending at 11:59:59 PM (ET). Limit one (1) entry per person/email address per day.

<u>Bonus Entries</u>: You may receive five (5) total Bonus Entries by opting to register for a Car Genius account as indicated during Sweepstakes entry. You may only receive the Bonus Entries one (1) time during the Sweepstakes Period.

The App is available for free in the iTunes and Android stores. If you choose to download the App to participate in the Sweepstakes, be aware that **STANDARD DATA RATES MAY APPLY** to the download of



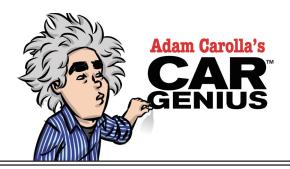
the App. You should contact your data service provider for pricing plans and details. Check your phone's capabilities for specific instructions. There is no guarantee that the App will work with all carriers or on all devices.

Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with Sponsor's Privacy Policy available at www.cargeniusapp.com. By entering the Sweepstakes, entrants consent to receive notification of future promotions, advertisements or solicitations by or from Sponsor and/or Sponsor's parent companies, affiliates, subsidiaries and business partners, via email or other means of communication.

The Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error, which may occur in the processing of the entries in the Sweepstakes. The Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited and will result in automatic disqualification of any such entry.

In the event of a dispute over the identity of an entrant, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

4. WINNER SELECTION AND NOTIFICATION: At the end of the Sweepstakes Period, the prize winner will be randomly selected from all eligible entries received during the Sweepstakes Period. The potential prize winner will be notified by e-mail, using the e-mail address provided at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she

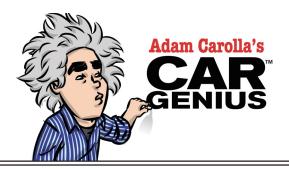


has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. The odds of winning depend on the number of eligible entries received.

5. PRIZE: One (1) Grand Prize is available. The Grand Prize consists of the opportunity for the winner and one (1) guest to go on the Adam Carolla Show Experience cruise (the "Cruise"). The Cruise consists of a three (3) day round-trip cruise scheduled for 12/9/16 through 12/12/16 departing from Long Beach, CA on Carnival Inspiration and traveling to Ensenada, Mexico. It is contemplated that the Cruise will consist of the following, however, the actual Cruise elements may vary based on actual details Cruise: a) one (1) night hotel accommodations (one-room, double occupancy) in Long Beach, CA the night of 12/8/16 (if necessary); b) one (1) double-occupancy ocean view stateroom on the main deck for the duration of the Cruise; c) a meet and greet with Adam Carolla (subject to availability); and d) a merchandise goodie bag. The approximate retail value ("ARV") of the Grand Prize is \$2,000. TRANSPORTATION TO/FROM LONG BEACH, CA IS THE SOLE RESPONSIBILITY OF THE WINNER.

Cruise prize winner and his/her guest must each possess a valid passport a minimum of sixty (60) days prior to the earliest possible travel date. Cruise prize winner and his/her guest will be responsible for obtaining the necessary passports and other travel documents required for travel on the Cruise (collectively, "**Required Travel Documents**"). Any and all costs associated with obtaining or expediting the Required Travel Documents will be the sole responsibility of the Cruise prize winner and his/her guest.

Cruise includes all food, water, tea, coffee, some juices, pool/hot tub use, live entertainment, night club and comedy club access. For more information about the Cruise <u>click here</u>. Prize winner is responsible for all elements of the prize not specifically described herein, including but not limited to shore excursions; travel insurance; laundry service; spa treatments; alcoholic beverages; telephone calls; ship to shore communications including fax and internet; merchandise; souvenirs; incidental expenses, parking, tips, gratuities, and Cruise Taxes. **The winner's guests must be twenty-one (21) years of age or older**. All prize details are at the sole discretion of the Sweepstakes Entities. Grand Prize winner cannot assign or transfer the prize to another person. No prize substitution or cash alternative is allowed except at the sole discretion of Sweepstakes Entities, who reserve the right to substitute a prize (or any portion thereof) of comparable or greater value, in their sole discretion. Any depictions of prizes are for illustrative purposes only. In the event winner and/or his/her guest engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send winner and/or his or her guest home with no further compensation.

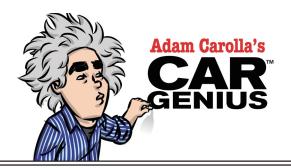


ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES, ASSOCIATED WITH THE RECEIPT OR USE OF A PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. An IRS Form 1099 will be issued in the name of the winner for the actual value of any prize received; therefore the winner must provide his/her Social Security Number for tax reporting purposes.

6. **GENERAL PRIZE CONDITIONS**: Any potential prize winner must sign and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"), which will be provided to such potential winner following verification. If the potential winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), such potential winner may be disqualified and, time permitting, an alternate winner will be selected. The winner's guest will also be required to execute applicable Prize Claim Documents as directed by Sponsor.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. <u>WITHOUT LIMITING THE</u> <u>GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND,</u> <u>EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT</u> <u>NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT</u>.

7. **GENERAL**: Acceptance of a prize constitutes prize winner's permission for Sponsor and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable



transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. ANY ATTEMPT TO DAMAGE ANY APP OR ONLINE SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY VIOLATE CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

- 8. **GOVERNING LAW/JURISDICTION**: THESE OFFICIAL RULES AND ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF CALIFORNIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY OTHER JURISTICTION.
- WINNER'S LIST: For the name of the winner, send a self-addressed, stamped envelope to: Adam Carolla's Car Genius Sweepstakes "Cruise With Adam", Attn: Winner's List, 5030 E. Second Street, Suite 205, Long Beach, CA 90803. All such requests must be received within six (6) weeks after the end of the Sweepstakes Period.