## CLUBLEXUS.COM APEX OF PERFORMANCE CONTEST OFFICIAL RULES

- 1. Eligibility: ClubLexus.com's "Apex of Performance" Contest (the "Sweepstakes") is open only to registered users of ClubLexus.com. You must be a legal resident of the 48 contiguous United States or the District of Columbia over the age of 18 with access to the Internet and a valid email account. All employees of Internet Brands, Inc. ("Sponsor"), all employees of Amazon ("Sweepstakes Partner"), all associated agencies and their respective affiliates, licensees or agents (collectively, "Sweepstakes Entities"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether related or not), are ineligible to participate in the Sweepstakes. All applicable federal, state and local laws and regulations apply. Void where prohibited or restricted by law. Entry in the Sweepstakes constitutes your full and unconditional acceptance of these Official Rules. NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.
- **2. Sweepstakes Period:** Unless specified otherwise, the Sweepstakes entry period begins on August 24, 2020 when the Sweepstakes thread is posted on Website and ends at 11:59 p.m. PDT on September 7, 2020 (the "Sweepstakes Period"). Winners will be selected by staff vote from entries properly submitted and timely received during the Sweepstakes Period.
- **3. Sweepstakes Entry:** You may enter the Sweepstakes during the Sweepstakes Period by using an APPROVED method of entry. The APPROVED method of entry is:
- **a.** Online Entry. Visit ClubLexus.com and accurately post a minimum of one photo of your car, along with a description of a summer outing, in the Sweepstakes thread during the Sweepstakes Period. Limit one (1) entry per registered user or email address.

Multiple entrants are not permitted to share the same email account. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder will be deemed to be the participant. The "authorized account holder" is the natural person assigned an email account. The potential winner may be required to show proof of being the authorized account holder.

All entries become the property of Sponsor and will not be acknowledged or returned. Incomplete entries are void. Proof of submission is not proof of receipt. Multiple entries and mechanically reproduced copies are void.

- **4. Selection of Sweepstakes Winners/Odds:** There will be one (1) winners. The winners will be selected by staff from the pool of members who accurately complete a post on the Sweepstakes thread during the Sweepstakes Period. The winner will be notified via private message on the forum. Each winner will have 96 hours to respond to the private message on the forum to claim their prize. The winner will be announced on the Sweepstakes thread within 96 hours following the Sweepstakes Period. In the event that a winner is disqualified for any reason, Sponsor may, in its sole discretion, award the applicable prize to an alternate winner. Any return of prize notification or prize email as undeliverable will result in forfeiture of any prize and an alternate winner may, at Sponsor's discretion, be selected. Decisions of the Sponsor on all matters relating to the Sweepstakes are final. Sponsor reserves the right not to award prize in the event that an insufficient number of eligible entries, as determined by the Sponsor, in their sole discretion. Odds of winning the Sweepstakes will depend on the number of eligible entries received during the Sweepstakes Period.
- **5. Prizes:** The winner will receive one (1) set of four (4) Yokohama ADVAN Apex V601 tires (ARV US \$1,100). Prizes will not be replaced if lost or stolen, are not transferable and are not redeemable for cash. Sponsor reserves the right to substitute a prize of equal or greater value if entire prize or a portion of advertised prize is unavailable for any reason. The Sponsor will deliver the prize to the winner by Federal Express (FedEx), United Parcel Service (UPS), or a similarly suitable shipping service. The reporting and payment of any tax liabilities (federal, state and local) incurred by the winner as a result of the Sweepstakes is the sole responsibility of the winner. Any and all guarantees and warranties for merchandise prize is subject to the manufacturer's terms and conditions, and the winner agrees to look solely to such manufacturer for any such warranty or guarantee claim.
- **6. Publicity:** As a condition of entry into the Sweepstakes, except where prohibited by law, each entrant and winner, by accepting a prize, grants to Sponsor (and its affiliates, legal representatives, assigns and licensees), all right, title and interest in to publicize, broadcast, display and/or otherwise use the Sweepstakes entrant's name, city, state, and biographical material (collectively, "Licensed Rights") in any media for advertising and publicity purposes, without additional review, compensation, permission or approval of the winner. The winner may be required to execute and return an Affidavit of Eligibility/Liability and Publicity Release within five (5) business days of attempted notification or the winner may be disqualified and an alternate winner selected.

- 7. General Rules: By entering or participating in the Sweepstakes, participants agree to be bound by these Official Rules, and by the decisions of Sponsor, which are final and binding in all respects. Sponsor is not responsible for: (a) any incorrect or inaccurate information or technical failures of any kind, (b) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (c) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Sweepstakes, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Sweepstakes is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (or portion thereof). Sponsor also reserves the right at its sole discretion to disqualify the entry of any individual found to be (i) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or any website operated by the Sweepstakes Entities; (ii) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (iii) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (iv) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Sweepstakes Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in the Sweepstakes or in any activity related thereto or from any interaction with, or downloading of, computer Sweepstakes information. The personal information collected through the Sweepstakes is subject to ClubLexus.com's Privacy Policy. By entering the Sweepstakes, you agree to the use of your personal information as described in the Privacy Policy.
- **8. Participants' Obligations:** By participating in the Sweepstakes, you agree to be bound by these Official Rules and the decisions of Sponsor. By accepting the prize, the winner agrees to release and hold Sweepstakes Entities and their agents and affiliates harmless from and against any and all losses, damages, rights, claims, actions and liabilities of any kind in connection with the Sweepstakes or receipt or redemption of the prize. The winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in the Sweepstakes or use or redemption of the prize. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of California without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of California.
- 9. Winners' List: For a list of the Sweepstakes winners, send a self-addressed stamped envelope to: Internet Brands, Inc., Attn: ClubLexus.com's "Apex of Performance" Contest Winners' List, 909 North Sepulveda Boulevard, 11th Floor, El Segundo, CA 90245. Requests for winners' list must be received within thirty (30) days after the end of the Sweepstakes Period.

10. Sponsor: Internet Brands, Inc., 909 North Sepulveda Boulevard, 11th Floor, El Segundo, CA 90245

Revised: August 31, 2020