

2017 #22 Autographed Diecast Fitzgerald Ford Mustang Giveaway OFFICIAL RULES

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. ("Facebook") or Instagram Inc. ("Instagram"). You understand that you are providing your information to Fitzgerald Glider Kits ("Sponsor" or "FGK") and not to Facebook or Twitter. Any questions, comments or complaints regarding this Sweepstakes shall be directed to Sponsor and not to Facebook or Twitter.

1. Entry Period: #22 Autographed Diecast Fitzgerald Ford Mustang (the "Sweepstakes" "Promotion Periods" are:
2. Promotion One- Facebook/Instagram:
3. Giveaway: September 5, 2017, 12:01 AM-October 1, 6:00 PM EST (the "Promotional Period")
4. Sponsor's computer is the official time keeping device for the Sweepstakes.

5. Eligibility: The Sweepstakes is open only to legal residents of the fifty (50) United States or the District of Columbia who are physically located therein and who are at least eighteen (18) years of age or older at the time of entry. Employees, contractors, agents, directors and officers of Sponsor, Fitzgerald Glider Kits affiliates, Fitzgerald Glider Kits, Bristol Motor Speedway, Brad Keselowski Racing . their respective parents, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies, Sweepstakes Administrator, and all other service agencies involved with the Sweepstakes (collectively, including Sponsor, "Sweepstakes Parties"), and members of their immediate family (spouse, parents, in-laws, grandparents, siblings, children and grandchildren) and household (whether related or not) are not eligible to participate or win. Void in overseas U.S. territories, possessions, commonwealths and military installations, and where prohibited by law. By participating in this Sweepstakes, entrants fully and unconditionally agree to be bound by these Official Rules and by the decisions of Sponsor that are final in all matters relating to this Sweepstakes. Sponsor reserves the right to request any documents necessary to verify eligibility.

6. How To Enter: Log on to www.facebook.com during the Sweepstakes Period. To enter the promotion, consumers must share the post from Fitzgerald Glider Kits facebook page (www.facebook.com/fitzgeraldtrucksales) and tag the Fitzgerald Glider Kits page in the message. Using the hashtag #FitzgeraldGliderKits is encouraged but not a requirement.

7. One entry per day, per entrant. In the event of a dispute as to the identity or eligibility of a potential winner who has entered online, the entry will be declared made by the registered user of the Instagram account used to enter the Sweepstakes. The "registered user" of Instagram account is the natural person assigned a Instagram account by Instagram. Limit of one (1) entry per person, per valid Instagram account, per day. If any individual submits entries in excess of the disclosed maximum, by any means, including but not limited to establishing or using multiple Instagram accounts, they will be disqualified and any prizes won will be forfeited, subject to Sponsor's sole discretion. Online entries must be received during the promotional periods outlined in Section 1. Once submitted, all entries become the sole property of Sponsor and will not be returned. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entry that is lewd, obscene, sexually explicit, disparaging, defamatory or libelous in any nature, or does not comply with these Official Rules. Further, entrant warrants that his/her entry will not violate the rights of any third party.

8. In the event of a dispute as to the identity or eligibility of a potential winner who has entered online, the entry will be declared made by the registered user of the Facebook account used to enter the Sweepstakes. The "registered user" of Facebook account is the natural person assigned a Facebook account by Facebook. Limit of one (1) entry per person, per valid Facebook account, per day. If any individual submits entries in excess of the disclosed maximum, by any means, including but not limited to establishing or using multiple Facebook accounts, they will be disqualified and any prizes won will be forfeited, subject to Sponsor's sole discretion. Online entries must be received during the promotional periods outlined in Section 1. Once submitted, all entries become the sole property of Sponsor and will not be returned. Sponsor reserves the right, in its sole and absolute discretion, to disqualify any entry that is lewd, obscene, sexually explicit, disparaging, defamatory or libelous in any nature, or does not comply with these Official Rules. Further, entrant warrants that his/her entry will not violate the rights of any third party.

9. Prizes: Winners during sweepstakes period one will win one of two (2) autographed replica #22 Fitzgerald Glider Kits Ford Mustang Diecast ("Bundle") (Total Approximate Retail Value ("ARV") of each replica is \$200.00). (Total ARV of this prize pack Bundle is \$200.00.)

1. There are (2) opportunities to win a autographed replica #22 Fitzgerald Glider Kits Ford Mustang Diecast. Two (2) Opportunities to win will be made available during the giveaway on Facebook.
2. General Prize Conditions: Any difference between ARV stated herein and actual value of the prize will not be awarded. Any depictions of prizes are for illustrative purposes only. All expenses not specifically stated herein are the sole responsibility of winners. No cash substitutions for prize (or prize component) will be permitted and prize is non refundable, non-assignable, and nontransferable, except at sole discretion of Sponsor. Sponsor reserves the right to substitute the prize (or prize component) for one of equal or greater value for any reason. All potential prize winners are subject to verification of eligibility

and compliance with these Official Rules. Federal, state and local taxes are the sole responsibility of the winners. The winner of any prize with an ARV of \$600 or more will be issued a 1099 Tax Form for the total value of the prize in the calendar year that he/she won the prize and will be required to provide Sponsor with his/her social security number. In the event a potential prize winner is considered a minor in his/her jurisdiction of residence, the prize and all components thereof will be awarded in the name of the potential winner's parent or legal guardian. By accepting a prize, such parent/guardian further agrees to all obligations (including tax liability) and undertakings of winner, both on behalf of himself/herself and winner. By accepting a prize, each winner (or parent/legal guardian if winner is a minor in his/her jurisdiction of residence) agrees to allow use of his/her name, likeness and/or biographical information for promotional purposes without additional notice or compensation, in any and all media (including but not limited to the Sponsor's Web site), worldwide, in perpetuity, except where prohibited. Limit one (1) prize per person/family/household/address. All prizes are awarded as is. Sponsor makes no representations or warranties with regard to any prize (excluding only Sponsor's products). By receipt of any prize, winners (their parents/legal guardians if winners are minors in their jurisdiction of residence) agree to release and hold harmless Sweepstakes Parties and Facebook, Inc. and Twitter and each of their respective parent companies and each such company's officers, directors, members, employees and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

10. Winner Selection, Notification, and Odds of Winning: Winners will be selected by Sponsor in a random drawing conducted from all eligible entries received during the Sweepstakes Period at the end of the promotional period. Non-winning entries will not be carried over into any additional subsequent promotional period. Odds of winning a prize depend on the total number of eligible entries received during the Sweepstakes Period.

1. Potential winners will be notified during each promotional period via the Fitzgerald Glider Kits Brand Facebook/Instagram page or Team Penske Brand Facebook/Instagram page or BKR Racing Brand Facebook/Instagram page. Winners must private message the Fitzgerald Glider Kits/Team Penske/Bristol Motor Speedway Brand Facebook/Instagram page with their full name and valid mailing address within six (6) hours of announcement to claim prize. Potential winners may be required to sign a Winner's Agreement and Release and return it by the date specified or the prize will be forfeited in its entirety and another potential winner may be selected. Prize will be organized for pick-up at will call on the day of the event.
2. Please allow one (1) day after the end of the Sweepstakes Period and completion of the verification process for delivery of prize.

3. If the six (6) hour period expires and a potential winner has not claimed the prize, if he/she is found to be ineligible, if he/she cannot or does not comply with these Official Rules or any instructions provided by Sponsor specified in the notification notice, or if his/her prize or prize notification is returned as undeliverable, potential winner will be disqualified and an alternate potential winner may be selected at Sponsor's sole discretion, even if the disqualified potential winner's name may have been publicly announced. All decisions are final.

11. An entrant is not a winner of any prize, even if the Sweepstakes should so indicate, unless and until Sponsor has received all required documents within the timeframe stated therein, entrant's eligibility and compliance with these Official Rules has been verified, and entrant has been notified that verification is complete. Sponsor will not accept other evidence of winning in lieu of its validation process.

12. Other Conditions: By participating in the Sweepstakes, each entrant (his/her parent/legal guardian if a resident of a jurisdiction that deems him/her to be a minor) agrees that Sweepstakes Parties shall not be responsible or liable for: (i) entries, or Winner's Agreements and Releases which are late, forged destroyed, lost, misplaced, stolen, misdirected, tampered with, mutilated, illegible, unreadable, unintelligible, incomplete, deleted, damaged, postage-due, or otherwise not in compliance with these Official Rules, and all such entries and/or Winner's Agreements and Releases will be disqualified or void; (ii) human error; (iii) incomplete transmission defaults or faulty network connections, telephone, computer server/system/software failure of any kind; (iv) delayed, garbled or corrupted data; (v) any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer related to or resulting from participation in, uploading or downloading any materials for this Sweepstakes; and/or (vi) any interruptions in or postponement, cancellation, or modification of the prize or Sweepstakes. Any attempts by an individual to access the Sweepstakes or Web site via a bot script or other brute-force attack will result in that IP address becoming ineligible. Sponsor reserves the right to modify, suspend, or terminate (in whole or part) this Sweepstakes and/or the prizes, if, in Sponsor's sole discretion, the Sweepstakes is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sweepstakes Parties, which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, or for any reason Sponsor deems it necessary. In such event, Sponsor/judges will select the winners by means of a random drawing comprised of all eligible, salvageable entries received during the Sweepstakes Period prior to (and/or after, if appropriate) the action taken by Sponsor or by some other means deemed by Sponsor in its sole discretion to be fair, appropriate and consistent with the spirit of these Official Rules. Sponsor shall have no liability for and any Sweepstakes entry, winner notification, or promotional material will be automatically void if it is determined to be a mass entry or

electronically reproduced, forged, altered or tampered with in any way, or if it contains programming, printing, typographical or other errors, incorrect or inaccurate information, or if it is obtained outside authorized channels. Sponsor reserves the right to terminate/cancel the Sweepstakes as a result of any printing errors. By entering this Sweepstakes, you (your parent/legal guardian if resident of a jurisdiction that deems you to be a minor) accept and agree to be bound by these Official Rules and the decisions of (as well as the interpretation of the Official Rules by) the Sponsor/judges, which shall be final. Sponsor reserves the right at its sole discretion to disqualify any individual it (or the judges) find(s) to be tampering with the entry process or the operation of the Sweepstakes or Website, to be acting in violation of the Official Rules or any laws, or to be attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, misappropriation, infringement or any other unfair or disruptive playing practices/poor sportsmanship, or intending to annoy, abuse, threaten or harass any other entrants, person, entity, or Sponsor representatives. ANY ATTEMPT TO DELIBERATELY DAMAGE THE SITES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

13. Release and Limitations of Liability: Except where prohibited, by participating in the Sweepstakes, entrants agree to release and hold harmless Fitzgerald Truck Sales, All Affiliates of Fitzgerald Truck Sales, Fitzgerald Glider Kits, Penske, Bristol Motor Speedway, Facebook, Inc., Instagram, and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of them (the "Released parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize.

18. Dispute Resolution/Choice of Law: By participating, entrants (their parents/legal guardians if residents of a jurisdiction that deems them to be minors) agree that: (i) any claim, dispute or cause of action regarding the Sweepstakes or these Official Rules shall be brought individually (NOT AS PART OF A CLASS ACTION) in the state courts of the State of Tennessee, (ii) the court shall apply the law of the State of Tennessee, without giving effect to any choice of law or conflict of law rules, in adjudicating any such claim/dispute/cause of action, as well as all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, (iii) they consent to the personal and subject matter

jurisdiction of such courts as the exclusive tribunal for adjudication of any such claim/dispute/cause of action; and (iv) their recovery will be limited to actual out-of-pocket costs involved in participating in the Sweepstakes (if any) and they expressly waive their right to all other forms of recovery, including by way of example only, punitive, consequential, indirect, incidental, special and exemplary damages as well as attorneys' fees for bringing such claim/dispute/cause of action or court costs associated with any such claim/dispute/cause of action. By accepting a prize, winners (their parents/legal guardians if residents of a jurisdiction that deems them to be minors) agree that Sweepstakes Parties are not responsible for, and shall be indemnified and held harmless by prize winners against, any claims, injuries, losses or damages of any kind resulting from the acceptance, use, misuse, possession, loss, or defects of the prize(s), or his/her participation in this Sweepstakes.

19. Winner's List: For the First Name, Last Initial, City, State of the winner[s], contact info@fitzgeraldgliderkits.com by October 15, 2017..

Sponsored by Fitzgerald Glider Kits 752 Interstate Ln, Crossville, TN 38571
Sweepstakes Administrator: Fitzgerald Glider Kits 752 Interstate Ln, Crossville, TN 38571
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