

# **"QUICK QUACK BYU COUGAR KICKOFF" SWEEPSTAKES**

## **OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

1. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of Utah, who are 18 years of age or older at the time of entry. You need not be present to win. Employees (and their immediate families or those living in the same household) of Quick Quack Car Wash Holdings, LLC ("Quick Quack" or "Sponsor"); and its affiliates, subsidiaries, divisions, parent and related companies are not eligible to enter or win.
2. **HOW TO ENTER:** Sweepstakes begins at 12:01 a.m. PST on August 16, 2022 and ends at 11:59 p.m. PST on September 29, 2022. You may enter this Sweepstakes via either the on-line or mail-in entry methods described below. Regardless of entry method you may enter only once per person per day. All entries must be received by 11:59 p.m. PST of the last day of the Sweepstakes, i.e. September 29, 2022, whether submitted on-line or mailed-in. Proof of depositing entry in mail is not considered proof of delivery or receipt. No photocopied or mechanically reproduced entries will be accepted. Illegible, incomplete and duplicate entries will be disqualified. Entries will not be accepted from post office boxes. All entries become the property of Sponsor and will not be returned.
  - a. **ON-LINE ENTRY METHOD:** Beginning on August 16, 2022, you may enter the Sweepstakes via the Internet by logging on to [www.dontdrivedirty.com/byu-cougar-kick-off-2022/](http://www.dontdrivedirty.com/byu-cougar-kick-off-2022/) and following the entry directions. You may be required to provide some or all of the following information: your name, age, address, city, state, zip code, telephone number, and e-mail address. On-line entrant must be the registered subscriber of the e-mail account by which the entry is made. In the event of a dispute as to entries submitted by multiple users having the same e-mail account, the authorized subscriber of the e-mail account (as specified by the Internet Service Provider) used to enter the Sweepstakes at the actual time of entry will be deemed to be the entrant. Entries made by any individual or any entity other than the named entrant and/or originating at any other Internet Website, including (but not limited to) commercial sweepstakes subscription notification and/or entering service sites are void.
  - b. **MAIL-IN ENTRY METHOD:** Alternatively, you may enter the Sweepstakes by hand-printing the words "Quick Quack BYU Cougar Kickoff" Sweepstakes, your name, age, address, city, state, zip code, telephone number, and e-mail address (if applicable) on a 3" x 5" card and mailing it in an envelope to: "Quick Quack BYU Cougar Kickoff" Sweepstakes, c/o Quick Quack, 1380 Lead Hill Blvd., Suite 260, Roseville, CA 95661.
3. **PRIZES AND APPROXIMATE RETAIL VALUE:** There will be one (1) Prize Winner awarded. Each Prize is One Year Free BEST Unlimited Car Washes. The Prize consists of an Unlimited Best "Lucky Duck" Membership for one year. The approximate total retail value of the Prize is \$500.00. If a Prize Winner is unable to redeem the prize by the November 30, 2022, the prize will be forfeited without any compensation to the Prize Winner and an alternate Prize Winner will be selected. All other expenses not specifically mentioned are not included in the Prize.

All other expenses relating to acceptance of Prize not explicitly stated herein are responsibility of Prize Winner. If for any reason the Prize Winner cannot accept the Prize, the Sponsor shall have no further obligation to the Prize Winner. Certain restrictions may apply. The Prize is non-transferable, and no substitutions or cash equivalents will be allowed, except at the sole discretion of the Sponsor, who reserves the right to award prize of comparable or greater value. All details of the Prize not specified herein shall be determined solely by Sponsor.
4. **RANDOM DRAWING:** A total of one (1) Prize Winners will be selected in a random drawing on or about October 3, 2022 by judges selected by Sponsor, whose decisions are final and binding in all matters relating to this Sweepstakes. The Prizes are guaranteed to be awarded. Only one (1) Prize Winner per

household is permitted. The Prize Winner will be notified by telephone, email or mail service on or about October 5, 2022.

5. **PRIZE CONDITIONS:** No substitution for any Prize will be permitted. If necessary due to unavailability of the Prize, a Prize of equal or greater value will be awarded at the discretion of the Sponsor. The Prize is not transferable, assignable or redeemable for cash. Each Prize Winner will be required to execute an Affidavit of Eligibility and Publicity/Liability Release. Failure to return all required documents in this time period may result in the Prize Winner being disqualified and an alternate Prize Winner selected. If a Prize notification is returned to Sponsor as undeliverable or if an entrant is found to be ineligible or declines acceptance of the Prize for any reason, an alternate Prize Winner will be selected. By entering this Sweepstakes and/or accepting the Prize, each Prize Winner and entrant hereby consents (except where prohibited by law) to the reasonable use by Sponsor of the Prize Winners' and entrants' photograph, voice, likeness and/or image, hometown address, contents of the entry form and the name and age of the Prize Winners and entrants without any further compensation for any future promotional activity related to this Sweepstakes.
6. **ODDS OF WINNING:** Odds of winning a Prize depend on the total number of eligible entries received for the Sweepstakes and are equal regardless of method of entry.
7. **CONDUCT OF PARTICIPATION:** By entering the Sweepstakes, entrant affirms that he or she has read and agrees to abide by the Official Rules and the decisions of the judges. Sponsor reserves the right to disqualify any entrant acting in violation of the Official Rules or found tampering with the entry process or with the operation of the Sweepstakes or the website. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. The Sweepstakes is governed by the laws of the state of California, without regard to any conflict of law rules; and, by entering; all Prize Winners and entrants hereby submit to the jurisdiction and venue of the federal, state and local courts located in Sacramento, California. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE RELATED TO SPONSOR OR THE SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.
8. **LIMITATIONS OF LIABILITY:** QUICK QUACK CAR WASH HOLDINGS, LLC AND ITS AFFILIATES, SUBSIDIARIES, PARENT CORPORATIONS, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS, ARE NOT RESPONSIBLE FOR ANY INCORRECT OR INACCURATE ENTRY INFORMATION, THEFT, TAMPERING, DESTRUCTION, OR UNAUTHORIZED ACCESS TO, OR ALTERATION OF ENTRIES; PRINTING OR OTHER ERRORS; AND ANY ENTRIES OR MAIL WHICH ARE LATE, LOST, DELAYED, INCOMPLETE, MISDIRECTED, STOLEN, MUTILATED, ILLEGIBLE, POSTAGE DUE OR ANY COMBINATION THEREOF. SPONSOR RESERVES THE RIGHT TO MODIFY, SUSPEND OR TERMINATE THE SWEEPSTAKES IN THE EVENT THAT IT BECOMES NECESSARY DUE TO CIRCUMSTANCES BEYOND SPONSOR'S CONTROL. IN THE EVENT THE SWEEPSTAKES IS TERMINATED EARLY, A PRIZE WINNER WILL BE SELECTED FROM ALL ELIGIBLE ENTRIES RECEIVED AT THE TIME OF TERMINATION.
9. **RELEASE OF LIABILITY:** By participating, each Prize Winner and entrants agree to release, discharge, indemnify and hold harmless Quick Quack Car Wash Holdings, LLC and its affiliates, subsidiaries, parent corporations, and their officers, directors, employees, representatives and agents from and against any claims made by the Prize Winner, entrants or any other third parties related in any way to the operation of this Sweepstakes, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any Prize or participation in any Sweepstakes-related activity or participation in this Sweepstakes. Furthermore, by entering the Sweepstakes, each Prize Winner agrees and consents, without further authorization, compensation or remuneration of any kind, to Quick Quack Car Wash Holdings, LLC and its affiliates,

subsidiaries, parent corporations, and their officers, directors, employees, representatives and agents the right to the use of his or her name, likeness or photograph in any and all advertising, promotions and other publicity conducted carried out by the above parties. Prizes must be accepted as awarded and are non-transferable and cannot be exchanged for cash or otherwise.

10. **DISPUTES:** Except where prohibited, by participating, each Prize Winner and entrant further agrees that: (a) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prizes awarded, shall be resolved individually without resort to any form of class action; (b) any claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (c) under no circumstances will any Prize Winner or entrant be permitted to obtain any punitive, incidental or consequential damages.
11. **WINNERS LIST:** For an Official Winners List (available after October 1, 2022) or a copy of these Official Rules, send a self-addressed, stamped envelope to: "BYU Cougar Kickoff,"- WINNERS - or - OFFICIAL RULES (please specify), c/o Quick Quack, 1380 Lead Hill Blvd., Suite 260, Roseville, CA 95661. All requests must be received by October 15, 2022.
12. **SPONSOR'S INFORMATION:** Quick Quack Car Wash Holdings, LLC, located at 1380 Lead Hill Blvd., Suite 260, Roseville, CA 95661, is the Sponsor of this Sweepstakes.
13. **PRIVACY:** Any information an entrant submit to the Sweepstakes web page is subject to the privacy policy posted at [www.dontdrivedirty.com](http://www.dontdrivedirty.com).
14. **QUESTIONS:** If you have any questions, please contact [marketing@dontdrivedirty.com](mailto:marketing@dontdrivedirty.com).

**THIS SWEEPSTAKES IS VOID WHERE PROHIBITED OR RESTRICTED BY LAW.**

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