## The MCW Survey Sweepstakes

## **Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. The MCW Survey Sweepstakes begins at 12:00 a.m., Eastern Time ("ET") on May 1, 2016 and ends at 11:59 p.m. on April 30, 2017 ("Sweepstakes Period"). Sweepstakes is sponsored by Car Wash Partners, Inc. d/b/a Mister Car Wash (the "Sponsor") 222 E 5th Street, Tucson, AZ 85705.

**Eligibility:** Sweepstakes is only open to legal residents of the 50 United States, including the District of Columbia, who have the age of majority in his or her state, territory or providence of residence and as of the time of entry. Employees, officers, and directors (including immediate family members and members of the same household) of the Sponsor, affiliated companies, subsidiaries, retailers, distributors and advertising and promotion agencies, and any other entities directly associated with this sweepstakes (collectively, "Released Parties"), are also <u>not eligible</u> to participate. All federal, state and local laws and regulations apply. **Void where prohibited.** 

**How to Enter:** There are two (2) ways to enter the Sweepstakes during the Sweepstakes Period: (1) Eligible participants who have their car washed at a participating Mister Car Wash location will be invited to participate in an online survey to enter the Sweepstakes. Once the survey is completed they will be asked to opt-in to the Sweepstakes by completing a registration form with their name, email address and mailing address which will result in one (1) entry into the Sweepstakes. (2) Eligible participants who do not purchase a car wash from Mister Car Wash can enter by mail by hand printing on a 3"x 5" card, their name, date of birth, address (including zip code), telephone number and e-mail address and mailing the card in a business size envelope to: MCW Survey Sweepstakes, 90 Rockwood Place, Rochester, NY 14610. All mailed entries must be postmarked by April 30, 2017 and received by May 5, 2017. Limit one (1) entry per envelope mailed.

All requested information on the Sweepstakes registration form must be completed in order for an entry to be eligible for each Bi-monthly prize drawing. **LIMIT one entry per person, per email address during each bi-monthly Period.** Enter using only an email address subscribed and registered in your name. Once submitted, an entry cannot be deleted, canceled or modified. In the event of a dispute as to Online Entries submitted by multiple individuals using the same email account, subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address.

**Drawings and Notifications:** Bi-monthly random drawings will take place on or about the 5th day of each following month which will be conducted by Alliance Sweepstakes Services ("the Administrator") an independent judging organization, whose decisions are final and binding in all matters relating to this Sweepstakes. Administrator will randomly select three (3) Bi-monthly Winners from among all eligible entries received from the previous two month period. All Bi-monthly Winners are deemed Bi-monthly Winners pending confirmation and/or verification of his/her eligibility and compliance with these Official Rules as determined by Sponsor and Administrator in their sole discretion. The decisions of Sponsor and Administrator are final and binding in all matter relating to the Sweepstakes. The odds of winning a bi-monthly Prize depend on the total number of eligible entries during each bi-monthly period. No more than six (6) drawing will take place to award a total of eighteen (18) bi-monthly Prizes. A participate is only allowed to win one (1) Prize

during the entire Sweepstakes period. Each prize will be sent directly to the address that the Winner included on their registration form.

**Prizes:** There are a total of eighteen (18) Bi-monthly winners, three (3) per bi-monthly drawing, who will each receive a \$100 Gift card. Total prize pool ARV is \$1,800.

Prize Conditions: By accepting any prize, the prize winners agree to release the Sponsor and the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. No substitution or transfer of prize will be permitted. The Sponsor reserves the right at its sole discretion to substitute any prize package with another prize of equal or greater value in the event that the prize (or any component thereof) is not available. Each Prize winner is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the prize or receipt of the prize. The winner's entry and acceptance of the prize offered constitutes permission (except where prohibited by law) for the Sponsor to use said winner's name, photograph, likeness, statements, biographical information, voice and address (city and state), in all forms of media, in perpetuity, without notice or further compensation. If a prize or prize notification is returned as unclaimed or undeliverable to a potential winner, or if a potential winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate winner may be selected for the prize at issue.

Use of Data: Sponsor will be collecting personal data about entrants including phone numbers and e-mail addresses in accordance with its Privacy Policy. Please review the Sponsor's Privacy Policy at the following link: <a href="http://mistercarwash.com/privacy-policy/">http://mistercarwash.com/privacy-policy/</a>. By participating in the Promotion and providing this information, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

Terms & Conditions: This Sweepstakes is subject to all applicable federal, state, and local laws. By entering the Sweepstakes, entrants agree to release, discharge, indemnify and hold harmless the Released Parties, and each of their respective directors, officers, employees, shareholders and agents from any and all liability, loss, damage or injuries to any person (including death) or property of any kind sustained in connection with their participation in the Sweepstakes or from their acceptance, receipt, possession and/or use or misuse of the prize, or for any typographical or other error in the printing, offering or announcement of the prize. Entrants further acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, relative to the prize, including, but not limited to, its quality or fitness for a particular purpose. Any person attempting to defraud or in any way tamper with the Sweepstakes mechanics and/or implementation will be prosecuted to the fullest extent of the law. By participating, entrants agree to be bound by these Official Rules and the decisions of the Sweepstakes Administrator, and waive any right to claim ambiguity in the Sweepstakes or these Official Rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines, in its sole discretion, violates these Official Rules. This Sweepstakes is void where prohibited.

Internet Limitations of Liability: If for any reason this Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Grand Prizes using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or

providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON (S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner based on an e-mail address, the winning entry will be declared by the authorized account holder of the e-mail address submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

**Disputes:** Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Arizona. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules (whether of the State of Arizona or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Arizona.

**Winners List Requests:** To request confirmation of the name and address of the winner, please send a self-addressed, stamped business size envelope to: MCW Survey Sweepstakes Winner's List Request, 300 State Street, Suite 402, Rochester, NY 14614.

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