

## BATTLE OF THE STREETS BRACKET CHALLENGE

### COMPLETE OFFICIAL RULES

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CHALLENGE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**Eligibility.** The Battle of the Streets Bracket Challenge (the “**Challenge**”) is open to lawful, permanent residents of the United States and the District of Columbia, who are 18 years of age or older (or above the age of majority in their state of residence) at the time of entry, and who are physically located in the 50 United States and the District of Columbia. Directors, officers, employees, contractors, and agents of Nitto Tire U.S.A. Inc. and its subsidiaries, affiliates, resellers, or advertising or promotional agencies and members of their immediate families (spouse, parents, siblings and children) (collectively, “**Challenge Entities**”) are not eligible. This Challenge is subject to all applicable federal, state and local laws and regulations. Your participation constitutes your full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Challenge. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**Sponsor.** The Sponsor of the Challenge is Nitto Tire U.S.A. Inc., 5665 Plaza Drive, Suite 250, Cypress, California 90630 (“**Sponsor**”). Nitto Tire U.S.A. Inc. is the Challenge administrator (“**Challenge Administrator**”).

**Timing.** The Challenge begins on March 16, 2015 at 9:00 am Pacific Time (“**PT**”)/12:00 pm Eastern Time (“**ET**”), and ends on March 25, 2015 at 8:59 pm PT/11:59 pm ET (the “**Entry Period**”). The Challenge Administrator’s computer is the official time keeping device for this Challenge.

#### **How to Enter.**

During the Entry Period, eligible persons can (i) go to Sponsor’s website at <http://www.battleofthestreets.com> (“**Website**”); and (ii) submit an entry in accordance with the on screen directions. Machine or computer-generated entries will be disqualified.

By entering you automatically will receive one (1) entry into the Challenge. Once submitted, an entry cannot be deleted, canceled or modified. Neither Sponsor nor Challenge Administrator will correspond regarding receipt of entries. All entries submitted become the sole property of Sponsor and will not be returned. There is a limit of one (1) entry per person, per email address. Any attempt by you to obtain more than one (1) entry by using multiple/different email addresses, identities, registrations and logins, or any other methods will void your entries and you will be disqualified. You must be the rightful owner of the e-mail address identified in your entry at the time of registration. In the event of a dispute as to the identity of a winner, the winner will be deemed the person in whose name the email account was opened. The winner may be required to show proof of identification.

**How to Win.** The Challenge Administrator decisions as to the administration and operations of the Challenge are final and binding in all matters related to the Challenge. The winning entry shall be the eligible entry that accurately predicts the outcome of all fifteen (15) vehicle challenges (“**Perfect**

**Bracket**”). In the event of multiple winning entries, the sole winner will be determined based on the tiebreaker, which shall be the entry with the closest projected elapsed time to the actual elapsed time of the final challenge. Sponsor reserves the right not to select a winner and cancel the Challenge if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries during the Entry Period. Odds of winning depend on the outcome of each vehicle challenge and the skills of each entrant. **IF NO ELIGIBLE ENTRANT SUBMITS A PERFECT BRACKET, THERE WILL BE NO WINNER AND THE PRIZE WILL NOT BE AWARDED.**

**Verification of Winner.** In order to win the prize, potential winner must continue to comply with all terms and conditions of these Official Rules. Potential winner will be notified by telephone, mail and/or email, at Sponsor’s discretion, within approximately one (1) business day following selection of potential winner. In order to claim the prize, potential winner will be required to sign and return to Sponsor an Affidavit of Eligibility/ Liability & Publicity Release (“**Affirmation**”) within forty-eight (48) hours of the date of notice or attempted notice is sent. If the potential winner cannot be contacted, or fails to sign and return the Affirmation within the specified time period, potential winner is disqualified and forfeits the prize. In the event the potential winner is disqualified for any reason, Sponsor may award the applicable prize to an alternate potential winner by random drawing from among the remaining eligible entries.

**Prize.** There is one (1) prize consisting of an exotic racing experience in Las Vegas, Nevada, which includes (i) a \$2,000 gift certificate to Exotics Racing; (ii) two (2) round trip coach class tickets to Las Vegas, Nevada; and (iii) double occupancy hotel accommodations for three (3) nights in Las Vegas, Nevada. Approximate Retail Value (“**ARV**”) of the prize is \$4,000. The value of the prize may fluctuate depending on the point of departure and airfare fluctuations. **The winner will be solely responsible for all: federal, state, local or other tax liabilities (excluding sales tax); and all other fees and expenses associated with receipt and use of the prize.**

**Limitations of Prize.** No transfer, substitution or cash equivalent for the prize is allowed, except at Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize of equal or greater monetary value if a prize cannot be awarded as described for any reason. Actual prize may differ from promotion images. The prize is awarded “AS-IS.” Sponsor makes no representation or warranty that the prize can be sold, bartered, or traded for at the stated ARV. Values are subject to market conditions, which can fluctuate and any difference between actual market value and ARV will not be awarded. Sponsor has not made and is not responsible for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to the prize, including, without limitation, their quality, merchantability, or fitness for a particular purpose. Winner assumes all risk and liability arising, directly or indirectly, from the receipt, possession, use and/or misuse of the prize.

Travel restrictions, conditions and limitations may apply. Travel arrangements are subject to availability and must be round trip. Flight itinerary may include one or more stops and/or layovers. Certain documentation and requirements may be necessary for air travel, such as photo identification or a valid U.S. driver’s license. No refund or compensation will be made in the event of the cancellation or delay of any flight. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or

any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other person providing any of these services and accommodations necessitated by same. Sponsor shall not be liable for any loss or damage to baggage. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. Travel is subject to the terms and conditions set forth in these Official Rules and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract.

Airline tickets are non-refundable/non-transferable and are not valid for upgrades, frequent flyer miles, and/or other similar awards. Travel and lodging are subject to availability and shall be arranged by Sponsor or representative of Sponsor, in their sole discretion, and any changes made to either of these after such booking will be at the sole expense of winner; certain restrictions and blackout dates may apply. Airfare may not include government taxes, Passenger Facility Charge or September 11th Security Fee. Winner and guest must travel on the same itinerary on the dates designated by Sponsor. All travel must be completed by December 31, 2015 or the prize will be forfeited, and Sponsor may select an alternate winner from the remaining eligible entries.

All expenses and incidental travel costs not expressly stated in the prize description above, including, but not limited to, airport transfers, additional transportation, luggage fees, meals, beverages, mini-bar, entertainment, souvenirs, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the sole responsibility of the winner.

**Privacy.** Except where prohibited by law, participation in this Challenge and/or acceptance of a prize constitutes permission for the Sponsor to use your name, photograph, likeness, statement, biographical information, voice and address (city and state) on a worldwide basis and in all forms of media, in perpetuity and without further compensation or notice in connection with this Challenge and for any other marketing and promotional purposes. Entry in the Challenge constitutes your consent to use the personal information collected from you for purposes of administering the Challenge and for such other purposes as outlined herein or on Sponsor's website. All information submitted to the Sponsor as part of this Challenge will be treated in accordance with the Sponsor's privacy policy, available at <http://www.nittotire.com/PrivacyPolicy>. In addition, where required, Sponsor may provide you with an opportunity to opt-in to authorize use of your personal information to send you future information on Sponsor's products. By opting-in, you authorize Sponsor to send you such information. By entering the Challenge, you also authorize Sponsor to provide your personal information to third-party fulfillment companies so that such companies may process and deliver the prize to the winner.

**Conditions of Participation.** Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor reserves the right to cancel, suspend and/or modify the Challenge, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Challenge, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any

individual it finds to be tampering with the Website, the entry process or the operation of the Challenge or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. **Any attempt by any person to deliberately undermine the legitimate operation of the Challenge may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**Release and Limitation of Liability.** As a condition of entering the Challenge, you agree to release and hold harmless Sponsor, Challenge Administrator, the Challenge Entities, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, officers, directors, employees and agents (collectively, the "**Released Parties**") 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 Challenge or receipt or use or misuse of the prize or participation in any Challenge related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Further, the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether or not caused by you, printing errors or by any of the equipment or programming associated with or utilized in the Challenge; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, traffic congestion or disconnections in phone or internet lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Challenge; (4) technical or human error which may occur in the administration of the Challenge or the processing of entries; or (5) any personal injury, death or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Challenge or receipt or use or misuse of the prize including any injury or damage to your or any other person's computer related to or resulting from participation or downloading any materials in the Challenge.

You further understand and agree that all rights under Section 1542 of the Civil Code of California ("**Section 1542**") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.**" The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**Disputes.** Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Challenge or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a court of competent jurisdiction in Orange County, California; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Challenge, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other

than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or your and Sponsor's rights and obligations in connection with the Challenge, shall be governed by, and construed in accordance with, the laws of the State of California without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. This Challenge is subject to all applicable laws. Void where prohibited.

**Winner Information/Rules.** To receive winner information and/or an additional copy of these Official Rules, send a self-addressed, stamped envelope by March 25, 2015, to: Nitto Tire Battle of the Streets Bracket Challenge, 5665 Plaza Drive, Suite 250, Cypress, California 90630. Vermont residents may omit return postage. You may also view the Official Rules at the Website.