

K1 Speed's Design-A-Kart Kontest - Official Rules

NO PURCHASE REQUIRED TO ENTER OR WIN

1. Eligibility: The 2021 K1 Speed Design-A-Kart-Kontest (the "Contest") is open only to legal residents of the fifty (50) United States who are 18 years of age or older at the time of entry. Employees of K1 Speed and any of their respective subsidiaries, affiliates, agents and agencies that are involved in this Contest, and the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Employees of K1 Speed and any of their respective subsidiaries, affiliates, agents and agencies that are involved in this contest, and the immediate family (spouse, parents, siblings, and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

2. Administrator: The Contest is Administered by K1 Speed; 17221 Von Karman Ave, Irvine, CA 92614.

3. Agreement to Official Rules: By participating in the Contest, entrant or guardian fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Administrator, which are final and binding in all matters related to the Contest.

4. Promotion Period: The Contest begins at 8 a.m. Pacific Time on August 13, 2021 and ends at 11:59 p.m. Pacific Time, August 27, 2021 (the "Promotion Period"). Administrator's computer is the official timekeeping device for this Contest.

5. How to Enter: During the Contest Period, visit k1speed.com/blog/design-a-kart-contest.html, read the instructions, and download a template pdf by clicking the buttons. Design on the template and submit it to K1 Speed via the email or physical address provided on the website. Limit: 1 Contest entry per person per duration of the Contest. Any attempt by any participant to obtain more than one entry by using multiple/different email addresses, identities, registrations or logins, or any other methods will void that participant's entries and that participant may be disqualified from the Contest. In the event of a dispute as to any entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

6. Process: The judges will make the selection of the 4 winners and this decision is final and binding. On or about September 3, 2021, Administrator will select the designs of the first prize winners of all eligible entries received during the Contest Period. The potential winners will be notified by phone or email.

7. Requirements of Potential Winner: Winners will be notified via email to the email address provided with their submission within (7) seven days following the winner selection. K1 Speed Inc. shall have no liability for a winner's failure to receive notices due to winners' spam, junk e-mail or other security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited, and an alternate winner selected. The receipt by the winner of the prize offered in the Contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Prize: Four (4) winners will each receive (1) \$150 gift card to Staples, their artwork displayed on a go kart at a K1 Speed location nearest to the winner for (30) days, and an invitation for the winner to enjoy (5) free races in their go kart. No substitution, exchange or transfer of prize by winner. K1 Speed reserves the right to substitute any prize for one of equal or greater value. Other restrictions, conditions and limitations may apply.

9. Publicity & Copyright: Except where prohibited, participation in the Contest constitutes entrant's consent for Administrator and its designees to use entrant's name, likeness and state of residence for promotional purposes in any media without further consideration. By entering the contest, each contestant and his or her parents, guardians, and/or legal representatives warrant and represent that submissions are the contestant's sole and original work. Additionally, they consent to the use of the contestant's first and last name, artwork, grade and age on any promotional materials without further permission, compensation, or approval.

Original artwork submitted becomes the property of K1 Speed. Winners assign all copyright, trademarks, and other intellectual property rights related to their winning entries. Prizes awarded may constitute income under applicable federal, state, and local tax laws, and winners shall be solely responsible for payment of any and all taxes that may be due with respect to acceptance of prizes. Prizes are subject to availability and change. No purchase necessary. Void where prohibited by law.

10. General Conditions: In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Administrator may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Contest and award the prizes in a random drawing from among all eligible entries received up to the time of the impairment. The Administrator reserves the right in their sole discretion to disqualify any individual they find to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. The Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Not responsible for lost, late, delayed, incomplete, entries not received by the entry deadline, interrupted or unavailable network, server or other connections, miscommunications, failed telephone, computer hardware or software, and other technical errors or failures of any kind, including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Promotion; unauthorized human intervention; failed, incomplete, garbled, jumbled or delayed computer transmissions or other errors of any kind, whether human, mechanical or electronic, that may limit a user's ability to participate in the Promotion, including without limitation, the incorrect or inaccurate capture of entry information online regardless of cause. Any use of robotic, automatic, programmed or like entry methods will void all entries affected by such methods and be deemed tampering. Administrator reserves the right to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

Internet caution: any attempt by an individual to deliberately damage any web site or undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, Administrator reserves the right to seek damages from any such individual to the fullest extent of the law. Administrator reserves the right to cancel or modify the Promotion if fraud, misconduct or technical failures destroy the integrity of the Contest or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper administration of the program as determined by the Administrator in their sole discretion.

In the event of termination of the promotion, a notice will be posted online and the random drawing will be conducted from among all eligible entries received prior to the time of termination. In the event a dispute arises regarding specific individual entitled to receive prize, entry will be declared made by the "authorized e-mail account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online 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. Participant may be requested to provide Administrator with proof that the participant is the authorized e-mail account holder of the e-mail address associated with the account/submission. Proof of submitting entries will not be deemed to be proof of receipt by Administrator. No substitution, cash redemption or transfer of prize by winner permitted. All federal, state and local taxes are the sole responsibility of winner. All federal, state and local laws and regulations apply. Return of any prize/prize notification as undeliverable may result in disqualification and an alternate winner may be selected, timer permitting.

Acceptance of prize constitutes permission to the Administrator and its partners to use winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. By accepting prize, winner agrees to release and hold Administrator and each of their respective directors, officers, employees and assigns, harmless against any and all claims, damages, losses, expenses and liability arising out of use/acceptance of prize. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Contest or use or redemption of any prize. By participating in this promotion, entrants agree to be bound by the Official Rules and the decisions of the Administrator. Administrator and its promotional partners are not responsible for any typographical or other error in the printing, the offering or the announcement of any prize or in the administration of the promotion.

11. Release and Limitations of Liability: Except where prohibited, by participating in the Contest, entrants agree to release and hold harmless K1 Speed and their respective 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 Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Contest 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 Contest or receipt of any prize.

Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Contest entry; provided that if it is not possible to award another entry for any reason, Administrator, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, Administrator reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

12. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF UNITED STATES OF AMERICA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in California having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

13. Contest Results: Winning results will be posted on www.k1speed.com.