



5-hour ENERGY® Photo Sweepstakes
OFFICIAL SWEEPSTAKES RULES

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL UNITED STATES FEDERAL, STATE, AND LOCAL LAWS APPLY.
NO PURCHASE NECESSARY TO ENTER OR WIN.

1. General Description:

- a. The 5-hour ENERGY® Photo Sweepstakes (the "Sweepstakes") is sponsored by Living Essentials, LLC ("LE").
- b. Entry and registration in the Sweepstakes must be completed via the 5-hour ENERGY® website (5hourenergy.com/racing-thowback-sweeps/). Upon registration, all participants unconditionally agree to, and accept, these Official Rules. Registration will begin on Wednesday, July 12, 2017 at 12:00 am EDT and must be completed by 11:59 pm EDT on Monday, July 31, 2017 (the "Registration Deadline").
- c. Entrants must submit a photo of themselves from the years 1985 and 1989 via the Sweepstakes webpage.

2. Eligibility:

- a. The Sweepstakes is open to all U.S. residents, age eighteen (18) and over except where prohibited or restricted by law.
- b. Employees, contractors, directors and officers of LE and their respective parent, subsidiaries, or affiliated companies, distributors, advertising and promotion agencies, judging and other agencies (if any) involved in the administration, fulfillment and execution of this Sweepstakes and the immediate family members, and/or those living in the same household of each such employee, contractor, director and/or officer are not eligible to enter or compete in the Sweepstakes.

3. Registration:

- a. Submit a photo of the entrant taken between the years 1985 and 1989 (the "Photo Submission").
- b. Limit one entry per person.
- c. Registrations must be submitted via the internet on the 5-hour ENERGY® website. All registrations must be received by the Registration Deadline.
- d. By submitting a registration, each participant agrees to release, discharge, defend and hold harmless LE, its parents, subsidiaries, affiliated companies, licensees, and assigns, and their respective officers, directors, employees, agents, and representatives from any claim or liability arising from or related to submitting a registration.

4. Content and Assignment of Photo Submissions:

- a. Photo Submissions should have a positive feel.
- b. Upon submission, all Photo Submissions become the sole property of LE and will not be returned to the Sweepstakes participant. As a condition to the eligibility of each entry under the terms of the Sweepstakes, each entrant hereby irrevocably and unconditionally assigns, transfers and conveys, including without limitation, all associated copyright and other intellectual property

rights and waives any and all moral rights. The entrants will not be paid for the Photo Submission they submit or for the granting of any rights. If LE (or its designee) uses the Photo Submission in any future campaigns, promotions or otherwise, it is in no way obligated to give any credit or acknowledgment to the entrant.

- c. By entering the Sweepstakes, each entrant also warrants and represents that they are the sole authors and creators of the Photo Submission or that they have secured all necessary rights to provide LE with the Photo Submission; that the Photo Submission has not been entered in or won previous contests or awards; it has not been published previously in any medium and that the Photo Submission does not infringe or violate any intellectual property right held by a third party, that it is suitable for display or publication; that the individual(s) featured in the Photo Submission are all at least eighteen (18) years of age at the time the photo featured in the Photo Submission was taken; it does not contain any obscene or pornographic material, it does not contain any defamatory statements, it does not contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation or socioeconomic group, it does not include threats to any person, place, business or group, it does not contain any references to alcohol, controlled substances or other unlawful activities, it does not contain acts of cruelty toward animals, it does not feature any stunts, hazardous activities, or risky behavior, it does not invade the privacy or other rights of any person, firm or entity, and it does not in any other way violate applicable laws and regulations. All Photo Submissions will be reviewed for content before being published; however, such review does not relieve the entrant from responsibility for compliance with all of these Official Sweepstakes Rules. Photo Submissions that do not comply with these Official Sweepstakes Rules or that otherwise contain prohibited, or inappropriate content as determined by LE, in its sole discretion, will be disqualified and will not be published or considered for Prizes (as defined herein). LE in its sole and absolute discretion, makes the final determination as to which Photo Submissions are eligible to take part in this Sweepstakes and be considered for a Prize.
- d. Each Photo Submission must not feature or refer to any branded food or beverage products; it must not feature or reference any third party trademarks, and it must not feature or reference any names or third party logos.
- e. By making a Photo Submission, each entrant agrees to release discharge, defend and hold harmless LE, its parents, subsidiaries, affiliated companies, licensees, and assigns, and their respective officers, directors, employees, agents, and representatives from any claim or liability arising from or related to the Photo Submission.

5. Selection of Winners

- a. Eight prize Winners will be selected. The Winners will be selected randomly. Odds of winning depend on the total number of entries received as of the Registration Deadline.
- b. A participant is not a winner of any Prize unless and until the participant's eligibility is verified and confirmed under these Official Sweepstakes Rules. LE reserves the right to require a participant to submit to a confidential background check to confirm eligibility and help ensure that the use of any such person in advertising or publicity for the Sweepstakes will not bring LE adverse publicity. LE reserves the right, in its sole and absolute discretion, to disqualify any Winners from any Prize element, based on the background check and LE may select alternative Winners.

c. LE will contact the Winners via email on or about August 1, 2017. If a Winner does not respond to LE's message within 48 hours, a new Winner will be selected and notified in the same fashion. This process will continue until LE receives a response to its winning notification email. The selection of the Winners will be final and binding.

d. Winners will be required to execute an affidavit of eligibility and release which, among other things indicates they have secured all necessary rights to or clearances relating to their Photo Submission.

6. Prizes

One (1) Grand Prize: Winner will receive: (a) round trip travel and accommodations for the Winner and 1 guest to their choice of one of the remaining NASCAR Cup Races in the 2017 season; (b) a pair of hot passes for the chosen race for a VIP race day experience; (c) the Winner's Photo Submission will be displayed on the #77 5-hour ENERGY® Toyota Camry during the Bojangles' Southern 500® at Darlington Raceway in Darlington, South Carolina on September 3, 2017. The winning Photo Submission will be placed on the lower part of the car hood. The Photo Submission will be sized no smaller than 12" x 12". Total Approximate Prize Value ("ARV") of the Prize: \$2,500.

One First Runner Up Prize: Winner will receive a driver's uniform from the Darlington weekend. Total ARV of \$1,500.

One Second Runner Up Prize: Winner will receive driver's gloves and shoes from the Darlington weekend. Total ARV of \$200.

Five Third Runner Up Prizes: Winners will receive an Erik Jones #77 prize pack. The prize pack will include Erik Jones #77 5-hour ENERGY® gear (t-shirt, hat, sunglasses, and hero card). Total ARV of \$87.95

The Prizes are not transferable, cannot be redeemed for cash and must be accepted as awarded. In the event the Prizes cannot be awarded as stated, Sponsor may substitute a prize of equal or greater value in its sole discretion. The Prizes stated herein will be awarded, assuming sufficient entries.

7. Publicity

By registering in the Sweepstakes, each participant agrees to willingly participate in potential publicity engagements, media exposure, interviews, video and/or audio recordings, and all other events relevant to the promotion and publicity of the Sweepstakes. In the event any participant is selected to participate in such events, the participant will be notified via phone and/or e-mail to confirm availability for such events. Participation in such events will have no bearing on the selection of the Winners.

8. General Terms and Conditions

- a. LE shall not be responsible for any failed registrations or entries for any reason including without limitation those that are lost, late, damaged, delayed, incomplete, illegible, mutilated, misdirected, or on postage-due mail. Further, LE shall not be responsible for any electronic, network, and server failures or malfunctions or other technical errors of any kind.
- b. LE reserves the right to cancel the Sweepstakes for any reason that it deems appropriate, including, without limitation, a computer virus, bug or other technical problem(s) that corrupts

the administration or security or proper functioning of the Sweepstakes. Should the Sweepstakes be cancelled prior to the Registration Deadline, notice will be e-mailed to all participants.

- c. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ALL UNITED STATES FEDERAL, STATE, AND LOCAL LAWS APPLY. NO PURCHASE NECESSARY TO ENTER OR WIN.
 - d. LE reserves the right to amend these rules and policies. Any changes will be posted on the 5-hour ENERGY® website.
 - e. Winners of any Prize are solely responsible for all applicable federal, state, and local taxes.
 - f. All participants agree that LE and its respective affiliates, subsidiaries, employees, agents or other representatives of any kind shall not be responsible or liable for damages or losses of any kind arising out of or resulting from entry in this Sweepstakes, acceptance or use of a prize or any other matter related to the Sweepstakes, including, without limitation, claims based on property damage, personal injury and/or death, publicity rights, defamation or invasion of privacy.
 - g. 5-hour ENERGY® is a registered trademark.
 - h. By registering for the Sweepstakes, participants agree and acknowledge that LE (or its designee) may use their respective names, images, and likenesses in connection with the Sweepstakes, for advertising purposes, on its website, social media channels, or in future similar campaigns or contests.
 - i. LE reserves the right, at its sole discretion, to disqualify any participant found tampering with the Sweepstakes or violating these Official Sweepstakes Rules. Any attempt by a participant to deliberately damage the Sweepstakes or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, LE reserves the right to seek damages arising from such acts to the fullest extent of the law. If it is determined that the Sweepstakes is compromised in any way, then, at its sole discretion, LE can cancel the Sweepstakes. If any notification is returned as undeliverable, or if any participant violates these rules, the participant will be disqualified.
 - j. By entering the Sweepstakes, each participant, agrees to abide by and be bound by all decisions of LE relating to the Sweepstakes, which shall be final and binding in all respects, including but not limited to the determination of the Winners.
 - k. If any portion of these Official LE Rules is found to be invalid, illegal, or unenforceable, for any reason, that portion shall be severed from the rest.
 - l. The provisions of these Sweepstakes rules shall be construed and enforceable in accordance with the laws of the State of Michigan. By participating in the Sweepstakes, all participants agree that the exclusive venue for any dispute or litigation arising from or relating to this Sweepstakes shall only be in Farmington Hills, Michigan.
9. **List of Winners:** For a list of winners, please send a self-addressed stamped envelope, to:

Living Essentials, LLC
Attn: 5-hour ENERGY® Photo Sweepstakes
38955 Hills Tech Drive
Farmington Hills, Michigan 48331