## Jay Leno's Garage Sweepstakes Official Rules December 14, 2016

**PRELIMINARY INFORMATION:** NO PURCHASE NECESSARY. A purchase will not improve your chances of winning. Void where prohibited. Jay Leno's Garage Sweepstakes ("Sweepstakes") will begin on December 14, 2016 at 12:00 A.M. ET and end on December 14, 2016 at 11:59 P.M. ET ("Sweepstakes Period"). All times in the Sweepstakes refer to Eastern Time ("ET"). Odds of winning depend upon the number of eligible Entries received. Sweepstakes is subject to all applicable federal, state and local laws.

**ELIGIBILITY:** Open only to permanent, legal United States ("U.S.") residents who are physically residing in one (1) of the fifty (50) United States or District of Columbia (excluding Puerto Rico, Guam, the U.S. Virgin Islands and other United States territories), and who are eighteen (18) years of age or older and of the age of majority in their state of residence as of the start of the Sweepstakes Period. Officers, directors, and employees of Sweepstakes Entities (as defined below), members of these persons' immediate families (spouses and/or parents, children, and siblings, and each of their respective spouses, regardless of where they reside), and/or persons living in the same households as these persons (whether or not related thereto) are not eligible to enter or win the Sweepstakes. Sweepstakes Entities, as referenced herein, shall include CNBC, 900 Sylvan Ave. Englewood Cliffs, NJ, NBCUniversal Media, LLC, 30 Rockefeller Plaza, New York, NY 10112 (collectively "Sponsors"), and each of their respective parent, subsidiary, and affiliate companies, and administrative, advertising, and promotion agencies, and any other entity involved in the development, administration, promotion, or implementation of the Sweepstakes.

**HOW TO ENTER:** To enter the Sweepstakes, during the Sweepstakes Period go to www.twitter.com, ("Twitter Site") and (1) if you already have a Twitter account, log on using your Twitter user name and password, then become a follower of @LenosGarage by searching for "Jay Leno's Garage", clicking on the @LenosGarage icon and then clicking the "Follow" button or (2) if you do not already have a Twitter account, create a free Twitter account according to the instructions on the Twitter Site and follow @LenosGarage as indicated in (1) above. Please note that you must agree to comply with the Twitter Terms of Use in order to create a Twitter account. Once you have become a follower of @LenosGarage, you will receive an announcement Tweet from the @LenosGarage Twitter handle on December 14, 2016 (the "Announcement"), and you will be required to submit a Retweet of the Announcement with the hashtag "#LENOSGARAGESWEEPSTAKES and the @reply "@LenosGarage" (the "Entry"). You must include "#LENOSGARAGESWEEPSTAKES" and "@LenosGarage" in your Entry or your Entry will not be valid. If your Twitter profile is set to the "Protect my Tweets" setting, your Entry may be disqualified and rejected as ineligible for consideration in the Sweepstakes. If you choose to submit a Twitter Entry via your web-enabled mobile device, data rates may apply. See your wireless service provider for details on rates and capabilities.

All Entries become the property of Sponsors and will not be acknowledged.

You may enter once during the Sweepstakes Period. Multiple Entries received from any person beyond this limit will void all such additional Entries. Entries must be received before December 14, 2016 at 11:59 P.M. ET to be eligible for the Sweepstakes. Sponsors' computer shall be the official timekeeper for all matters related to this Sweepstakes. Entries generated by a script, macro, or other automated means or by any means that subverts the entry process will be disqualified. Entries that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. In case of a dispute over the identity of an entrant, the authorized account holder of the Twitter account used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned to a Twitter account by the Twitter Site. Entry constitutes permission (except where prohibited by law) to use entrant's name, Twitter user name, city, state, likeness, image, and/or voice for purposes of advertising, promotion, and publicity in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval.

WINNER SELECTION AND NOTIFICATION: On or about December 14, 2016, ten (10) potential winners ("Winners") will be selected in a random drawing by representatives of Sponsors from all eligible Entries received during the Sweepstakes Period. Sponsors will make two (2) attempts to notify potential Winners via direct message to each potential Winner's Twitter account in order to obtain potential Winner's mailing addresses. Sponsors may share potential Winners' names and contact information with Sweepstakes Entities and/or any prize provider, as applicable, if necessary. Potential Winners may be required to execute and return an affidavit of eligibility, release of liability, and, except where prohibited, publicity release (collectively, "Sweepstakes Documents") within ten (10) days of such notification. Noncompliance within this time period will result in disqualification, and, at Sponsors' sole discretion an alternate potential Winner may be selected from the remaining eligible Entries. If any potential Winner cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules, or if prize or prize notification is returned as undeliverable, such potential Winner will be disqualified and time permitting, at Sponsors' sole discretion, an alternate potential Winner may be selected from the remaining eligible Entries.

**PRIZE:** There will be ten (10) prizes awarded ("Prizes", each a "Prize") to Winners, each consisting of the following: one (1) vehicle care kit and one (1) denim shirt signed by Jay Leno. Prizes are awarded "as is" with no warranty or guaranty, either express or implied by Sponsors.

Estimated Retail Value ("ERV") of each Prize is one hundred nine dollars and ninety nine cents (\$109.99). Actual retail value ("ARV") of Prize may vary. Any difference between ERV and ARV will not be awarded.

All details of Prize will be determined by Sponsors in their sole discretion. Sponsors reserve the right to substitute Prize (or portion thereof) with a similar prize (or prize element) of comparable or greater value at their sole discretion. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize are the sole responsibility of Winner. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with

no substitution of Prize by Winner. If Prize is unclaimed within a reasonable time after notification from Sponsors, as determined by Sponsors in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible Entries at Sponsors' sole discretion.

**CONDITIONS:** By entering the Sweepstakes, each entrant agrees for entrant and for entrant's heirs, executors, and administrators (a) to release and hold harmless Sweepstakes Entities, Twitter, and each of their respective officers, directors, and employees (collectively, "Released Parties") from any liability, illness, injury, death, loss, litigation, or damage that may occur, directly or indirectly, whether caused by negligence or not, from such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of Prize or any portion thereof; (b) to indemnify Released Parties from any and all liability resulting or arising from the Sweepstakes and to hereby acknowledge that Released 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 Prize; (c) if selected as a Winner, to the posting of such entrant's name and/or Twitter user name on http://www.cnbc.com/jay-lenos-garage (the "Website") and the use by Released Parties of such entrants name, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional compensation, notification, permission, or approval, and, upon request, to the giving of consent, in writing, to such use; and (d) to be bound by these Official Rules and to waive any right to claim any ambiguity or error therein or in the Sweepstakes itself, and to be bound by all decisions of the Sponsors, which are binding and final. Failure to comply with these conditions may result in disqualification from the Sweepstakes at Sponsors' sole discretion.

**ADDITIONAL TERMS:** Sponsors reserve the right to permanently disqualify from any promotion any person they believe has intentionally violated these Official Rules. Any attempt to deliberately damage the Sweepstakes or the operation thereof is unlawful and subject to legal action by Sponsors, who may seek damages to the fullest extent permitted by law. The failure of Sponsors to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsors (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Released Parties assume no responsibility for any injury or damage to entrants' or to any other person's computer relating to or resulting from entering or downloading materials or software in connection with the Sweepstakes. Released Parties are not responsible for telecommunications, network, electronic, technical, or computer failures of any kind; for inaccurate transcription of entry information; for errors in any promotional or marketing materials or in these Official Rules; for any human or electronic error; or for Entries that are stolen, misdirected, garbled, delayed, lost, late, damaged, or returned. Sponsors reserve the right to cancel, modify, or suspend the Sweepstakes or any element thereof (including, without limitation, these Official Rules) without notice in any manner and for any reason (including, without limitation, in the event of any unanticipated occurrence that is not fully addressed in these Official Rules). In the event of cancellation, modification, or suspension, Sponsors reserve the right to select Winners in a random drawing from among all eligible, non-suspect Entries

received prior to the time of the event warranting such cancellation, modification, or suspension. Notice of such cancellation, modification, or suspension will be posted at Website. Sponsors may prohibit any entrant or potential entrant from participating in the Sweepstakes, if such entrant or potential entrant shows a disregard for these Official Rules; acts with an intent to annoy, abuse, threaten, or harass any other entrant, Sponsors, or Sponsors' agents or representatives; or behaves in any other disruptive manner (as determined by Sponsors in their sole discretion). Sponsors reserve the right to modify these rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

DISPUTES: THE SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN NEW YORK, NEW YORK. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY **ARBITRATION JUDICIAL** AND **BINDING ADMINISTERED** BY ARBITRATION AND MEDIATION SERVICES, INC., IN ACCORDANCE WITH ITS STREAMLINED ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN NEW YORK. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN THE COUNTY OF NEW YORK. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY **ENTITLED PARTY** TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING ATTORNEY'S FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF.

**WINNER ANNOUNCEMENT:** For the names of the Winners, available after December 14, 2016, send a self-addressed, stamped envelope to be received by February 14, 2017 to: Megan Toth of Sweepstakes CNBC, 900 Sylvan Ave. Englewood Cliffs, NJ.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Twitter. Entrants are providing information to Sponsors and not to Twitter.