Cheetah Clean Auto Wash Monthly Giveaway Sweepstakes

Official Rules

Dates: December 1, 2024 – Until Terminated by Sponsor

NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM. YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSOR AND NOT TO FACEBOOK OR INSTAGRAM.

- **1. SPONSOR, ADMINISTRATOR:** Cheetah Clean Holding Company, LLC, a Delaware limited liability company, will serve as the sponsor and the administrator ("Sponsor") of the Cheetah Clean Auto Wash Monthly Giveaway Sweepstakes ("Sweepstakes").
- **2. ELIGIBILITY:** This Sweepstakes is open only to legal residents of the States of Kentucky, Indiana or Tennessee who are 18 years of age or older at the time of entry. An Entrant need not be present to win. Employees (and their immediate families or those living in the same household) of Sponsor and its respective affiliates, subsidiaries, divisions, parent and related companies, suppliers, printers and advertising, promotional and judging agencies are not eligible to enter or win. Individuals who appear on the U.S. Government Department of Treasury's Specially Designated Nations and Blocked Persons List are also not eligible to enter or win. An "Entrant" is an eligible person who submits an entry in accordance with these Official Rules.
- 3. <u>SWEEPSTAKES PERIOD:</u> The Sweepstakes begins December 1, 2024, 12:01 a.m., C.T., and shall end at 11:59 p.m. C.T. on a date that falls at the end of a Monthly Period selected by Sponsor (the "Final Monthly Period"), in its sole discretion, and as disclosed to potential Entrants on the "Sweepstakes Website" at least ten (10) days prior to the end of the Final Monthly Period (the "Sweepstakes Period"). <u>cheetahclean.com/lottery/</u> The Sweepstakes Period is divided between the following monthly periods, with each monthly period being a calendar month during the Sweepstakes Period (each, a "Monthly Period").
- 4. HOW TO ENTER: An Entrant may enter this Sweepstakes only via the entry methods described below. All entries must be received by 11:59 p.m., C.T., of the last day of the Final Monthly Period, regardless of the method of entry. Proof of depositing entry in mail is not considered proof of delivery or receipt. No photocopied or mechanically reproduced entries will be accepted. Illegible, incomplete and duplicate entries will be disqualified. Entries will not be accepted from post office boxes. All entries become the property of Sponsor and will not be returned. No responsibility is assumed by the Sponsor for any inability of a potential entrant to successfully enter the Sweepstakes for any reason. For clarification, an entry for a particular Monthly Period must be received by Sponsor during such Monthly Period and no later than 11:59 p.m., C.T. on the last day of such Monthly Period.
 - a. <u>ONLINE ENTRY METHOD:</u> During the Sweepstakes Period, an Entrant may enter the Sweepstakes and receive (1) entry for a particular Monthly Period during such Monthly Period by (i) following (or continuing to follow) the Sponsor <u>@cheetahclean</u> on Instagram or <u>@cheetahcleanautowash</u> on Facebook (each, a "Sponsor Social Media

Account"), (ii) going to the Sweepstakes Website, (iii) clicking on the link to enter the Sweepstakes, (iv) fully completing and submitting the online entry form required to submit an entry to the Sweepstakes, and (v) providing all such information required by Sponsor in connection with such Online Entry.

For clarification, an Entrant must follow Sponsor on one (1) Social Media Account at the time such Entrant submits an Online Entry in order for the Online Entry to be entered into the Sweepstakes for a particular Monthly Period.

In the event of a dispute regarding the identity of the person submitting an Online Entry, the Online Entry will be deemed submitted by the authorized account holder of the email account submitted at the time of the Online Entry. The authorized account holder is the natural person who is assigned to the email account by the organization that is responsible for assigning the email account. Any Entrant may be required to show proof of being the authorized account holder. All decisions regarding the identity of any Entrant submitting an Online Entry and proof of identity shall be made by the Sponsor in its sole discretion any Sponsor's decisions on said matters shall be final.

Sponsor shall not be liable for any delivery issues that may affect Sponsor's or Entrant's receipt or delivery of any Online Entry, including, without limitation, emails that are blocked by spam filters, internet outages, power outages, change in email addresses, the use of email account domains, or any other matter.

For clarification, each entry for a Monthly Period submitted by an Entrant using this Online Entry Method will only be included in the next Drawing Date for such Monthly Period and, thereafter, will be discarded for future Drawing Date(s) for subsequent Monthly Period(s).

b. <u>TEXT MESSAGE ENTRY METHOD</u>: During the Sweepstakes Period, an Entrant may enter the Sweepstakes and receive (1) entry for a particular Monthly Period during such Monthly Period by (i) (i) following (or continuing to follow) the Sponsor on a Sponsor Social Media Account, (ii) going to the Sweepstakes Website to obtain the phone number to the Sweepstakes (the "Phone Number"), and (iii) texting the keyword for such Monthly Period posted on the Sweepstakes Website (the "Keyword") and the Entrant's name to the Phone Number.

For clarification, an Entrant must follow Sponsor on one (1) Social Media Account at the time such Entrant submits an Text Message Entry in order for the Text Message Entry to be entered into the Sweepstakes for a particular Monthly Period.

Text messaging method of entry requires a phone and digital service capable of two-way texting. Text messaging may not be available in all areas in the U.S. Each text message sent to or received by a service subscriber of any participating wireless carrier will incur a standard messaging charge, in accordance with that carrier's terms and conditions applicable to such customer's particular rate plan and a premium text messaging charge. Each wireless carrier's rate plan may vary, and each Entrant should contact their wireless carrier for information on messaging rate plans and charges relating to such Entrant's participation in this Sweepstakes.

In the event of a dispute regarding the identity of the person submitting a Text Message Entry, the Text Message Entry will be deemed submitted by the authorized account holder of the mobile phone number submitted at the time of entry. The authorized

account holder is the natural person who is assigned to the mobile phone number by the organization that is responsible for assigning the mobile phone number. Potential winners may be required to show proof of being the authorized account holder. By participating in this Sweepstakes, each Entrant agrees to receive a text message to such Entrant's phone advising if such Entrant is entitled to a Monthly Prize. To NOT receive this message, text the word STOP to the Phone Number.

For clarification, each entry for a Monthly Period submitted by an Entrant using this Text Message Entry Method will only be included in the next Drawing Date for such Monthly Period and, thereafter, will be discarded for future Drawing Date(s) for subsequent Monthly Period(s).

c. <u>UNLIMITED MEMBER ENTRY METHOD:</u> During the Sweepstakes Period, an Entrant may enter the Sweepstakes and receive (1) entry for a particular Monthly Period during such Monthly Period by (i) either (a) signing up to become a Unlimited Member with Sponsor (Cheetah Clean Auto Wash) or (ii) renewing such Entrant's subscription to be a Unlimited Member with Sponsor (Cheetah Clean Auto Wash), and, thereafter, (ii) submitting a Online Entry or Text Message Entry in accordance with these Official Rules.

For clarification, each entry for a Monthly Period submitted by an Entrant using this Unlimited Member Entry Method will only be included in the next Drawing Date for such Monthly Period and, thereafter, will be discarded for future Drawing Date(s) for subsequent Monthly Period(s).

MAIL-IN ENTRY METHOD: Alternatively, an Entrant may enter the Sweepstakes and receive (1) entry in a particular Monthly Period by hand-printing the words Cheetah Clean Auto Wash Monthly Giveaway Sweepstakes, the Entrant's name, age, address, city, state, zip code, telephone number, and e-mail address (if applicable) on a 3" x 5" card and mailing it in an envelope to: Cheetah Clean Auto Wash Monthly Giveaway Sweepstakes c/o Cheetah Clean Holding Company, LLC, PO Box 1413 Bowling Green, KY 42104. Each entry received by Sponsor from an Entrant using this Mail-In Entry Method will be included in the drawing on the Drawing Date for the Monthly Period in which such entry is actually received by Sponsor.

For clarification, each entry for a Monthly Period submitted by an Entrant using this Mail-In Entry Method will only be included in the next Drawing Date for such Monthly Period and, thereafter, will be discarded for future Drawing Date(s) for subsequent Monthly Period(s).

If it is discovered that an Entrant has registered or attempted to register more than two (2) times in each Monthly Period using multiple physical addresses, e-mail addresses, telephone numbers, multiple identities, IP addresses, use of proxy servers or any other method of unauthorized entry, all in Sponsor's sole and absolute discretion, all of that Entrant's entries will be declared null and void, Entrant will be disqualified from the Sweepstakes and any Monthly Prize that Entrant might have been entitled to receive will not be awarded to such Entrant. Entries that are late, lost, illegible, duplicated, mechanically reproduced, contain false information, damaged, misdirected, mutilated, distorted or incomplete, altered or otherwise irregular, in the sole discretion of Sponsor; that have been submitted or generated using robotic, programmed, script, or any other automated means, or illicit means; or that do not conform with or satisfy any or all of the conditions set out in the Official Rules, each as determined by Sponsor in its sole and absolute discretion, may be judged void and disqualified.

Regardless of entry method, each Entrant may enter the Sweepstakes no more than two (2) times per Monthly Period, regardless of method of entry.

5. PRIZES AND APPROXIMATE RETAIL VALUE: There are three (3) prizes available to be awarded for each Monthly Period (collectively, "Monthly Prizes"), which shall consist of a Grand Prize, a Second Place Prize, and a Third Place Prize for each Monthly Period. The Monthly Prizes for the first Monthly Period and the approximate retail value ("ARV") for such Monthly Prizes are as set forth on Exhibit A to these Official Rules (the "Monthly Prize Exhibit"). At least ten (10) days before the beginning of each Monthly Period, Sponsor will update the Monthly Prize Exhibit to list the Monthly Prizes and their ARVs for such Monthly Period on the Sweepstakes Website.

The total number of Monthly Prizes and the total ARV of all Monthly Prizes depends on the number of Monthly Periods during the Sweepstakes Period.

GIFT CARDS CONDITIONS: This provision shall apply to any Monthly Prize that consists of a gift card that may be used to purchase goods and/or services from Sponsor or any third-party (each, a "Gift Card"). The Gift Cards are subject to terms, conditions and policies specified by issuer. Such terms and conditions may include any or all of the following, as well as others: Gift Cards may not be redeemable for cash, or used for payment on accounts, or used for the payment of prior purchases; Gift Cards are non-refundable; purchases and amounts spent or deducted may be non-refundable; Gift Cards may expire on a designated date; and Gift Cards may be redeemable only by legal residents of specific jurisdictions. Use of a Gift Card constitutes acceptance of the issuer's terms, conditions and policies, and as such, each Winner of a Gift Card should carefully read the terms, conditions and policies. Each Winner should also safeguard the Gift Card as he/she would any other valuable item. The Gift Card is useable up to its balance only.

TRAVEL CONDITIONS: This provision shall apply to any Monthly Prize that consists of a travel voucher or other similar right to travel (including the ability to purchase travel-related services). Travel arrangements must be made through the Sponsor or its agent, and any changes after booking are permitted only in the Sponsor's sole and absolute discretion. All other expenses not specifically mentioned as being provided as part of the Monthly Prize, including but not limited to taxes, lodging, travel, meals, beverages, alcoholic beverages, parking, gratuities, transportation and other costs and expenses incurred are solely the responsibility of the Winner and Winner's guest(s). If a Monthly Prize includes airfare, the Monthly Prize solely includes coach air transportation for each individual recipient from an airport nearest the Winner's home to an airport closest to the event or destination. All details of the Monthly Prize not specified herein shall be determined solely by the Sponsor. Travelers under the age of majority in their state of domicile must be accompanied by such person's parent or legal guardian.

AIRLINE VOUCHER CONDITIONS: The airline vouchers provided as part of any Monthly Prize (the "Vouchers") are subject to terms, conditions and policies specified by issuer. The terms printed on the physical Voucher shall govern. The Vouchers will be mailed to the Winner or delivered by different means as chosen by the Sponsor. The Vouchers may only be used on certain airline flights. The Vouchers only include scheduled flights in within certain territories. The Vouchers expire on a designated date and must be used by that time. Sponsor shall have no obligations regarding the expiration of the Vouchers. The Vouchers are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles or other reward program redemptions. Other travel restrictions may apply. The use of the Vouchers

may be subject to the unpredictability of weather, flight variation, work stoppages, and schedule or route changes. Sponsor is not liable for any expenses incurred as a consequence of any governmental agency-related and/or flight cancellation/delay or other events that may result in the cancellation/delay of a trip, including weather conditions, Acts of God, an act of terrorism, civil disturbance, pandemic, epidemic, "shelter in place," "shutdowns" and similar orders and other government actions or any other reason outside Sponsor's control. Sponsor will have no responsibility to any Voucher recipient if any flight or event is cancelled or rescheduled. Each Winner of a Voucher and his/her quest(s) agree to comply with all applicable airport, airline, and travel regulations in connection with the Vouchers. All other expenses relating to acceptance of the Vouchers not explicitly stated as being provided as part of the Monthly Prize, including but not limited to taxes, lodging, travel, meals, beverages, alcoholic beverages, parking, gratuities, transportation to and from airports and other costs and expenses incurred by use of the Vouchers are responsibility of the Winner and, if applicable, his/her guests. No substitutions or cash equivalents for airline Vouchers will be allowed, except at the sole discretion of Sponsor, who reserves the right to award prize of comparable value. All details of the Monthly Prize not explicitly stated as being a part of the Monthly Prize shall be determined solely by Sponsor. Each Winner should also safeguard the Voucher as he/she would any other valuable item.

SPORTING EVENT SPORTING TICKET PRIZE CONDITIONS: This provision shall apply to any Monthly Prize that consists of Sporting Tickets ("Sporting Tickets") to a sporting-related event, game or exhibition (each, a "Sporting Event"). All costs and expenses associated with the acceptance and use of Sporting Tickets not expressly specified as being provided as part of the Monthly Prize, including but not limited to lodging, travel, transportation, meals, beverages, parking, gratuities and other costs and expenses incurred by use of the Sporting Tickets are the sole responsibility of the Winners and their quest(s), if any (collectively, as used in this paragraph, each a "Sporting Ticket Winner"). Seat locations or other placements at the Sporting Event shall be determined in the sole discretion of Sponsor and/or Monthly Prize provider, unless otherwise specified as being provided as part of the Monthly Prize. The dates and times of each Sporting Event are determined in the sole discretion of the team(s) participating in the Sporting Event, their professional associations and their affiliates (collectively, the "Sporting Entities") and may be subject to change. The terms and conditions of the Sporting Tickets will govern in the event a Sporting Event is not played or held, as applicable, due to weather conditions, Acts of God, an act of terrorism, civil disturbance, pandemic, epidemic, "shelter in place," "shutdowns" and similar orders and other government actions or any other reason outside their control. If a Sporting Ticket Winner cannot attend a Sporting Event on the date and at the time of such Sporting Event specified in the Sporting Ticket, then Sponsor shall have no further obligation to such Sporting Ticket Winner. Sponsor does not guarantee that a Sporting Event will take place on a particular date or time. Sponsor will have no responsibility to any Sporting Ticket Winner if any Sporting Event is cancelled or rescheduled. Sporting Ticket Winner(s) agree to comply with all applicable stadium and venue, as applicable, rules and regulations in connection with the Sporting Tickets. Sponsor and the applicable Sporting Entities reserve the right to remove or to deny entry to a Sporting Ticket Winner who engage(s) in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the Sporting Event. Sponsor and the Sporting Entities will not be responsible for weather conditions, Acts of God, an act of terrorism, civil disturbance, pandemic, epidemic, "shelter in place," "shutdowns" and similar orders and other government actions or any other reason outside their control that may cause the cancellation or postponement of any Sporting Event. The Sporting Tickets may not be resold or offered for resale, redeemed for cash, rescheduled or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and forfeiture of a Sporting Ticket, and may invalidate the license granted by the game, event or exhibition Sporting Ticket(s). Each

Sporting Ticket Winner agrees to and hereby does waive, release and hold harmless the Sporting Entities for any and all claims arising out of any injury, damage or loss that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any Sporting Tickets (or any portion thereof) or any travel or activity related to the receipt or use of the Sporting Tickets (or any portion thereof), including without limitation, any personal injury, death or damage to persons or property. Sporting Entities' names and logos are registered trademarks and are used with permission.

THEME PARK TICKET PRIZE CONDITIONS: This provision shall apply to any Monthly Prize that consists of tickets to a theme park ("TP Tickets"). The TP Tickets may be location-specific and include only a theme park in a specified location. The TP Tickets must be used by their expiration dates, and Sponsor shall have no obligation regarding the expiration of the TP Tickets. All TP Tickets are subject to all terms and conditions printed thereon and persons that receive the TP Tickets and, if applicable, their guests are subject to all rules set forth by the theme park. Theme park hours are determined in the sole discretion of the theme park and may be subject to change. In the event of park closure, Sponsor shall have no further obligations. Sponsor shall not be responsible for closures due to weather conditions, Acts of God, an act of terrorism, civil disturbance, pandemic, epidemic, "shelter in place," "shutdowns" and similar orders and other government actions or any other reason outside Sponsor's control. TP Ticket recipient and, if applicable, his/her quest(s) agree to comply with all applicable venue and regulations in connection with the TP Tickets. The theme park reserves the right to remove or to deny entry to the holder of a TP Ticket and/or, if applicable, his/her guest who engage(s) in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. TP Tickets may not be sold, redeemed for cash, traded, transferred, or rescheduled. All costs and expenses associated with the acceptance and use of TP Tickets not expressly specified as being provided as part of the Monthly Prize, including but not limited to taxes, lodging, travel, meals, beverages, alcoholic beverages, parking, gratuities, transportation and other costs and expenses incurred by use of the TP Tickets are the sole responsibility of persons that receive the TP Tickets and their guests. If for any reason a person that receives the TP Ticket cannot visit the theme park, Sponsor shall have no further obligation to such person. Sponsor makes no guarantee that the park will be open at time of visit.

EVENT TICKET PRIZE CONDITIONS: This provision shall apply to any Monthly Prize that consists of tickets ("Tickets") to any event (including concerts, exhibitions, museums, etc.) that is not a Them Park or a Sporting Event ("Event"). All costs and expenses associated with the acceptance and use of Tickets not expressly specified as being provided as part of the Monthly Prize, including but not limited to taxes, lodging, travel, meals, beverages, alcoholic beverages, parking, gratuities, transportation and other costs and expenses incurred by use of the Tickets are the sole responsibility of the Winner (collectively, as used in this paragraph, "Ticket Winner"). Seat locations, if any, shall be determined in the sole discretion of Sponsor, unless otherwise expressly specified as being provided as part of the Monthly Prize. Event dates and times are determined in the sole discretion of the organizer, as applicable, and may be subject to change. The terms and conditions of the Tickets will govern in the Event is not held, due to weather conditions, an act of God, an act of terrorism, civil disturbance or any other reason. If Ticket Winner cannot attend the Event on the date and at the time specified in the Ticket, then Sponsor shall have no further obligation to the Ticket Winner. Sponsor does not guarantee that the Event will take place on a particular date or time. Sponsor will have no responsibility to any Ticket Winner if any event is cancelled or rescheduled. Ticket Winner and his/her quest(s) agree to comply with all applicable venue regulations in connection with the Tickets. Sponsor and the Event organizer reserve the right to remove or to deny entry to the Ticket Winner and/or his/her guest who engage(s) in a disruptive manner, or with intent to annoy, abuse, threaten or harass

any other person at the Event. Sponsor and Event organizers will not be responsible for weather conditions, Acts of God, an act of terrorism, civil disturbance, pandemic, epidemic, "shelter in place," "shutdowns" and similar orders and other government actions or any other reason outside their control that may cause the cancellation or postponement of the Event. Tickets awarded as Monthly Prizes may not be resold or offered for resale, redeemed for cash, rescheduled or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and forfeiture of the Monthly Prize and may invalidate the license granted by the Ticket(s).

- **RANDOM DRAWINGS:** Winners of each of the three (3) Monthly Prizes ("Winners") for a particular Monthly Period will be selected in random drawings from among all eligible entries for such Monthly Period, within three (3) days after the last date of such Monthly Period (each a "Drawing Date") by Sponsor, whose decisions are final and binding in all matters relating to this Sweepstakes. The first Entrant drawn on the Drawing Date for a particular Monthly Period will win the Grand Prize for such Monthly Period, the second Entrant drawn on the Drawing Date for a such Monthly Period will win the Second Place Prize for such Monthly Period, and the third Entrant drawn on the Drawing Date for a such Monthly Period will win the Third Place Prize for such Monthly Period. There will be one (1) Drawing Date for each Monthly Period The Monthly Prizes are guaranteed to be awarded. Sponsor will use reasonable efforts to contact a Winner of a Monthly Prize within one (1) week after the applicable Drawing Date.
- **7. ODDS OF WINNING:** Odds of winning a Monthly Prize depend on the total number of eligible entries received in each Monthly Period for the Sweepstakes and are equal regardless of method of entry.
- **PRIZE CONDITIONS:** No substitution for a Monthly Prize will be permitted. If necessary due to unavailability of a Monthly Prize, a prize of equal or greater value will be awarded at the discretion of the Sponsor. Monthly Prizes are not transferable, assignable or redeemable for cash. Winners shall have 72 hours after the Monthly Prize notification to appropriately respond to the Sponsor. Thereafter, each Winner may be required to execute and return an Affidavit of Eligibility and Publicity/Liability Release (except to the extent prohibited by law), an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification), and any other required tax-related documents within fifteen (15) calendar days of issuance by Sponsor. Failure to return all required documents in this time period may result in such Winner being disqualified and an alternate Winner selected in a random drawing conducted by Sponsor. If a prize notification is returned to Sponsor as undeliverable or if an Entrant is found to be ineligible (in accordance with these Official Rules) or declines to accept a Monthly Prize for any reason, an alternate Winner will be selected in a random drawing conducted by Sponsor. By entering this Sweepstakes and/or accepting a Monthly Prize, Winners and each Entrant hereby consent (except where prohibited by law) to the disclosure and reasonable use by Sponsor of the Winners' and Entrants' photograph, voice, likeness and/or image, hometown address, contents of the entry form and the name and age of each Winner and Entrant without any further compensation for any future promotional activity related to this Sweepstakes.
- **9. CONDUCT OF PARTICIPATION IN SWEEPSTAKES:** By entering the Sweepstakes, each Entrant and each Winner affirms that he or she has read and agrees to abide by the Official Rules and the decisions of the Sponsor. Sponsor reserves the right to disqualify any Entrant or any Winner acting in violation of the Official Rules or found tampering with the entry process or with the operation of the Sweepstakes or any website related to the Sweepstakes (including the Sweepstakes Website, each, a "Website"). The Sweepstakes is governed by the laws of the United States and, by entering, Winners and Entrants hereby submit to the

jurisdiction and venue of the federal, state and local courts located in Kentucky. As a condition of entering this Sweepstakes, each Entrant agrees that: (a) under no circumstances will the Entrant be entitled or permitted to obtain awards for, and the Entrant expressly waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than actual, out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased, and in no event shall attorney's fees be recoverable by either party; and (b) any and all disputes, claims and causes of action arising out of or connected with the Sweepstakes or any Monthly Prize awarded shall be resolved individually, without resort to any form of class action. ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE RELATED TO SPONSOR OR THE SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM SUCH ENTRANT TO THE FULLEST EXTENT PERMITTED BY LAW.

10. <u>LIMITATIONS OF LIABILITY:</u> Released Parties (as defined herein) are not responsible for any incorrect or inaccurate entry or entries, errors in calculations, theft, tampering, destruction, or unauthorized access to, or alteration of entries; printing or other errors; and any entries or mail which are late, lost, delayed, incomplete, misdirected, stolen, mutilated, illegible, postage due or any combination thereof. Sponsor reserves the right to modify, amend, suspend or terminate the Sweepstakes or these Official Rules in the event that it becomes necessary due to circumstances beyond Sponsor's control, or unforeseen events, as determined by Sponsor in its sole and exclusive discretion, including without limitation, Acts of God, pandemic, epidemic, "shelter in place" and similar orders and other government actions. Without limiting the generality of the foregoing, Sponsor may decide to postpone the Drawing Dates or other deadlines herein, or terminate the Sweepstakes early. In the event the Sweepstakes is terminated early, the Winners may be selected from all eligible entries received at the time of termination, in Sponsor's full discretion.

THIS SWEEPSTAKES AND ALL MONTHLY PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY, REPRESENTATION, GUARANTEE OR CONDITION OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO ALL ENTRANTS TO THE EXTENT SUCH JURISDICTIONS LAW IS APPLICABLE TO SUCH ENTRANTS AND THESE OFFICIAL RULES.

11. RELEASE OF LIABILITY: By participating, Winners and Entrants (and the parent or legal guardian thereof if a Winner or a Entrant is deemed a minor in his/her state of residence) agree to release, discharge, indemnify and hold harmless Sponsor and each of its affiliated entities, affiliates, subsidiaries, parent corporations and companies, and all of their respective officers, directors, shareholders and principals, employees, representatives, agents and franchisees (collectively, "Released Parties"), from and against any claims made by any Winner and any Entrant or any other third parties related in any way to the operation of this Sweepstakes, as well as any other claims, damages or liability due to any injuries, damages or losses (whether alleged, threatened, or actual) to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from participation in this Sweepstakes or any related activity (including the acceptance, use or redemption of any Monthly Prize). Winners and Entrants (and the parent or legal guardian thereof if a Winner or an Entrant is deemed a minor in his/her state of residence) assumes all liability for any injury or damage

caused, or claimed to be caused, by participation in this Sweepstakes or acceptance, use or redemption of any Monthly Prize.

- **12. ADDITIONAL TERMS AND CONDITIONS:** The following are conditions to winning a Monthly Prize and additional terms and conditions binding on Entrants and Winners:
- a. All federal, state, provincial and local tax liabilities and any applicable fees associated with accepting a Monthly Prize (including licensing and insurance fees) or participation in this Sweepstakes are the sole responsibility of Winners.
- b. If a Winner declines a Monthly Prize, or if person who is chosen in the drawing is not an eligible entrant or has not complied with these Official Rules, such person shall be disqualified and another person will be chosen in a random drawing conducted by Sponsor for the applicable Monthly Prize.
- c. No transfer, substitution, division or splitting of any Monthly Prize allowed.
- d. Acceptance of a Monthly Prize constitutes permission by a Winner to the Sponsor and its authorized agents to use such Winner's name and/or likeness for purposes of advertising and trade without further compensation, in perpetuity and in any and all media now known or hereafter discovered, unless prohibited by law.
- e. Decisions of Sponsor are final with respect to determination of the Winners and all matters with respect to the conduct of the Sweepstakes.
- f. By participating in this Sweepstakes, Entrants and Winners agree to be bound by the Official Rules.
- **13.** PRIVACY / USE OF PERSONAL INFORMATION: Unless prohibited by law, by participating in the Sweepstakes, each Entrant hereby consents to Sponsor's or authorized agents' collection, use, and disclosure of such Entrant's personal information for the purposes of administering the Sweepstakes and Monthly Prize fulfillment.

By accepting a Monthly Prize, and unless prohibited by law, each Winner agrees to Sponsor's use of his or her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Sweepstakes in any media or format, whether now known or hereafter developed, including but not limited to the Internet, at any time or times in perpetuity, without further compensation or notice, and hereby releases Released Parties from any liability with respect thereto. Each Winner may be required to sign a further release regarding the grant of these publicity rights.

14. WINNER LIST AND OFFICIAL RULES: A person may obtain copies of the Official Rules or a list of Winner by sending a self-addressed, stamped envelope that reads: Winner List – or – Official Rules, Cheetah Clean Auto Wash Monthly Giveaway Sweepstakes, Cheetah Clean Holding Company, LLC, PO Box 1413 Bowling Green, KY 42104; all requests must be received within six (6) months after the end of the Sweepstakes Period. Sponsor may post the Official Rules and list of Winner on its website for a limited period of time: cheetahclean.com/lottery/

VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET.

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Exhibit A

Monthly Prizes

Monthly Period: December 1, 2024 – December 31, 2024

	Prize	Approximate Retail Value
Grand Prize	<mark>[-]</mark>	\$ <mark>[-]</mark>
Second Place Prize	[-]	\$ <mark>[-]</mark>
Third Place Prize	[<mark>-]</mark>	\$ <mark>[-]</mark>

[Note to Draft: To be updated for the Monthly Prizes for December.]

[These abbreviated rules are to be used as the disclaimer in ad copy, signage, entry forms, point of sale materials, email messages, direct mail pieces, audio and video scripts, etc.]

Cheetah Clean Auto Wash Monthly Giveaway Sweepstakes Abbreviated Rules Dates: December 1, 2024 – Until Terminated by Sponsor

POP/IN-STORE SIGNAGE ABBREVIATED

Abbreviated Rules. NO PURCHASE OR PAYMENT NECESSARY. To participate, an entrant must be a legal resident of the States of Kentucky, Indiana or Tennessee and 18 years of age or older at the time of entry. Sweepstakes begins on December 1, 2024, and ends when terminated by Sponsor after a final Monthly Period. For complete details see Official Rules available at [LINK]. [Note to Draft: Please insert link to where Official Rules will be posted by Sponsor.] Sponsor: Cheetah Clean Holding Company, LLC, a Delaware limited liability company (doing business as Cheetah Clean Auto Wash).

VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR WHERE BONDING, REGISTRATION, OR OTHER REQUIREMENTS WOULD BE REQUIRED BUT HAVE NOT BEEN MET.

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY OR ASSOCIATED WITH FACEBOOK OR INSTAGRAM. YOU UNDERSTAND THAT YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSOR AND NOT TO FACEBOOK OR INSTAGRAM.

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