

**GEARWRENCH Monster Energy VIP Off-Road Racing Sweepstakes
Official Rules**

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.

1. **Eligibility:** The GEARWRENCH Monster Energy VIP Off-Road Racing Sweepstakes (the "Promotion") is open only to legal residents of the 50 United States and the District of Columbia (the "Territory") who have reached the legal age of majority in their state and are located in the Territory at the time of entry. Apex Tool Group, LLC ("Sponsor"), Monster Energy Company, Fun-Haver, SweepstakesPros ("Promotion Administrator") and their respective parent companies, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees, representatives and agents (collectively, "Promotion Parties"), and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws. By participating in this Promotion, entrants agree to abide by and be bound by these Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion.
 2. **Promotion Period:** The Promotion begins at 12:00 a.m. Eastern Time ("ET") on November 1, 2021 and ends at 11:59 p.m. ET on December 31, 2021 (the "Promotion Period").
 3. **How to Enter:**
 - a. **Purchase Entry:** During the Promotion Period:
 - 1) Make a purchase from any Home Depot store within the Territory with one or more of these specially-marked GEARWRENCH products:
 - a. 232-Piece Mechanicals Tool Kit,
 - b. 106-Piece Ratchet and Socket Mechanics Tool Set,
 - c. 55-Piece Slim Head Ratchet and Mechanicals Tool Set,
 - d. 18-Piece Pro Combination Ratcheting Wrench Tool Set with Tray

and

 - e. one or more Monster Energy Drink products (a "Purchase").
 - 2) Save an image of the receipt showing your Purchase (the "Receipt"). The Receipt image must be formatted as a .jpg, .jpeg, .gif or .png file, and can be a maximum of 10 MB in size. (Save your actual receipt too; you may need it to show proof of purchase if you are selected as a winner.)
 - 3) Go to www.gearwrench.com/KOH (the "Website") and locate the official entry form. Follow the on-screen directions, complete all required fields, upload an image of your Receipt for proof of purchase, and submit to receive one (1) entry in the Promotion (a "Purchase Entry").
- You may only receive one (1) entry per Receipt and only when such Receipt has been properly entered into this Promotion. Purchase transactions involving account adjustment transactions/returns, declined credit or debit transactions are not eligible for Purchase Entries.
- b. **Mail-in Entry:** To enter the Promotion by mail, during the Promotion Period, hand print (in the following order) your full name, complete street address, daytime telephone number, email address and birth date, on a 4" x 6" postcard (with no outer envelope) and mail it to:

GEARWRENCH Monster Energy VIP Off-Road Sweepstakes, P.O. Box 3634, Saratoga, CA 95070 (a "Mail-in Entry"). You will receive three (3) entries into the Promotion for each postcard received. Postcards must be received by January 7, 2022. All mail-in entries must be legibly handwritten (including addressing), mailed separately with no outer envelope and have sufficient postage. LIMIT TWO POSTCARDS PER PERSON.

LIMIT SIX (6) ENTRIES PER PERSON/EMAIL ADDRESS REGARDLESS OF METHOD OF ENTRY. To the maximum extent permitted by law, all entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator.

4. **Prize Drawing:** On or about January 14, 2022, the Promotion Administrator will conduct a random drawing from among all eligible entries received during the entire Promotion Period.
5. **Prizes, Approximate Retail Value ("ARV") & Odds of Winning:**
 - a. One (1) Grand Prize: A trip for winner and companion to be taken February 3-6, 2022 to meet the Fun-Haver off road team and drift racers Vaughn Gittin, Jr. and Loren Healy and be VIP-insider guests at the 2022 race at the Ultra4 King of the Hammers race event on February 5, 2022 in Johnson Valley, CA (the "Trip"). Grand Prize includes:
 - i. Round trip economy air transportation for two (2) (ARV \$1,200) from airport closest to winner's home to the Palm Springs Airport
 - ii. Four (4)/days and three (3)/nights Double occupancy hotel accommodations the nights of February 3rd, 2022, February 4th, 2022 and February 5th, 2022 (ARV: \$1,000);
 - iii. \$1,000 for rental car and spending money (ARV: \$1,000);
 - iv. Event tickets (ARV: \$100);
 - v. VIP event access (which may include a Bronco ride along, pit and vehicle tours, etc.) (ARV: \$250);
 - vi. \$250 of Fun-Haver off road team merchandise (ARV: \$250);
 - vii. \$1,000 of GEARWRENCH tools and accessories (ARV: \$1,000);
 - viii. A Monster Energy Cooler (ARV: \$311); and
 - ix. A one (1) year's supply of Monster Energy Drinks (awarded as six (6) cases of twenty four (24) 16 oz. cans) (ARV: \$360).

Total ARV of Grand Prize: \$5,471. No value has been attributed to the Vaughn Gittin, Jr. and Loren Healy personal appearance portion of Grand Prize.

- b. Ten (10) First Prizes which include:
 - i. \$1,000 of GEARWRENCH tools and accessories (ARV: \$1,000);
 - ii. A Monster Energy Cooler (ARV: \$311); and
 - iii. A one (1) year's supply of Monster Energy awarded as six (6) cases of twenty four (24) 16 oz. cans) (ARV: \$360). Total ARV of each First Prize: \$1,672.

Total ARV of all Prizes is \$22,191. Prizes must be accepted as awarded. All characteristics and features of the prizes except as otherwise explicitly stated above are at the Sponsor's sole and absolute discretion. No substitution, cash redemption, sale or transfer of prizes is permitted except at Sponsor's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize (or portion thereof) with an equivalent prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prizes, are the sole responsibility of the applicable winners. Arrangements for delivery of the prizes will be made after winner validation. LIMIT ONE (1) PRIZE

PER PERSON/EMAIL ADDRESS/HOUSEHOLD. Odds of winning a prize depend on the number of eligible entries received. Prizes will be awarded only to addresses within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor's discretion, prizes that are not claimed properly in accordance with these Official Rules may not be awarded.

Grand Prize Winner must take the Trip on February 3 - 6, 2022 or prize will be forfeited. All travel arrangements/accommodations at Sponsor's sole discretion. If, in the sole judgment of the Sponsor, air travel is not required due to winner's proximity to prize location, air travel will not be provided. All travel expenses not specifically listed, including but not limited to, transportation between winner's home and major closest airport (as determined by Sponsor), ground transportation, meals, incidentals, gratuities, airline fees, fuel, surcharges (including NAV surcharges), airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are winner's responsibility and must be paid by winner with a credit card at the time of booking, where applicable. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Winner is responsible for procuring adequate documentation for travel, if required, or personal travel insurance prior to departure, if desired.

6. **Entrant Verification:** In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name the entry was made. The Promotion Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator – including, without limitation, government issued photo identification) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline specified by the Promotion Administrator may result in disqualification by the Promotion Administrator, in its sole discretion.
7. **Disqualification:** Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into the Promotion's prize drawing. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the entries and the responsible entrant(s). Promotion Administrator reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.
8. **Notification & Validation of Winners:** Potential winners will each be contacted by telephone, email, regular mail or overnight mail, and may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, tax forms, and where lawful, a publicity release within a stated amount of time. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Promotion Administrator, in its sole and absolute discretion, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner in a random drawing from among the remaining eligible entries.
9. **Limitations:** To the fullest extent permitted by applicable law, Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor or Promotion Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation or transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or

inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (ix) any human, or other error, which may occur in the promotion or administration of this Promotion; or (x) cheating or fraud by any participant.

10. **Modification, Suspension and Termination:** If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, legal mandate, or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/modify, suspend and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator may select the winners in a random drawing from among all applicable eligible, non-suspect entries received as of the time/date of termination. Thereafter, Sponsor reserves the right to accept no further entries and award no further prizes.
11. **Releases:** By participating in this Promotion, agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, that all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; (b) to release, defend, indemnify and hold harmless Promotion Parties and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the acceptance, possession, use or misuse of any prize received in this Promotion or the use of any photo, video or entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.
12. **Publicity:** Except where prohibited, participation in the Promotion constitutes each entrant's permission for the Sponsor and its agencies to use entrants' names, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
13. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at http://www.apextoolgroup.com/WebShareNFS/drupal/files/Apex_Tool_Group_Privacy_Policy.pdf, Monster Energy's Privacy Policy located at <https://www.monsterenergy.com/privacy-policy> and Fun-Haver Tour Privacy Policy located at www.fun-haver.com/policies/privacy-policy. By entering this Promotion, each entrant agrees that the Sponsor, Monster Energy, its agents and/or representatives (including the Promotion Administrator) may store, share and use the personal information he/she submitted with his/her entry for the purpose of administering the Promotion and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law.
14. **Choice of Law, Jurisdiction and Notice:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, 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. By entering, entrants irrevocably consent to the exclusive jurisdiction of the federal and state courts located within the county of Santa Clara, California for any action, suit or proceeding arising out of or relating to this Promotion. These Official Rules are protected by U.S. and International copyright laws. Reproduction

and distribution of these Official Rules without written permission from the Promotion Administrator is prohibited. Copr. 2021 Promotion Administrator.

15. **Severability & Conflicts:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials or made by any representative of Sponsor or Promotion Administrator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
16. **Winners' List:** To view the winners' list for this Promotion, please visit certified.promotrust.com/ApexTools/GEARWRENCHMonsterSweepstakes/Winners. The winners' list will be available after winner validation has been completed.
17. **Third Party Rights:** All trademarks used herein are the property of their respective owners. The Ultra4 King of the Hammers race does not sponsor or endorse this Promotion and is not affiliated with the Sponsor or Promotion Administrator in any way. Monster Energy Company is not a sponsor of this sweepstakes. The "Monster Energy" names, logos, and/or materials are used for the purposes of promotion and/or prize descriptions only and such use is not intended to suggest or imply Monster Energy Company's sponsorship of this sweepstakes. MONSTER ENERGY and the Claw Icon are registered trademarks of Monster Energy Company.
18. **Sponsor:** Apex Tool Group, LLC, Spark, Maryland. Mail-in entries are not accepted at this address.
19. **Promotion Administrator:** The Promotion is administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070. Mail-in entries are not accepted at this address.