

Project Blue-Chip - OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. PROMOTION DESCRIPTION:

- 1.1 Title and Promotion Period. Project Blue-Chip ("Sweepstakes") begins on December 1, 2016 at 8:00 a.m. and ends on June 30, 2017 at 11:59 p.m. (the "Promotion Period"). All times are based on Central Standard Time. Administrator's computer is the official time-keeping device for the Sweepstakes.
- 1.2 Sponsor. The sponsor of this Sweepstakes is Hypertech, Inc. ("Sponsor"). By participating in the Sweepstakes, you (the "Entrant") unconditionally accept and agree to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Sponsor is responsible for the collection, submission and processing of Entries and the overall administration of the Sweepstakes. Entrants should look solely to Sponsor with any questions, comments or problems related to the Sweepstakes. Sponsor may be reached at <http://www.projectbluechip.com> during the Promotion Period.

2. ELIGIBILITY:

- 2.1 To enter, the Entrant must, at the time of Entry, (i) be a legal citizen of the forty-eight (48) contiguous United States or the District of Columbia or Canada (ii) be physically located within the forty-eight (48) contiguous United States or the District of Columbia or Canada, (iii) be eighteen (18) years of age or older, and (iv) have a valid driver's license. The following are not eligible to participate:
 - a. Employees, officers, and directors of Sponsor;
 - b. The affiliates, distributors, retailers, sales representatives, advertising and promotion agencies of Sponsor and each of their respective officers, directors and employees;
 - c. Parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses of such individuals listed in (a) and (b); and
 - d. People who share the same residence of such individuals listed in (a) and (b) for at least three months of the year.
 - e. Any company responsible for redemption of prizes or for supplying prizes for the Sweepstakes and their respective franchisees, subsidiaries, agents, and advisors;
 - f. Other persons assisting with this Sweepstakes;
 - g. Any syndicate or collection of persons acting in concert; and
 - h. Any person using automatic or robotic Entries as set forth in Section 5.5.

3. CHOICE OF LAW:

- 3.1 This Sweepstakes is subject to all applicable federal, state, and local laws and regulations, and is void where prohibited.
- 3.2 If any dispute should arise under these Official Rules or the Sweepstakes, shall be governed by the law of Tennessee without giving effect to conflicts of law principles. The venue of any legal action regarding these Official Rules and the Sweepstakes shall be the federal courts in Memphis, Tennessee, as set forth in Section 11.

4. PRIZES:

- 4.1 Prize. One (1) winner ("Prize Winner") will receive a customized 2016 Chevrolet Colorado Crew Cab, Long Bed vehicle (approximate retail value "ARV" of \$40,900) (the "Prize")

- along with the payment to the dealership for costs associated with sales taxes, registration, tags, title, and other legally required fees.
- 4.2 No Warranties or Representations as to Condition of Prize. The Prize has been customized by Flippobuilt Motorsports and Carolina Customs. These companies are independent from Sponsor, and Sponsor is not responsible for any modifications thereof made to the Prize. Other than those warranties or conditions implied by statute and which cannot be excluded by the Sponsor, Sponsor makes no representations, warranties, or guarantees, express or implied, in fact or law, relating to the Prize regarding the use, value, or enjoyment of the Prize, including without limitation, its quality, mechanical condition, merchantability, or fitness for a particular purpose, with the exception of any standard manufacturer's warranty that may apply to the Prize or any components thereof.
 - 4.3 No Warranties or Representation as to ARV. The ARV of the Prize represents Sponsor's good faith determination. That determination is final and binding and cannot be appealed. Sponsor and its agents make no representation or warranty that the Prize can be sold, bartered, or traded for the ARV. Any difference between the actual market value and ARV will not be awarded in cash.
 - 4.4 Limitations. The Prize cannot be transferred, redeemed for cash or substituted by winner. Sponsor reserves the right in its sole and absolute discretion to award a substitute prize of equal or greater value if a prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. Sponsor will not replace any lost or stolen prize items.
 - 4.5 Conditions. All advertisements depicting the Prize and Prize descriptions are illustrative rather than definitive.
 - 4.6 Prize Winner's Responsibilities. All federal, state and/or local taxes, fees including insurance, transfer of title, costs associated with any optional parts and accessories included with or on the Prize, and all other costs incurred in claiming, registering, or using the Prize are the sole responsibility of the Prize Winner. The Prize Winner is responsible for costs incurred in travelling to take possession of Prize. Winning the Prize is contingent upon fulfilling all requirements set forth herein.
 - 4.7 Trademarks. The use or mention of third-party trademarks in these Official Rules or in the Sweepstakes is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Sweepstakes. Any third-party trademarks are the property of the respective trademark owners.
 - 4.8 Forfeiture. Failure to comply with the Official Rules will result in forfeiture of the Prize.

5. HOW TO ENTER:

- 5.1 Entry Upon Purchase. Upon the purchase of Max Energy 2.0, Max Energy, Max Energy Sport, Interceptor, Speedometer Calibrator, or In-line Speedometer Calibrator at a participating retailer during the Promotion Period, Entrant will use the products serial number as a registration number. To enter the Sweepstakes, Entrant must fill out the official online entry form for the Sweepstakes, available at <http://www.projectbluechip.com> ("Entry Form"). Entrant must complete the Entry Form in its entirety and submit the Entry Form in accordance with the on-screen directions during the Promotional Period ("Entry" or collectively, "Entries"). Entrant must enter a valid registration number to enter.
- 5.2 No Purchase Necessary. If Entrant is eligible under the terms of Section 2, Entrant may obtain a registration number without making any purchase by hand-writing clearly and legibly in block capital letters on a piece of plain paper "Registration Number," Entrant's name, address and postcode, signing and sending (USPS Mail) it in a properly stamped envelope addressed to Hypertech, Inc., 3215 Appling Road Bartlett, Tennessee 38133. In Entrant's mailing to Sponsor, Entrant must include a self-addressed, stamped envelope for Sponsor to return the registration number to Entrant. Sponsor will return via USPS an Entry

Form. Entrant must fill out the Entry Form in its entirety and submit the Entry Form in accordance with the on-screen directions during the Promotional Period. Entrant must enter a valid registration number to enter.

5.2.1 Promotion Period. The Sponsor will not process any requests for registration numbers received before December 1, 2016 or after June 30, 2017 or those that are not strictly in accordance with the requirements in this section, except as provided in Section 5.2.2.

5.2.2 Exception for Those with Disabilities. Any person with proof of a disability preventing compliance with the requirement that the request for a registration number be hand-written may contact the Sponsor at (901) 382-8888 to receive a registration number.

5.3 Internet Access. It is the Entrant's responsibility to obtain permission from the person who owns or pays for the equipment and internet-service, before entering. Costs of accessing the internet by mobile phone depend on the Entrant's price plan. The Sponsor is not responsible for any such costs.

5.4 Entry Limitations. Only one Entry per Entrant and per email address is allowed. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed to be the person named in the Entry Form.

5.5 Automatic Entries Prohibited. Automated or robotic Entries submitted by individuals or organizations will be disqualified. Internet entry must be made by the Entrant. Any attempt by Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, identities, registrations, logins or any other methods, including, but not limited to, commercial contest/sweepstakes subscription notification and/or entering services, will void all of Entrant's Entries and that Entrant may be disqualified. Final eligibility for the award of the Prize is subject to eligibility verification as set forth below.

5.6 Promotion Period. All Entries must be submitted by the end of the Promotion Period in order to participate. Sponsor's database clock will be the official timekeeper for this Sweepstakes.

6. WINNER SELECTION:

6.1 Time of Selection. A name will be selected in a random drawing from among all eligible Entries received throughout the Promotion Period (the "Potential Winner"). The random drawing will be conducted on or about July 10, 2017 after the Promotion Period by Sponsor or its designated representatives, whose decisions are final.

6.2 Odds of Winning. Odds of winning will vary depending on the number of eligible Entries received by Sponsor.

7. WINNER NOTIFICATION:

7.1 Notification by Phone. The Sponsor may notify the Potential Winner by the phone number provided in the Entry. If the Sponsor, in its sole discretion, chooses to notify the Potential Winner by phone, the Sponsor must have a live conversation with the Potential Winner within ten (10) days of the first notification attempt (the "Notification Period") in order for the Potential Winner to receive the Prize. Although the Sponsor may, in its sole discretion, choose to leave a message or message on the Potential Winner's voicemail service or answering machine, such messages are solely to facilitate live contact within the Notification Period and do not constitute a "live conversation" for the purposes of this section. If the Sponsor cannot reach the Potential Winner within the Notification Period, the Potential Winner will be deemed to have forfeited the Prize, and a new, alternate Potential Winner will be selected through another random drawing.

- 7.2 Notification by Email. The Sponsor may notify the Potential Winner by the email address provided in the Entry. If the Sponsor, in its sole discretion, chooses to notify the Potential Winner by email, the Potential Winner must respond within ten (10) days of the email being sent. If the Sponsor cannot reach the Potential Winner within the Notification Period, the Potential Winner will be deemed to have forfeited the Prize, and a new, alternate Potential Winner will be selected through another random drawing.
- 7.3 Potential Winner's Responsibility. Sponsor is not responsible for any delay or failure to receive notification for any reason, including inactive email accounts or phone numbers, technical difficulties associated therewith, or Potential Winner's failure to adequately monitor any email account or phone.
- 7.4 Prize Claim Documents. The Potential Winner will be required to sign and return an affidavit of eligibility and release of liability. Except where prohibited, the potential winner will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by the Administrator within ten (10) days of the date notice or attempted notice is sent, in order to claim the Prize. Potential Winner must provide evidence of insurance and a valid driver's license. Failure to sign these documents and show proof of insurance and a valid driver's license will result in prize forfeiture and selection of an alternate winner.
- 7.5 Title Transfer. The Potential Winner must take possession of the Prize and must transfer title of the Prize no later than ten (10) days after the date the Potential Winner has been notified. Failure of the Potential Winner to transfer title within such time will result in disqualification.

8. PRIVACY:

- 8.1 By entering the Sweepstakes, you grant Sponsor permission to share your email address and any other personally identifiable information with its affiliates for the purpose of administration and prize fulfillment. This privacy policy sets out how Sponsor uses and protects the personal information Entrant provides on <http://projectbluechip.com>. Sponsor maintains an ongoing commitment to ensuring that Entrant's privacy is protected. Accordingly, any personally identifiable information provided by Entrant to Sponsor when Entrant uses this website shall be used in accordance with the conditions outlined in this Section.
- 8.2 The Information We Collect. This notice applies to all information collected or submitted on the Website. When entering the Sweepstakes, you may be asked to provide the following types of Personally Identifiable Information: name, postal address, email address, phone number, age, gender or other demographic information, and location information.
- 8.3 Use of Personally Identifiable Information. Sponsor takes entrants' privacy very seriously. Accordingly, Sponsor agrees that it will only use the information Entrant provides for the following specific purposes: to effectuate Entrant's Entry to the Sweepstakes; to customize the advertising and content Entrant sees; to fulfill Entrant's requests for products and services (including purchases); to improve the content and overall look and feel of Sponsor's Website and services; to contact Entrant to conduct research; and to provide anonymous reporting for internal and external clients, when necessary. Sponsor will only list the winner's name on Sponsor's website. Sponsor will not sell or distribute any information about the winner. Sponsor agrees that it will not share, sell, rent or otherwise distribute Entrant's Personally Identifiable Information with outside parties, except to provide products or services Entrant has requested through Sponsor, or in response to a validly-issued subpoena, court order, or other legal process, or when necessary to establish or exercise Sponsor's legal rights or defend against legal claims made by Entrant. Finally, Sponsor agrees that it will never use or share Entrant's Personally Identifiable Information in any way that violates or is otherwise unrelated to the means described in these Official Rules, without also providing Entrant an opportunity to opt-out or otherwise prohibit such unrelated uses.

- 8.4 Web Statistics & Shared Data. Sponsor will not collect, keep or use IP addresses. From time to time, Sponsor may use non-identifiable aggregate information to better design Sponsor's Website and to share with select advertising partners, sponsors, and/or affiliates.
- 8.5 Data Security. To prevent unauthorized access, maintain data accuracy, and ensure the correct use of information, Sponsor has established appropriate physical, electronic, and managerial procedures to safeguard and secure the information by Sponsor collected online.
- 8.6 Scope of this Section: Third Party Websites. Although this Section applies to the entirety of information obtained by you for the purpose of accessing or using content controlled and owned by Sponsor, it does not apply to entities that are not owned or controlled by Sponsor.
- 8.7 Opt-In Policy. You may "opt in" to receive newsletters, promotional offers and other useful information from us. To unsubscribe from our mailings (except important system and content update information detailed below), you may click "Unsubscribe" within such promotion emails.

9. **LIMITATION OF LIABILITY:**

- 9.1 No Assumption of Liability. Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or landline phone service; (f) the non-availability, loss, interception or interference with, late receipt, corruption or damage of or to any entry, prize claim, Prize or notification or other communication; (g) any actual or perceived loss of opportunity or damage arising in connection with the termination or suspension of the Sweepstakes at any time which suspension or termination is due to supervening circumstances beyond the Sponsor's control; or (h) any injury or damage to Entrant's or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Sweepstakes or download of any materials in the Sweepstakes.
- 9.2 Reservation of Right to Cancel, Modify, or Suspend Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part.
- 9.3 Sponsor's Right to Waive Official Rules. The Sponsor may extend any time limit or waive any time limit or waive any of these Official Rules where a person might otherwise have been disqualified or otherwise disadvantaged (without obligating the Sponsor to relax the Rules on any further occasion for that Entrant or at all for any other Entrant).
- 9.4 Discretion. The Sponsor's decision in the exercise or interpretation of any of its rights or discretions in connection with these Rules shall be final, binding and conclusive and reference to the discretion of the Sponsor shall mean its sole discretion.

10. **SEVERABILITY:** If any term of these Official Rules is to any extent illegal, otherwise invalid, or incapable of being enforced, such terms shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is

valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.

11. DISPUTES: Except where prohibited, Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Shelby County in the city of Memphis and the state of Tennessee; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual-out-of-pocket expenses, any and all rights to have damages multiplied or otherwise increase. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules and the Sweepstakes, and the rights and obligations of the Entrant and any other parties in connection with the Sweepstakes shall be governed by, and construed in accordance with, the laws of the State of Tennessee without giving effect to any choice of law or conflict of law rules (whether of the State of Tennessee or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Tennessee.
12. WINNER IDENTITY /OFFICIAL RULES: To obtain a copy of these Official Rules, send your request along with a stamped, self-addressed envelope to Hypertech, Inc., cc: Sweepstakes Rules at 3215 Appling Road Bartlett, Tennessee 38133. The Prize Winner will be featured on <http://www.projectbluechip.com> after winner confirmation is complete.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.