Hisense Performance Sweepstakes Part 2

OFFICIAL RULES

NO PURCHASE NECESSARY

PROMOTION DESCRIPTION: The Hisense Performance Sweepstakes (the "**Sweepstakes**") takes place from July 8, 2016 at 12:00 a.m. Eastern Time ("**ET**") to October 27, 2016 at 11:59 p.m. ET (the "**Promotion Period**"). The Sweepstakes consists of four (4) separate entry periods (each, an "**Entry Period**" and collectively, the "**Entry Periods**"), as described below.

Two (2) "Trip Prize" (as defined below) winners and five (5) "TV Prize" (as defined below) winners will be selected at the end of each Entry Period from among all eligible entries received as of the end of the corresponding Entry Period. Non-winning entries WILL roll over to subsequent Entry Periods.

Entry Period #	Start Date (at 12:00 a.m. ET)	End Date (at 11:59 p.m. ET)	Drawing Date (on or about)
1	July 8, 2016	September 1, 2016	September 2, 2016
2	July 8, 2016	October 27, 2016	October 28, 2016

Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Hisense USA Corporation, 7310 McGinnis Ferry Road, Suwanee, GA 30024 ("**Sponsor**"), which shall be final and binding in all respects.

ELIGIBILITY: Only legal U.S. residents who are eighteen (18) years of age or older are eligible to enter. Employees, officers and directors of Sponsor, Just Marketing, Inc., Joe Gibbs Racing, Inc. and each of their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies (collectively, the "**Promotion Entities**") and the immediate family members, and/or those living in the same household of each, are ineligible to enter the Sweepstakes or win a prize. Sweepstakes is void where prohibited by law.

HOW TO ENTER:

To enter the Sweepstakes, visit the website <u>https://secure.cataboom.com/direct/hisense-performance</u> (the "**Website**") and follow the on-screen instructions to complete the entry form with the information requested and submit your entry. All requested information on the entry form at the Website must be completed to enter and to be eligible to win. Incomplete entries will be disqualified. Proof of entering information at the Website is not considered proof of delivery to or receipt by Sponsor of such entry. Except as contemplated in these Official Rules, personal information collected in connection with this Sweepstakes will be used in accordance with the privacy policy found on the Website.

NOTE: Internet entry must be made by the entrant, only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

The Website's database clock will be the official timekeeper for online entries in this Sweepstakes. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

Limit one (1) entry per person and/or per e-mail address per day. For purposes of these Official Rules, a "day" is defined as any twenty-four (24) hour period during the Promotion Period beginning at 12:01 a.m. ET and ending at 11:59 p.m. ET.

WINNER SELECTION AND NOTIFICATION: On or about each of the Drawing Dates indicated in the chart above, the prize winners will be randomly selected from all eligible entries received as of the end of the corresponding Entry Period. The potential prize winners will be notified by telephone and/or mail and/or e-mail, using contact information provided or collected at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected. The odds of winning depend on the number of eligible entries received as of the end of the corresponding Entry Period.

PRIZES/APPROXIMATE RETAIL VALUES:

<u>Four</u> (4) Trip Prizes are available (two (2) for Entry Period 1 and two (2) for Entry Period 2): Each Trip Prize consists of a 4-day / 3-night trip for the winner and one (1) guest to attend the "Race Event" for the corresponding Entry Period (see list of Race Events below) (the "**Trip**"). Each Trip will consist of the following: (a.) round-trip economy class air transportation for the winner and one (1) guest to an airport in close proximity to the Race Destination from a major airport near winner's residence as determined in Sponsor's sole discretion; (b.) three (3) nights hotel accommodations (one (1) room, double occupancy each, room & tax only); (c.) four (4) day car rental; (d.) two (2) Race Event credentials; (e.) two (2) HOT Passes with access to Joe Gibbs Racing Pit Box (f.) pit and garage tours for winner and guest; (g.) meet and greet with a Hisense driver (subject to availability); (h.) Victory Lane access should a Joe Gibbs Racing driver win; (i.) a selection of apparel for winner and guest; and (j.) \$800 spending money for each winner only. Approximate Retail Value ("**ARV**") of each Trip \$2,479.50.

Ten (10) TV Prizes are available. Each TV Prize consists of a Hisense H7 4K Ultra HD TV. The ARV of each TV Prize is \$799.

Entry Period Travel Dates	Race Destination
---------------------------	------------------

3	September 16 – 19, 2016	Chicago, IL
4	November 11 – 14, 2016	Phoenix, AZ

All guests must be eighteen (18) years of age or older. All trips must be taken on dates designated by Sponsor. Dates of departure and return are subject to change at Sponsor's sole discretion. If a selected prize winner is unable to participate during the dates designated by Sponsor, the prize will be forfeited in its entirety and, time permitting, an alternate winner will be selected. In the event a prize winner is able to participate in the trip during the dates designated by Sponsor but any prize element noted in the description corresponding to the prize does not or cannot take place as scheduled or at all, for reasons including but not limited to scheduling conflicts, cancellations, postponement, or for any other reason, then the Sponsor reserves the right to award the remainder of the prize with no further obligation to the winner.

All meals, gratuities, baggage fees, hotel room service, parking fees, laundry services, merchandise, souvenirs, local and long distance telephone calls and any other expenses associated with a prize not specifically included in these Official Rules are the winner's sole responsibility.

Winner and his/her guest(s) must travel together on the same itinerary and possess all required travel documents. Air transportation tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All air transportation tickets are subject to the vagaries of flight variation, work stoppages and schedule or route changes. Actual retail value for prizes including air transportation may vary depending upon points of departure and destination and fare fluctuations. If the closest airport to a prize winner's home is in close enough proximity to prize destination city so that, as Sponsor may determine in its sole discretion, a flight is unnecessary, such prize winner will receive alternate transportation, as determined at the sole discretion of Sponsor, with no further obligation to the winner.

Car rental portion of each Trip is subject to winner (and/or his/her guest) qualifying for the use of the rental car according to the terms and conditions of the designated rental car company. In the event a winner (and/or his/her guest) does not qualify for use of rental car, Sponsor reserves the right to provide alternate ground transportation in the destination city at Sponsor's sole discretion. Exclusions on car rental include gas, tolls and additional option items. Winner may elect to upgrade rental car vehicle at his/her own expense.

Some elements of the prizes may require winner and his/her guest(s) to sign additional documents as a condition of participating in a certain activity. Should a winner and/or his/her guest(s) decline to sign such documents, the winner and/or his/her guest(s) will forfeit that element of the prize with no further obligation to such winner and/or his/her guest(s).

Prize winners will not receive cash or any other form of compensation if actual travel costs are less than the prize ARV in these Official Rules. Sponsor reserves the right to structure the travel route and select hotels in its sole discretion. In the event a winner and/or his/her guest engages in behavior that (as determined by Sponsor in its sole and absolute discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip or other applicable experience early, in whole or in part, and send winner and/or his or her guest home with no further compensation.

The ARV of any electronic prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules and the date the prize is awarded or redeemed. If the actual purchase price of an electronic prize is less than the ARV stated herein, the prize winner will NOT be entitled to a check, cash or other form of payment for the price difference. No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute prize(s) of comparable value if a prize listed or any portion thereof is unavailable for any reason.

Limit one (1) Prize per person.

GENERAL PRIZE CONDITIONS: Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Any potential prize winner must execute and have notarized an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If winner fails or refuses to sign and return all Prize Claim Documents within five (5) days of prize notification (or a shorter time if required by exigencies), winner may be disqualified and an alternate winner may be selected. The guests of the prize winners must sign and return applicable Prize Claim Documents prior to booking of a prize.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished by third parties in connection with the Sweepstakes. <u>WITHOUT</u> <u>LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS</u> IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

GENERAL: Acceptance of a prize constitutes prize winner's permission for Sponsor, and its designees to use prize winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's or any other person's computer system or wireless phone which is occasioned by participating in the Sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Sweepstakes, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. Sponsor reserves the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor is prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select any remaining winner(s) in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. 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.

GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF GEORGIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

WINNERS' LIST: Any legally required winners' list may be obtained by sending a self-addressed, stamped envelope to: Hisense Performance Sweepstakes Part 2 Winners, 10960 Bennett Parkway, Zionsville, IN 46077. All such requests must be received within six (6) weeks after the end of the Promotion Period.