



## **Social Media Influencer Stargazing Box Giveaway Official Rules**

**1. Registration Period:** The giveaway period begins at 11:00 A.M. EST on Tuesday, September 5, 2023, and ends at 2:00 P.M. EST on Monday, September 11, 2023 ("Registration Period").

**2. Sponsorship:** General R.V. Center, Inc., 25000 Assembly Park Dr., Wixom, MI 48393 is the sponsor of this Giveaway. It is referred to in these rules as "General RV," "GRV," or "Sponsor."

**3. Host:** stairsuphandlein, Jen Reinhart, will be referred to as "Host." The Host will announce the "Giveaway" on their Instagram or TikTok Page. Entries will be made on that Instagram or TikTok post, and Sponsor will choose the winner at random from qualified entries as described in these Official Rules.

**4. The Giveaway:** The Host will create and post an Instagram or TikTok video displaying a General RV Stargazing Story Box to their followers. Participants will follow the entry requirements described in these Official Rules. Sponsor will track entries and choose one (1) winner at random. Sponsor will notify the winner by tagging them in the comment section.

**5. To Enter:** To enter, participants must: 1) follow the Host on the social channel of entry, Instagram or TikTok; 2) follow General RV Center on the social channel of entry, Instagram or TikTok; and 3) Tag a Friend in the post's comment sections. No purchase is necessary, and the purchase of anything from GRV will not increase the chance of winning.

**6. Eligibility:** This Giveaway is open to legal residents of the contiguous United States of America, who enter the Giveaway on Host's Instagram/TikTok video post. Entrants must be 18 years of age or older as of their date of entry in this Giveaway to qualify, and they must be a natural person living in the United States. Anyone using or attempting to use a robot, Artificial Intelligence, or other inappropriate means to enter or win this Giveaway is not eligible. This Giveaway is subject to federal, state, and local laws and regulations, and it is void where prohibited by law. General RV's employees and its subsidiaries, affiliates, partners, advertising and promotion agencies, and directors (collectively the "Employees"), as well as members of their immediate family and/or those living in the same household as them, are ineligible to participate in the Giveaway.

**7. Agreement to Rules:** By entering this Giveaway, each entrant ("you" or "entrant") agrees to be bound by these Rules and by the interpretations of them by GRV; to comply with all applicable federal, state, and local laws, rules, and regulations; and to be bound by all decisions of GRV regarding the Giveaway. You also agree that these Rules are fully and unconditionally binding in all respects. By entering this Giveaway, you represent and warrant that you are eligible to participate based on all eligibility requirements in these Rules. You agree to accept the decisions of Sponsor as final and binding as it relates to these Rules, participation, content, and winners of this Giveaway. You understand that Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at Sponsor's sole discretion. Your entry must fully meet all Giveaway requirements, as specified in these Rules, to be eligible to win. Incomplete entries or those that do not adhere to these Rules will be disqualified at Sponsor's sole discretion.

**8. Rights Granted by You:** By submitting an entry into this Giveaway, you understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and their successors and assigns have the right, where permitted by law, to print, publish, broadcast, distribute and use in any media known now or hereafter

developed, in perpetuity, worldwide, and without limitation, your name, photo, portrait, voice, likeness, image, statements about GRV, the Giveaway, and your biographical information for any purpose without further notice, review, consent, compensation, or remuneration to you or anyone else.

**9. Prizes:** The winner of the Giveaway (“Winner”) will receive a box that includes a (1) blanket, (1) power bank, (1) stargazing book, (1) headlamp, and a QR code for a free star tracker app (“prize”), an approximately \$70 value. Under no circumstances may a person be entitled to more than one prize. The actual prize may differ at the time the prize is awarded. The prize will be determined solely by the Sponsor. No cash or other prize substitution is permitted, except at the Sponsor’s discretion. The prize is non-transferable. Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation all local, state, and federal taxes.

**10. Selection and Notification:** Winner will be selected among all the eligible entries at random. Sponsor will notify Winner by @tagging them in the Instagram/TikTok post’s comment section and, if possible, sending them a direct message on Instagram/TikTok within seven (7) business days of the end of the Registration Period. Winner is then responsible for replying to Sponsor on Instagram or TikTok via direct message to Sponsor with Winner’s contact information, including name, email address, and address. By providing your contact information to receive the prize, you agree to be bound by these Rules and by the interpretations of them by Sponsor. Provided that Sponsor meets the requirements to enter the Giveaway, Sponsor will then ship the prize to Winner at no charge. Prizes will only be shipped to valid US postal addresses within the contiguous United States. Sponsor is not responsible for, nor will Sponsor have any liability for Winner’s failure to receive notices due to internet or email issues or email security settings that may cause notifications to not be received for any reason, including them getting marked as spam or junk email. Sponsor is not liable for Winner providing incorrect or otherwise non-functioning contact information. Winner will be the authorized account holder of the participant social media account provided, who is the natural person assigned to the account by an internet access provider, online service provider, or other organization responsible for assigning the account or the domain associated with the submitted social media account. Multiple participants are not permitted to share the same social media account. If Winner does not claim the prize within five (5) calendar days from the time award notification is sent, is found ineligible at any time, does not fully comply with these Rules, Winner forfeits the prize, and an alternate victor will be selected by Sponsor. Winner’s acceptance and receipt of the prize for this Giveaway is conditioned upon compliance with all federal, state, and local rules, laws, statutes, ordinances, and regulations. If Winner violates any of these Rules, Winner, at Sponsor’s sole discretion, will be disqualified, and all privileges, rights, and winnings will be immediately terminated.

**11. General Terms:** GRV is not responsible if the Giveaway cannot take place, or if any prize cannot be awarded due to events outside of the control of GRV. GRV reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Giveaway or any part of the Giveaway. All information provided by entrants may be subject to disclosure under the Michigan Freedom of Information Act, Court Order, or other rule of law.

**12. Additional Terms, Conditions and Giveaway Integrity:** Sponsor reserves the right to modify, suspend, cancel, or terminate this Giveaway, or eliminate any entry from it, in its sole discretion, should non-authorized human intervention, a bug, virus, fraud, robots, spiders, crawlers, or other causes beyond Sponsor’s control, impact or corrupt the security, fairness, proper conduct, or administration of the Giveaway. Automated entry devices are prohibited. Anyone using inappropriate means to participate or win this Giveaway, such as a robotic, mechanical, or other forms of pre-programmed internet, email, texting, phone call, voting, or entry method, will be disqualified. If an entrant or entry is disqualified from the Giveaway for any reason GRV is not obligated to notify them of the disqualification or forfeiture. Sponsor has the right to maintain the integrity of this Giveaway, and to void entries, entrants, or votes for any reason, including, too many entries from the same user; too many entries from the same email address, Rules

violations, the use of bots, macros, scripts, or other technical means for entering, or attempts by any entrant to damage any website or undermine the legitimacy of this Giveaway.

**13. Indemnification:** By entering this Giveaway, you agree to indemnify, hold harmless, defend, and release GRV, and anyone involved in the creation, operation, or fulfillment of the Giveaway and their respective agents, employees, officials, officers, directors, affiliates, successors and assigns from and against all claims, lawsuits, injuries, or damages arising out of, or relating in any way to participation in the Giveaway, including the use, misuse, or redemption of the prize, and including any claim based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property related claims or cause of action.

**14. Limitation of Liability:** Your entry into this Giveaway constitutes your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Giveaway; the winner accepting the prize; possessing, using, or misusing of any prize or any portion thereof; any technical failure; the unavailability or inaccessibility of any transmissions, phone, computer, or Internet service; unauthorized intervention in any part of the entry process or Giveaway; or electronic error or human error in the promotion, administration, or processing of the entries or Giveaway.

**15. Disputes:** This Giveaway is governed by the laws of the state of Michigan, without regard to conflict of law rules or doctrines. You agree, as a condition of participating in this Giveaway, that if any dispute arises out of your entry into this Giveaway, this Giveaway, or anything related to this Giveaway, which is not resolved between you and the Sponsor, and if a cause of action arise out of or related to this Giveaway, it will be individually resolved before a court having jurisdiction over Oakland County, Michigan, without resorting to any form of class action. By entering this Giveaway, you agree that Michigan has sole and exclusive jurisdiction over you and this Giveaway to resolve any disputes related to it. In addition, under no circumstances will you be permitted to obtain an award for, and you waive all rights to, punitive, exemplary, incidental, and consequential damages, including litigation costs and attorney's fees. As such, your only remedy is your actual, reasonable, out-of-pocket expenses, i.e., costs associated with entering this Giveaway. You waive all rights to any other damages or to have damages multiplied or increased.

**16. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Sponsor's website. Click here <https://www.generalrv.com/about/privacy-policy> to read the Privacy Policy. However, GRV reserves the right to gather your private information to administer this Giveaway and to analyze it and data related to it for any purpose related to its business, including sales, service, marketing, advertising, RVing, camping, promotion, or others. By entering this Giveaway, you consent to, and authorize General RV to contact you at any email address and phone number you provide to it. However, GRV will not utilize autodial, pre-recorded, or artificial voice telemarketing and sales calls, text messages, or emails to contact you based on your entry into this Giveaway.

**17. Miscellaneous:** You may obtain a copy of the winner's name or a copy of these Rules by visiting a [Generalrv.com](https://www.Generalrv.com)

**18. Social Media Specific Rules:** This Giveaway is not sponsored, endorsed, administered by, or associated with any Social Media outlet. Any use of a Social Media platform to promote this Giveaway does not signify their sponsorship, approval, or involvement in this Giveaway in any way. The sole Sponsor of this Giveaway is General RV. This Giveaway is in no way sponsored, endorsed, administered by, or associated with TikTok. Sponsor fully releases and holds TikTok harmless from all liability. This Giveaway is in no way sponsored, endorsed, administered by, or associated with Instagram. Sponsor fully releases and holds Instagram harmless from all liability.

**19. DISCLAIMER OF WARRANTIES, NO RELIANCE:** Sponsor provides no warranties on or about this Giveaway or on any prize provided, express or implied. The prize is provided "AS IS," and the Giveaway is done "AS IS." Sponsor disclaims all warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose on any prize and this Giveaway. No portion of this Giveaway, any promotion of it, or these Rules is a warranty or contract and nothing that Sponsor, or any of its employees, agents, or affiliates does creates a warranty or contract, express or implied. In addition, nothing that Sponsor, or any of its employees, agents, or affiliates does or says can alter the terms of these Rules or the Giveaway in any fashion. These are all the rules pertaining to the Giveaway, and they may not be altered, in any way, other than Sponsor altering them in writing, at Sponsor's sole discretion. As a result, entrants release the Sponsor and all its owners, affiliates, employees, and agents from all claims of any kind, other than a claim for breach of an express obligation of Sponsor as expressly set forth in these Rules.

**20. Merger:** These Rules constitute all the Rules and the entire agreement between you and Sponsor related to the Giveaway, and shall supersede anything else related to the Giveaway, including any other agreements, understandings, or negotiations between you and the Sponsor with respect to the Giveaway.