2019 Fanatik Christmas Giveaway

OFFICIAL RULES

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

Fanatik Christmas Giveaway (the "Contest") is sponsored by Fanatik, located at 1812 N. State St. Bellingham, WA 98225 USA

There are prizes to be awarded each day between December 10th, 2019 and December 25th, 2019. Number of and actual prizes for the contest will be determined by the sponsor and sponsor partners of the contest. Chances of winning depend on the total number of eligible entries received.

Sponsor partners of the contest will be revealed each day of the contest.

Who Can Enter:

- 1. The Contest is open to contestants residing in the USA.
- 2. The Contest is subject to all federal, state, and municipal laws, and is void where prohibited.
- 3. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

Timing:

- 4. The Contest is open from December 10, 2019 at 3:00 PM Pacific Standard Time ("PST") to December 25, 2019 at 11:59 AM PST (the "Contest Period").
- How To Enter:
 - a. Entrants may visit http://www.fanatikbike.com/ (the "Site") or Fanatik's Instagram, @fanatikbikeco, during the Contest Period.
 - b. To participate in the Contest the entrant must fill out the form on http://www.fanatikbike.com/christmas-giveaway and/or follow @fanatikbikeco, the day's given sponsor, and tag a friend on the day's post.
 - c. All contest entries agree to abide by the Fanatik Privacy Policy https://www.fanatikbike.com/pages/privacy-policy
 - d. Registration for the Contest does not require any purchase, but to enter in the final component give-away, you must sign up for the Fanatik email list and agree to receive marketing emails. You may unsubscribe at any time.
- 6. In order to be entered for each of the 11 daily prize draws, the contestant must visit Fanatik's Instagram account (@fanatikbikeco), tag a friend on the day's prize posting, and follow that day's sponsor's account. Entering on one day will not gain you entry for all days. A daily entry is required.
- 7. Any use of an electronic device to enhance or alter entrants' odds of winning will count as a fraudulent entry. Entries that are fraudulent are not permitted and will be declared invalid.
- 8. All entries become the property of the Sponsor and will not be acknowledged or returned. Receipt of entries for the Contest will not be acknowledged, and proof of submission of an entry will not be deemed proof of receipt.
- 9. The Sponsor reserves the right to delete any entries or remove participants that are in violation of the Official Rules.
- By participating in the Contest, entrants agree to be bound by these Official Rules.

Winner Selection:

- 11. At the end of each day (24hr period) during the Contest Period names will be drawn at random to determine winners of daily prize(s).
- 12. Winners will be notified via direct message on Instagram or the email entered in the form within 2-5 business days of their name being drawn.
- 13. In order to be verified the as the Winner, the selected entrant must respond to the prize notification message or Fanatik email within three (3) days of transmission, confirming that he/she:
 - a. (i) has read, understands and complies with the Official Rules;
 - b. (ii) releases and discharges the Sponsor; and
 - c. (iii) consents to the announcement of the Winner's name and the use by or on behalf of the Sponsor of the Winner's name and/or photograph and/or video for advertising and promotional purposes, without any further compensation to the Winner
- 14. Should the Winner fail to comply with any of the requirements contained in these Official Rules, the Prize will be automatically forfeited and the Winner will be redrawn and the initial Winner will be disqualified and will have no recourse towards the Sponsor or anyone involved in the Contest.
- 15. The prizes shown may vary from those advertised. Fanatik and the Sponsors will have sole discretion over prizes, if a prize is no longer available and substitute will be decided and provided by the sponsor.
- 16. The prizes must be accepted as awarded. No cash alternatives, substitution or transfers of the prizes will be allowed.
- 17. Winners may be announced and published on Fanatik's Instagram account once confirmation has been received by winner within five (5) days. If notification is not received within time period a redraw will occur.

Other Matters:

- 19. The Contest is subject to all applicable federal, state and local/municipal laws and is void where prohibited by law. If any provision of these Official Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.
- 20. The Sponsor will not, under any circumstances, be responsible for, or liable to any entrant or any other person for:
 - a. any erroneous lost, damaged, late, incomplete, misdirected, deleted, defective, or altered Contest registrations, regardless of the cause, including, but not limited to, failure of the Site;
 - b. any failure for any reason whatsoever of the selected entrant to receive a prize notification;
 - c. any changes in email addresses after Contest registrations are submitted; and
 - d. any computer, online, telephone, or technical malfunctions or errors that may occur, regardless of the cause.
- 21. If for any reason the Contest is not capable of being conducted as intended by the Sponsor, including due to computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause that corrupts or interferes with the administration, security, fairness, integrity or proper conduct of the Contest, the Sponsor may, at its sole discretion, disqualify any entrant responsible for such misconduct and cancel, terminate, modify, or suspend the Contest.
- 22. The Sponsors will ship the prizing direct. The Sponsor will not be responsible for any tax or customs liability that arises in relation to the delivery of the prizing.
- 23. Decisions of the Sponsors are final and binding.
- 24. By entering the Contest, participants consent to the Sponsor's collection, use, and disclosure of the personal information provided in the Contest registration for the administration of the Contest, including posting of the Winner's name and city of residence on the Sponsor's website. The Sponsor will use the Winner's personal information only for identified purposes, and protect the Winner's personal information in a manner that is consistent with the Fanatik Privacy Policy. Entrants may write to the Sponsor and request that their information be removed from the Sponsor's records.