

Official Rules

NO Donation or PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCE OF WINNING. PROMOTION IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES, DISTRICT OF COLUMBIA AND CANADA (EXCLUDING QUEBEC) and all COUNTRIES except where prohibited by law. All Participants must be 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID IN PUERTO RICO, QUEBEC, AND WHERE PROHIBITED BY LAW.

PROMOTION PERIOD: There will be a giveaway set up 4 times a year. The promotional period will begin at the beginning of each quarter and will end 1 week before the scheduled giveaway. The first scheduled Giveaway is December 23rd 2023. **Help Americans Inc. has set a fund raising goal of \$500,000 to be able to build out the doggie paradise complex in south Florida. If we do not raise the needed \$500,000 by December the Giveaway will be moved to March 2024 allowing our fundraiser more time to reach our objective.**

ELIGIBILITY: Open to permanent legal residents of the 50 United States, District of Columbia and Canada (excluding Quebec) and all Countries throughout the world that are not prohibited or restricted by law. Participants must be 18 years of age or older at time of entry who have a valid driver's license. Employees, board members, advisory committee members, directors, officers, or agents their affiliates, subsidiaries, advertising and promotion agencies, or any other suppliers to Sponsor and the immediate families (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and persons living in households of each, whether or not related are ineligible. All federal, state, provincial and local laws and regulations apply. By participating in the Sweepstakes, entrants agree to be bound by these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER:

1. Automatically via a donation or purchase. Eligible individuals who make an online donation or purchase on Sponsor's website during the promotion period, will automatically receive one (1) Sweepstakes entry for each \$1.00 spent on an eligible donations or purchase (example: Donate or purchase \$100 of product and receive 100 entries into the Sweepstakes). No limit on number of entries received with a purchase. Purchase transaction must be received by 11:59:59 p.m. 1 week prior to the sweepstakes to be eligible to receive entries. The number of entries you receive will be based on your donation or the list price of your eligible purchase (excludes sales tax and shipping charges) and will be rounded up to the nearest dollar. If a purchase is returned prior to the drawing, entry/ies associated with that purchase will be voided. All purchases are subject to Sponsor's return policy.
2. To enter without a purchase via a mail-in, **hand write** the following on the front of a 3x5 card, your full name, address, city, state/province, zip/postal code, e-mail address, telephone number and date of birth. Insert card in a #10 envelope and mail to our corporate address Help Americans Inc. 7400 NW 17th Street Unit 106 Plantation, Florida 33313 (each envelope must be mailed individually) – **return address and mailing address must be handwritten. All mail-in entries will get 1 entry into the sweepstakes.**

All requested information (as stated above) to be considered an entry. Bulk shipments (multiple entries in one shipping package) will not be accepted and will be destroyed. Mail-in entries must be postmarked 1 week prior to the sweepstakes date. Mail-in entries received that follow the instructions noted above will earn one (1) entry per envelope. No limit on number of entries received via the no purchase method of entry

(mail-in entries). Requests for confirmation of receipt of mail-in entries will not be acknowledged. No photocopies, facsimiles or reproductions of mail-in entry will be accepted. Sponsor is not responsible for late, lost, damaged, stolen, incomplete, illegible, postage due, or misdirected entries. Proof of mailing does not constitute proof of delivery. Metered mail will not be accepted.

All information must be complete to be eligible. Personal information collected from entrant is used only for the purpose of the Sweepstakes and will not be re-used, sold or shared in any manner, unless entrant agrees to receive further information on Sponsor's or prize partner's products and promotions. Use of computer programs and/or other automated devices to enter sweepstakes is prohibited.

BONUS ENTRIES: Throughout the Promotion Period the Sponsor may announce opportunities to earn "BONUS ENTRIES". Earn 15 'bonus' entries with a \$30 to \$49.99 purchase, 25 'bonus' entries with a \$50.00 to \$99.99 purchase and 50 'bonus' entries for every purchase over \$100.00. If entering without purchase via a mail-in, follow directions for mail-in entries above and hand-write the words "BONUS ENTRY" and the 'bonus' being offered in the bottom left-hand side of the envelope. Entrant will earn the appropriate 'bonus' amount as long as the entry is postmarked on and received by the specified date(s). If the "BONUS ENTRY" offer falls on a Sunday, the mail-in entry must be postmarked the Monday immediately following the offer.

Mail-in entries that are not in the format specified above, that are illegible, inaccurate, incomplete, or reproduced via photocopier or otherwise will be considered null and void. Proof of submission does not constitute proof of receipt. Not responsible for lost, late, illegible, mutilated, misdirected, postage-due entries or entries not received by the deadline. All material submitted becomes property of Sponsor and will not be returned. No correspondence will be acknowledged or entered into; requests for confirmation of receipt of mail-in entries will not be acknowledged.

GRAND PRIZE DRAWING: A random drawing for the Grand Prize will be conducted on the scheduled date, under the supervision of a third party, an independent judging organization, whose decisions are final on all matters relating to this Sweepstakes. Odds of winning a Grand Prize depend on the number of eligible entries received.

PRIZES: There is a total of one (1) Grand prize offered in this Sweepstakes with a maximum total approximate retail value ("ARV") of \$100,000.

- **Grand Prize:** a customized pre-owned car, approximate retail value ("ARV") \$100,000. There will be other prizes such as \$1,000 prepaid Visa Cards along with other goods and services. The Winner will be subject to the prize tax requirement (see Grand Prize details below). Note, Prize vehicles may not meet safety or emissions testing required in some states, provinces and counties. Winner is responsible to check their state of residence to confirm the aforementioned and must use vehicle in accordance with state/county/province regulations.

GRAND PRIZE DETAILS: Grand Prize Winner is responsible for registration, license, title and insurance fees and any other expenses not listed related to acceptance and use of prize and must provide a valid driver's license and evidence of insurance (as required) prior to delivery. Vehicle must be picked up by Winner at Sponsors address no more than 30 days after the Winner has been confirmed (unless otherwise communicated by Sponsor prior to pick-up). Sponsor to assist/provide temporary documents for Winner to get vehicle to final destination. Winner is responsible for all costs and fees associated with picking up prize

(including but not limited to airfare, gas, temporary registration, insurance, towing fees, etc.). The prize is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Failure to take delivery within 30 days of availability could cause prize to be forfeited and awarded to an alternate. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor. Prize Winner is responsible for the payment of taxes on their prize (including Grand Prize tax offset) and for any other costs and expenses associated with the acceptance and use of the prize. Sponsor reserves the right to substitute prize of equal or greater value at any time during the duration of the Sweepstakes.

PRIZE GENERAL RULES: Grand Prize Potential Winner will be notified by email, followed by a phone call, All potential winners (or parent/legal guardian if Winner is a minor – residents of Mississippi are considered a minor under the age of 21, residents of Nebraska and Alabama are considered minors under the age of 19) will be required to sign and return an Affidavit of Eligibility and Liability Release, and W9 (where legal and where required) within 24 hours of notification attempt or prize will be forfeited and an alternate Winner determined at random from among all eligible entries. If any potential Prize Winner is deemed a minor in his/her state or province of residence, prize will be awarded in the name of the Winner's parent or legal guardian. If the potential Winner does not return the required documents within the stated timeframe, the corresponding Winner will be disqualified and an alternate Winner will be selected. Should the potential Winner (or any other alternate potential Winner) decide to decline the prize for any reason whatsoever, Sponsor shall have no further obligation to that potential Winner, and an alternate potential Winner will be selected, if time permits. Taxes related to the prize are the sole responsibility of the Winner. Acceptance of a prize constitutes permission to the Sponsor and its agencies to use Winner's name and/or likeness for purposes of advertising and trade without further compensation, unless prohibited by law. By accepting a prize, Winner agrees to hold Releasees harmless against any and all claims and liability from any accident, loss or injury occurring from this promotion or in any way related to the prize or use/misuse thereof, or while traveling to and/or from a location to obtain or use a prize. No substitution or transfer of prize allowed, except at Sponsor's sole discretion. Releasees shall not be liable for any printing or other errors or for delays in mail service. All entries become the property of Sponsor and will not be acknowledged or returned. By participating in this promotion, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are final and binding. Any questions, comments or complaints regarding the promotion are to be directed to the Sponsor at the address below.

SCAMMER ALERT INFORMATION: You should never have to pay handling charges, service fees, or any other kind of charges up front to receive a prize - those are sure signs of sweepstakes scams. Sweepstakes taxes are paid directly to the IRS along with your regular tax return. For more information go to <https://www.consumer.ftc.gov/articles/fake-prize-sweepstakes-and-lottery-scams>.

WAIVERS, DISCLAIMERS, RELEASES, INDEMNITY: BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (US\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (US\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANTS' REMEDIES ARE

LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU. EACH PARTICIPANT AGREES (I) TO ABIDE BY THE TERMS OF THESE OFFICIAL RULES AND THE DECISIONS OF THE SWEEPSTAKES ENTITIES WHICH ARE FINAL AND BINDING ON ALL MATTERS RELATING TO THIS SWEEPSTAKES, AND (II) TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS OR LIABILITY IN CONNECTION WITH PARTICIPATION IN THIS SWEEPSTAKES OR ACCEPTANCE OR USE OF ANY PRIZE INCLUDING, WITHOUT LIMITATION, ANY ACTIVITY RELATED THERETO. **INTERNET:** Releasees and any Internet access or service providers are not responsible for incorrect or inaccurate entry of entry information, human or other error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software or any combination thereof, inability to access Web sites, or damage to a user's computer system (hardware or software) due to participation in this Sweepstakes. If Sponsor determines, in their sole discretion, that there is any suspected or actual electronic tampering with the Sweepstakes or if technical difficulties compromise the integrity of the Sweepstakes or if any noncompliance with the rules has occurred, Sponsor reserves the right to void the entries at issue and/or terminate the Sweepstakes and conduct a random drawing to award the Prizes using all eligible, non-suspect entries received in the applicable drawing pool as of the promotion end date. If the Sweepstakes is terminated due to tampering or technical difficulties prior to its end date, notice will be posted at www.helpamericansinc.com. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the Sponsor or its agents. Entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The "authorized account" holder is the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Any online entries submitted by automated means, or third-party, will be disqualified. Entries will not be valid until received by Sponsor.

DISPUTES AND CHOICE OF LAW: Entrant agrees that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved. Entrant agrees that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, you will send a written notice to the Sponsor ("Demand"). Entrant agrees that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before Entrant accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy. Entrant must send the Demand to the following address (the "Notice Address"): Help Americans Inc 7400 NW17th Street Unit 106 Plantation, Florida 33313, Attention; Legal Department. Entrant agrees that Entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after Entrant sends a Demand. If the disagreement stated in the Demand is not resolved to Entrant's satisfaction within 10 business days after it is received, and Entrant intends on taking legal action, Entrant agrees that it will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of Entrant, Administrator, and Sponsor to litigate claims in court and Entrant, Administrator and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. Entrant agrees that it will not file any lawsuit against Administrator or Sponsor in any state or federal court. Entrant agrees that if it does sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, Entrant must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable

attorney's fees. For any such filing of a demand for arbitration, Entrant must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, Entrant may file its case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. Entrant agrees that the Arbitrator will have sole and exclusive jurisdiction over any dispute it has with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Broward County Florida. Entrant agrees that it will not file a class action or collective action against Administrator or Sponsor, and that Entrant will not participate in a class action or collective action against them. Entrant agrees that it will not join its claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances does entrant, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with Entrant to arbitration before the Arbitrator. 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's in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. This arbitration provision shall survive conclusion, modification or termination of the Sweepstakes and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Sweepstakes.

ADDITIONAL RULES RELATED TO RESIDENTS OF CANADA: Potential Canadian Winners will be required to correctly answer a time limited mathematical skill testing question administered by mail or telephone prior to award of any prize.

WINNERS LIST: Winners will be posted on <https://www.helpamericansinc.com> once all winners have been confirmed and verified.

Help Americans Inc. is an IRS approved 501C3 Nonprofit organization registered in the State of Florida. The proceeds from the donations and purchases made will help us build an all-inclusive housing community for homeless and disabled Veterans. There will be a section in the housing community called Puppie Paradise where we rescue dogs and shelters and teach them to become service dogs for Veterans, handicapped Children, and Seniors in need. We are doing this giveaway as a way of saying thank you for helping us with our worthy endeavor.

All Donations are tax deductible in accordance to the rules and regulations set forth by the Internal Revenue Service. All Donors should seek advice with their Accountant prior to filing their tax returns.

OFFICIAL RULES

THIS PROMOTION IS VALID ONLY IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND CANADA (EXCLUDING QUEBEC) AND ANY COUNTRY IN THE WORLD. VOID IN PUERTO RICO, QUEBEC & WHERE PROHIBITED BY LAW. NO PURCHASE/PAYMENT NECESSARY. A PURCHASE/PAYMENT OF ANY KIND OR ACCEPTANCE OF A PRODUCT OFFER WILL NOT IMPROVE YOUR CHANCES OF WINNING.

BY ENTERING OR OTHERWISE PARTICIPATING IN THIS PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING.

WITHOUT LIMITATION, THIS CONTRACT REQUIRES YOU TO INDEMNIFY AND RELEASE ALL CLAIMS AGAINST THE PROMOTION ENTITIES AND TO AGREE TO ARBITRATION WITH NO CLASS RELIEF AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION WITH NO CLASS RELIEF.

1. **ELIGIBILITY:** (“the Promotion” or “Promotion”) is open only to legal residents of the 50 United States, the District of Columbia or Canada and all Countries world-wide except where prohibited by law who are licensed drivers and legal age of majority in their jurisdiction of residence (19 in AL and NE, 21 in MS, and 18 in all remaining states and the District of Columbia). Employees (the “Sponsor”), and their affiliates, subsidiaries, advertising, promotion partners and internet agencies, and each of their respective officers, directors, and agents (collectively "Released Parties") and their immediate family members (spouse, parent, child, sibling, and grandparent) and/or those living in the same household of each are not eligible. Promotion is void in Puerto Rico, Quebec, and where prohibited. All federal, state, provincial and local laws and regulations apply. By participating in the Promotion, entrants agree to be bound by these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein.
2. **PROMOTION PERIOD:** The Promotion ends at 11:59:59 PM one week prior to the scheduled sweepstakes date. (the “Promotion Period”). Sponsor’s computer is the official time- keeping device for the Promotion.
3. **TWO WAYS TO ENTER:**
 - A. **AUTOMATIC ENTRY VIA AN ONLINE DONATION OR PURCHASE:** Internet access required. During the Promotion Period, eligible entrants will automatically receive one (1) entry for every \$1 spent on eligible donations and or purchases online at www.helpamericansinc.com (the “Website”). The number of entries you receive will be based on your donation or the list price of your eligible purchase (excludes discounts, sales tax, and shipping charges) and will be rounded up to the next \$1 dollar increment. If a purchase is returned prior to the drawing, entry/ies associated with that purchase will be voided. All purchases are subject to Sponsor’s return policy. Your purchase transaction must be received by 11:59:59 PM 1 week prior to the scheduled sweepstakes to be eligible to

receive entries. No limit on the number of entries received with a donation or purchase. During the Promotion Period, entrant will have the opportunity to opt-in to receive further email communications from the Sponsor. Entrants are not required to opt-in to participate in this Promotion and opting-in will not increase your chances of winning. If an Entrant chooses to opt-in, the Entrant thereby grants the Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services and products, which Entrant can unsubscribe from at any time.

BONUS ENTRY: Throughout the Promotion Period, the Sponsor may announce opportunities to earn automatic online purchase bonus entries. Example: Earn 15 bonus entries with a \$30 to \$49.99 purchase, 25 bonus entries with a \$50.00 to \$99.99 purchase and 50 bonus entries for every purchase over \$100.00. For example, a \$60 purchase during a Bonus Entry offer will earn 85 entries ($60 \div 25 = 85$). Timing for a Bonus will be determined solely by the Sponsor.

- B. **NO PURCHASE REQUIRED MAIL-IN METHOD OF ENTRY:** To receive one (1) entry without making any kind of purchase or payment, on a plain piece of 3"x5" paper, hand print your complete first and last name, street address, city, state, zip code, date of birth (mm/dd/yyyy), e-mail address plus daytime telephone number including area code. Mail your entry in a #10 business-size envelope with first-class postage to Help Americans Inc. 7400 NW 17th Street Unit 106 Plantation, Florida 33313. Your outer-mailing envelope must include a valid return address, which includes a complete first and last name. Mailed entries received without a verifiable and legible return address will be deemed incomplete and invalid. Limit one entry per outer-mailing envelope. Bulk shipments (multiple entries in one shipping package) will not be accepted. Mail-in entry, including outer-mailing envelope must be handwritten. No mechanically reproduced entries or metered mail permitted. Statements contained in mail-in entries will not be judged but must be unique. Statements must not in any way reflect negatively upon Sponsor, the Promotion or any other person or entity. **Entries that are postmarked by the promotion end date, will be eligible for the drawing.** *In the event a postmark date falls on a Sunday or federal holiday, the mail-in entry must be postmarked on the following business day. Each mail-in entry will count as one (1) entry, provided that the mail-in entry complies with the above requirements.

Mail-in entries that are not in the format specified above, that are illegible, inaccurate, incomplete, or reproduced via photocopier or otherwise will be considered null and void. Proof of submission does not constitute proof of receipt. Not responsible for lost, late, illegible, mutilated, misdirected, postage-due entries or entries not received by the deadline. All material submitted becomes property of Sponsor and will not be returned. No correspondence will be acknowledged or entered into; requests for confirmation of receipt of mail-in entries will not be acknowledged.

4. **RANDOM DRAWING:** A random drawing to select one (1) Grand Prize Winner will be conducted on the scheduled sweepstakes date from among all eligible purchase and non-

purchase mail-in entries received. The random drawing will be conducted by third party (the “Administrator”), an independent judging organization whose decisions are final. Odds of winning the prize will depend on the number of eligible donation/purchase and mail-in entries received. In the event there are not enough eligible entries received during the Promotion Entry Period to conduct the random drawing, Grand Prize will not be awarded.

- 5. WINNER NOTIFICATION:** The potential winner will be contacted by email and/or phone by the Administrator and will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form, and where lawful, a Publicity Release along with a copy of his/her valid driver’s license and will be required to complete a W-9 Tax form (U.S. only) or a WBEN form (Canada only) (collectively “Documents”). In addition Canadian residents must also correctly answer a time-limited mathematical skill-testing question (without assistance of any kind, mechanical or otherwise (see details in #11 below). All completed Documents must be returned within 3 days (including Saturdays, Sundays, and Holidays) of attempted delivery of same. Failure to return required Documents or respond to a notification within the time specified or return of any prize/prize notification as undeliverable will result in disqualification without further notice and an alternate winner will be selected. In the event a potential winner is deemed ineligible, fails to comply with the Official Rules or is unable to claim the prize as specified, the potential winner will be disqualified, and an alternate winner will be selected. Prize award is contingent on eligibility verification and potential winner completing and returning all required Documents. Only three (3) random drawings to select an alternate winner (if necessary) will be conducted, after which the applicable prize will remain unawarded.

SCAM ALERT - Protect yourself from scams. If you are selected as a potential winner in one of our Promotions, our Administrator, will contact you via the phone number and/or the email address you provided on your order/mail-in entry form. You will **NEVER** be asked to provide a credit card, bank information or a payment of any kind as a condition of a prize award. Those are sure signs of Promotion scams. We do **NOT** use social media to contact winner of the Promotion. Prize winnings must be reported to the IRS when filing your tax returns, and any federal or state income taxes would need to be paid by you directly to the IRS. For more information, visit <https://www.consumer.ftc.gov/articles/fake-prize-sweepstakes-and-lottery-scams>.

- 6. PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”), PRIZE VALUE STATED IN U.S. DOLLARS (USD):** One (1) Grand Prize – a customized pre-owned car, valued up to \$100,000. Total prize value up to \$100,000. Prize consists of only the item(s) specifically listed as part of the Prize. In no event will more than the stated number of prizes be awarded. Winner will be solely responsible for any applicable federal, state, and local taxes and any other expenses related to the acceptance and use of the Prize not specified herein. The value of the Prize if won is taxable as income and U.S. winner will receive an IRS form 1099 for the total value of the Prize selected as stated herein.

Additional disclosures for the Prize: Winner will be solely responsible for any applicable

licensing, insurance, title and registration fees and any other expenses not specified herein, including but not limited to costs incurred by winner related to the acceptance, pickup/transport or use of the Prize. **Winner must agree to pick up the Prize at a Sponsor-specified location within thirty (30) days of notification of availability from the Sponsor; failure to take delivery within 30 days of availability could cause the Prize to be forfeited and awarded to an alternate. Winner must have a valid driver's license which permits operation of the prize vehicle in the winner's state/province of residence and evidence of legally required insurance prior to taking delivery.** In the event winner is unable to take delivery of the Prize, winner will be disqualified, and an alternate winner may be selected. Sponsor reserves the right to provide a prize of equal or greater value (where lawful), at its sole discretion. No substitutions or transfer of prize by winner permitted. Grand Prize winner bears all risk of loss, damage or theft to their prize after obtaining ownership and Sponsor will not replace it.

All details and restrictions of the prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion).

The Prize will be awarded "AS IS" without warranty by Sponsor of any kind. Winner acknowledges that Sponsor has not made nor is in any manner responsible for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any component of the Prize offered in this Promotion, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Prize vehicle may not meet safety or emissions testing required in some states/provinces, and/or counties/municipalities/towns. Winner is responsible to check their state/province/county for applicable emissions requirements and safety inspection requirements prior to accepting the Prize and must use the Prize in accordance with those regulations.

7. **RELEASE:** Entrants/winner agree to release, discharge and hold harmless Released Parties, YouTube, and their respective successors and assigns from and against any claim or cause of action or liability (including but not limited to, personal injury, death or damage to or loss of property) arising out of participation in the Promotion or acceptance/receipt/travel to and/or from prize pick up location/use or misuse of the prize, or the use of any Promotion-related photo/video/entry, and agree to be bound by the Official Rules and the decisions of the Sponsor and/or Sponsor's representatives, which are final. Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winner's name and/or likeness for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Promotion or in the announcement of the prize.

By accepting a prize, winner understands and agrees that he/she may be videotaped, recorded and/or photographed as part of a prize award ceremony. Rights to any prize ceremony video, audio and/or photo belong solely to the Sponsor and can be used in any media throughout the

world in perpetuity and in any manner at Sponsor's sole discretion, without further review, notice, approval, consideration or compensation to the winner or any third party.

8. **NOTICE:** ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Released Parties are not responsible for faulty, incorrect, undeliverable or mistranscribed phone/e-mail/internet transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Promotion. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the Promotion if for any reason, the Promotion is undermined by any event beyond the Sponsor's control, including but not limited to fire, flood, epidemic/pandemic, labor dispute or strike, act of God or public enemy, or any force majeure event or if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/its agencies, in their sole discretion. In the event of termination, a notice will be posted online and a drawing to award the Grand Prize will be conducted from among all eligible entries received prior to termination. The failure of the Released Parties to comply with any provision of these Official Rules due to an act of God, epidemic/pandemic, act of public enemies or any act outside of the Sponsor's control/force majeure event, will not be considered a breach of these Official Rules. In the event a dispute arises regarding the identity of the entrant, entry will be deemed made by the person whose name appears on the online order form or mail-in entry. Any damage made to the Website by an entrant will be the responsibility of the entrant and/or the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

PLEASE READ: IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION. These official rules contain terms that govern how claims relating to this Promotion will be resolved. For example, they include an arbitration agreement and waiver of a class action that require submitting Promotion-related claims to an arbitrator (instead of going to court before a judge or jury). They also limit the ability to bring claims on behalf of other persons (that is, it prohibit bringing any class action or collective or representative proceeding). The official rules also limit the type

of damages that can be recovered. Please read these terms carefully as they impact your legal rights and, by participating in the Promotion, you are agreeing to the terms.

9. **CHOICE OF LAW/JURISDICTION AND DISPUTE RESOLUTION:** This Promotion is offered only in the 50 United States, the District of Columbia and Canada (excluding Quebec) and all Countries throughout the world and is governed by the laws of the State of Florida. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that or any other provision. By entering, entrants irrevocably consent to the dispute resolutions stated below as well as to the sole and exclusive jurisdiction of the courts of the State of Florida for any action, suit or proceeding arising out of or relating to this Promotion. Entrant agrees that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, you will send a written notice to the Sponsor ("Demand"). Entrant agrees that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before Entrant accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy. Entrant must send the Demand to the following address (the "Notice Address"): **Help Americans Inc. 7400 NW 17th Street Unit 106 Plantation, Florida 33313**, Attention; Legal Department. Entrant agrees that Entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after Entrant sends a Demand. If the disagreement stated in the Demand is not resolved to Entrant's satisfaction within 10 business days after it is received, and Entrant intends on taking legal action, Entrant agrees that it will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of Entrant, Administrator, and Sponsor to litigate claims in court and Entrant, Administrator and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. Entrant agrees that it will not file any lawsuit against Administrator or Sponsor in any state or federal court. Entrant agrees that if it does sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, Entrant must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, Entrant must provide proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, Entrant may file its case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. Entrant agrees that the Arbitrator will have sole and exclusive jurisdiction over any dispute it has with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be in Broward County Florida. Entrant agrees that it will not file a class action or collective action against Administrator or Sponsor, and that Entrant will not participate in a class action or collective action against them. Entrant agrees that it will not join its claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without

prejudice and may be refiled in a court. Under no circumstances does entrant, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with Entrant to arbitration before the Arbitrator. 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's in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules (whether of the State of Florida or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Florida. This arbitration provision shall survive conclusion, modification or termination of the Promotion and suspension, revocation, closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion.

10. **PRIVACY:** Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Promotion for the purposes of administering the Promotion and prize fulfillment. By participating in this Promotion, entrants consent to the collection, use, and disclosure of your personal information.

11. **ADDITIONAL RULES RELATED TO RESIDENTS OF CANADA:** Potential Canadian Winners will be required to correctly answer a time limited mathematical skill testing question administered by mail or telephone prior to award of any prize.

12. **WINNERS LIST:** The name of the Prize Winner will be posted on www.helpamericansinc.com on or about one week after the Grand prize winner has been verified.

Manufacturer of the Prize offered is not a Sponsor or participant in this Promotion and no association or endorsement is implied.

This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, Twitter or YouTube.

The influencers assisting Help Americans Inc. are independent contractors and are not liable for any advertisements made on behalf of our charity.

Help Americans Inc is an IRS approved 501C3 nonprofit organization registered in the State of Florida. The proceeds from all donations and purchase will help us build an all-inclusive housing community for homeless and disabled Veterans. There will be a section in the housing community called Puppie Paradise where we rescue dogs and shelters and teach them to become service dogs for Veterans, handicapped Children, and Seniors in need. We are doing this giveaway as a way of saying thank you for helping us with our worthy endeavor.

All Donations are tax deductible in accordance to the rules and regulations set forth by the Internal Revenue Service. All Donors should seek advice with their Accountant prior to filing their tax returns.