

TERMS AND CONDITIONS GUTHRIE RACING TERMS OF SERUICE

OVERVIEW

This website is operated by Guthrie Racing. Throughout the site, the terms "we," "us," and "our" refer to Guthrie Racing.

Guthrie Racing offers this website, including all information, tools, and services available from this site to you, the user, conditioned upon your acceptance of all terms, conditions, policies, and notices stated here.

By visiting our site and/or purchasing something from us, you engage in our "Service" and agree to be bound by the following terms and conditions ("Terms of Service," "Terms"), including additional terms and conditions and policies referenced herein and/or available by hyperlink.

These Terms apply to all users of the site, including without limitation users who are browsers, vendors, customers, merchants, and/or contributors of content.

If you do not agree to these Terms, please do not use our Services.

SECTION 1 - ONLINE STORE TERMS

By agreeing to these Terms, you represent that you are at least the age of majority in your state or province of residence, or that you are the age of majority and have given consent for any of your minor dependents to use this site.

You may not use our products for any illegal or unauthorized purpose, nor may you violate any laws in your jurisdiction (including but not limited to copyright laws).

A breach or violation of any Terms may result in an immediate termination of your Services.

SECTION 2 - GENERAL CONDITIONS

- We reserve the right to refuse service to anyone for any reason at any time.
- Your content (excluding credit card details) may be transferred unencrypted across various networks. Credit card details are always encrypted.
- You agree not to reproduce, duplicate, copy, sell, resell, or exploit any portion of the Service without our express written permission.

SECTION 3 - ACCURACY, COMPLETENESS & TIMELINESS

We are not responsible if information available on this site is not accurate, complete, or current. Any reliance on material here is at your own risk. We reserve the right to modify site contents at any time but have no obligation to update information.

SECTION 4 - MODIFICATIONS TO SERVICE & PRICES

- Prices for products are subject to change without notice.
- We may modify or discontinue the Service (or any part) at any time without notice.
- We are not liable to you or any third-party for such modifications.

SECTION 5 - PRODUCTS & SERVICES

- Certain products or Services may be available exclusively online.
- Products may have limited quantities and are subject to return or exchange only per our <u>Return Policy</u>.
- We make every effort to display product colors and images accurately but cannot guarantee monitor accuracy.
- We reserve the right to limit product sales by person, region, or jurisdiction.
- Product descriptions and pricing may change at any time without notice.

SECTION 6 - BILLING & ACCOUNT INFORMATION

- We reserve the right to refuse any order you place.
- We may limit or cancel orders placed under the same customer account, payment method, or billing/shipping address.
- You agree to provide current and accurate purchase and account information.

SECTION 7 - OPTIONAL TOOLS

We may provide access to third-party tools, which are provided "as is" without warranties. Your use of these tools is at your own risk.

SECTION 8 - THIRD-PARTY LINKS

Certain products, services, or links may direct you to third-party websites. We are not responsible for third-party content, policies, or transactions.

SECTION 9 - USER COMMENTS & FEEDBACK

By submitting comments, suggestions, or contest entries, you grant Guthrie Racing the right to use, edit, and publish them without restriction.

SECTION 10 - PERSONAL INFORMATION

Your submission of personal information through the store is governed by our Privacy Policy

SECTION 11 - ERRORS & OMISSIONS

Occasionally, site information may contain errors, inaccuracies, or omissions related to product descriptions, pricing, promotions, and availability. We reserve the right to correct these without notice.

SECTION 12 - PROHIBITED USES

You may not use the site for:

- Unlawful purposes
- Soliciting unlawful acts
- Violating IP rights
- Harassing, defaming, or discriminating
- Submitting false/misleading information
- Uploading viruses or malicious code
- Collecting personal data without consent
- Spamming, phishing, scraping, or obscene/immoral activity

Violation may result in termination of Services.

SECTION 13 - DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

- We do not guarantee uninterrupted, error-free, or secure use of the Service.
- The Service and products are provided "as is" without warranties of any kind.
- We are not liable for indirect, incidental, or consequential damages.
- Some jurisdictions do not allow these limitations, so they may not apply to you.

SECTION 14 - INDEMNIFICATION

You agree to indemnify and hold Guthrie Racing harmless from claims or demands made by third parties due to your breach of these Terms or violation of laws/rights of others.

SECTION 15 - SEVERABILITY

If any provision of these Terms is unlawful or unenforceable, the remainder will remain valid and enforceable.

SECTION 16 - TERMINATION

These Terms are effective unless and until terminated by either you or us.

SECTION 17 – GIVEAWAYS, SWEEPSTAKES & PROMOTIONS

From time to time, Guthrie Racing ("Sponsor") may run giveaways, sweepstakes, or promotions (each, a "Promotion"). By participating, you agree to these Terms and the specific rules posted or referenced for a given Promotion. If a conflict exists, the specific Promotion rules control.

Eligibility

Promotions are open to legal residents of the United States (and D.C.), 18 years or older (or age of majority in their state), unless otherwise stated. Void where prohibited. Employees, contractors, and immediate household members of Sponsor and its affiliates are not eligible.

HOW TO ENTER

Purchase Method:

Each eligible product purchase (e.g., Guthrie Racing hats, t-shirts, or other merchandise as stated in the promotion materials) will provide entries into the giveaway. The number of entries per product purchased will be specified in the promotion materials. Purchasing multiple products will result in multiple entries.

No Purchase Necessary (Free Entry):

To enter without making a purchase, send an email to mitch@guthrie-racing.com with the subject line "Free Entry" and include your full name, phone number, and mailing address.

- Limit: One (1) free entry per person for the entire promotion period.
- Free entries carry the same odds of winning as purchase entries; however, making purchases can increase the total number of entries you receive.

Winner Selection & Odds

 Winners are selected at random from all eligible entries received by the deadline stated in the Promotion materials. Odds depend on the number of eligible entries received.

Notification & Verification

Potential winners will be notified using the contact details provided (email/phone/address). If a potential winner does not respond within the time specified in the notice, is ineligible, or fails to complete required documents (e.g., eligibility affidavit, liability/publicity release) within the stated time, an alternate winner may be selected. Winners are responsible for any taxes or fees associated with the prize.

Prize Details

Prizes, approximate retail values (ARV), delivery timing, and any restrictions will be stated in the Promotion materials. No substitution or transfer of prize is permitted except by Sponsor, who may substitute a prize of equal or greater value if advertised prize becomes unavailable.

Publicity

Except where prohibited, participation constitutes permission for Sponsor to use winner's name, likeness, city/state, and submitted content for advertising and promotional purposes in any media, without further compensation or notice.

Conduct

Sponsor reserves the right to disqualify any entrant who tampers with the entry process or violates these Terms/Promotion rules, and to cancel, modify, or suspend a Promotion if fraud, technical failures, or any factor impairs the integrity of the Promotion.

Privacy

Information submitted in connection with a Promotion is governed by our <u>Privacy Policy</u> Entry data (including free-entry emails) may be used to contact entrants regarding administration of the Promotion.