

TNTFireworks.com



SEE OFFICIAL RULES FOR DETAILS: For Illustration Only. Vehicle offered as prize will differ.

WIN!
A TRUCK
REGISTER HERE!

Don't miss out. Fill out an entry form at this fireworks location to be eligible to win!

OFFICIAL RULES

American Promotional Events 2011 Truck Giveaway Promotion

- 1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.**
- 2. No Affiliation with Any Vehicle Manufacturer:** The Promotion is not sponsored by, approved by, or affiliated with any vehicle manufacturer, or its parent, subsidiaries, or affiliates.
- 3. Eligibility:** The Promotion is open only to legal residents of one of the fifty United States or the District of Columbia who are 18 years of age or older as of June 15, 2011 and who have a valid driver's license issued by a state government or the District of Columbia. Directors, officers, employees and agents of American Promotional Events, Inc. ("Sponsor"), the parent, subsidiaries and affiliates of Sponsor, the operators of any participating fireworks stand, any marketing company or vehicle dealership involved in the promotion, as well as family (defined as spouse, children, parents and siblings) and household members of same, are ineligible to participate in the Promotion and are ineligible for the prize. Sponsor reserves the right to determine a contestant's eligibility based on these criteria. By participating, contestants fully and unconditionally agree to and accept these Official Rules and the decisions of Sponsor, which are final.
- 4. How to Enter:** To enter, you must visit any participating TNT®, Freedom® or Red Devil® fireworks stand during business hours and personally complete an official entry form. Entry forms must be fully completed in a legible manner. The Promotion begins on June 15, 2011. All entries must be submitted by the close of business on July 5, 2011. Only one (1) entry per eligible person over the duration of the Promotion. Entry forms are subject to availability and quantities may be limited. Entries become the property of Sponsor and will not be acknowledged or returned.
- 5. Use of Information for Marketing Purposes:** By supplying your address on the entry form, you agree that Sponsor and its parent, subsidiaries and affiliates may contact you by U.S. Mail regarding Sponsor's products. By checking a box on the entry form, you may consent to receive promotional emails from Sponsor and its parent, subsidiaries and affiliates. If you wish to be removed from such mailings, please contact Sponsor at the address listed in paragraph 16.
- 6. Selection and Requirements of Potential Winner:** The potential winner will be selected by random drawing from among all eligible entries received, to occur on or before September 30, 2011. Contestants need not be present at the time of the drawing to win. Potential winner will be required to complete and return a declaration of eligibility and liability/publicity release within ten (10) days of notification. Potential winner will forfeit the prize, and an alternate potential winner will be selected in his/her place if Sponsor is unable to contact potential winner within ten (10) days of the first attempt to contact him/her, or if potential winner fails to complete and return the declaration/release within the required time period. Sponsor reserves the right to disqualify any contestant who does not meet the eligibility requirements and to re-award the prize to an eligible contestant. Odds of winning depend on the total number of eligible entries.
- 7. The Prize:** There is one (1) prize. Winner will receive a new 2011 four door, two wheel drive pickup truck, with a retail value (based on Manufacturer's Suggested Retail Price) of approximately \$28,000. Winner will not be entitled to choose the make, model, color or select optional items, but Sponsor in its sole discretion may offer options to winner. Prize will be delivered to winner at the location of a participating dealership, which may be a substantial distance from winner's residence. Winner will pay for all applicable license and title fees, and sales tax. Winner also will pay any and all costs associated with the retrieval of the prize, as well as any other expenses associated with prize receipt and use. Winner must complete any paperwork supplied by dealer to dealer's satisfaction before taking possession of the prize. Winner must take title in winner's name. Winner must obtain any and all necessary insurance coverage before taking possession of the prize. Winner must take possession of the prize within the time specified by Sponsor.
- 8. Vehicle Offered as Prize Will Vary:** Any vehicle depicted in promotional materials, and any vehicle publicly displayed in connection with the Promotion, may differ substantially from the vehicle offered as the prize; for example, the offered vehicle will not have custom paint or feature TNT® trademarks.
- 9. Alternative Cash Prize:** Instead of the pickup truck, winner may elect to receive a prize of \$15,000 cash, which will be paid by check made payable to winner. To receive the alternative cash prize, winner must promptly inform Sponsor that winner has chosen the cash prize instead of the pickup truck.
- 10. Winner Liability for Taxes:** Winner will be responsible for any and all federal, state and local taxes, associated with the receipt of the prize, and will have to supply a valid social security number for tax reporting purposes.
- 11. Publicity:** Prize receipt constitutes winner's consent for Sponsor and Sponsor's designees to use entrant's name, likeness, voice and statements for promotional purposes in any media, worldwide, without further payment or consideration, except where prohibited.
- 12. General Conditions:** In the event that the operation, security or administration of the Promotion is impaired in any way for any reason, Sponsor may, in its sole discretion, suspend, modify and/or cancel the Promotion. Sponsor reserves the right in its sole discretion to disqualify any person it finds to have tampered with the entry process or to have acted in violation of these Official Rules or in a disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. In the event that an entry is confirmed to have been erroneously lost or destroyed, entrant's sole remedy shall be another entry into the Promotion. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be stricken and the remaining provisions shall be enforced.
- 13. Sponsor and Others Released from All Liability:** Except as prohibited by law, by participating in the Promotion, contestants agree to release and hold harmless the Sponsor, the parent, subsidiaries and affiliates of Sponsor, any marketing company or vehicle dealership involved in the Promotion, the operators of any participating fireworks stand, and each of their respective directors, officers, employees and agents (collectively, the "Released Parties"), from and against any claim or cause of action arising out of participation in the Promotion or the receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors; (c) printing or typographical errors; (d) errors in the administration of the Promotion; (e) late, lost or undeliverable mail; and (f) loss, injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Promotion or the receipt or use of the prize. Contestants waive the right to claim any damages whatsoever, including but not limited to punitive, consequential, direct or indirect damages.
- 14. Limited Availability of Fireworks:** Fireworks are subject to state and local laws that vary from jurisdiction to jurisdiction. In some jurisdictions, fireworks may not be purchased or used. Check your laws and ordinances for details.
- 15. Disputes:** Contestants agree that any dispute arising out of the Promotion shall be resolved by an appropriate court located in the State of California. The laws of the State of California, without regard to any conflict of law rules, shall apply. Except where prohibited, contestants agree that any and all disputes, claims and causes of action arising out of the Promotion or any prize awarded shall be resolved individually, without resort to any form of class action.
- 16. Identification of Prize Winner:** For the name of the winner, send a self-addressed stamped envelope, postmarked by December 31, 2011, to: American Promotional Events, Inc., attention Truck Giveaway Promotion, 555 North Gilbert Street, Fullerton, CA 92833.
- 17. Display of Official Rules:** These Official Rules are displayed at www.tntfireworks.com.
- 18. Promotion void where and to the extent prohibited by law.**
- 19. Sponsor:** American Promotional Events, Inc., 555 North Gilbert Street, Fullerton, CA 92833.

**ENTER AT ANY
PARTICIPATING LOCATION**

**BEFORE JULY 5TH
NO PURCHASE NECESSARY**

