



SmartSky "Fast Track to Connection" Sweepstakes

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF MONEY IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKE. A PURCHASE OR PAYMENT OF MONEY WILL NOT IMPROVE THE CHANCES OF WINNING.

The SmartSky Networks "Fast Track to Connection" Sweepstakes (the "Sweepstakes") is intended for legal United States residents only and shall only be construed and evaluated according to U.S. law. Do not enter this Sweepstakes if you are not located in the U.S. at the time of entry.

SPONSOR/ADMINISTRATOR: The Sweepstakes is sponsored and administered by SmartSky Networks, LLC, 430 Davis Dr #350, Morrisville, NC 27560 (the "Sponsor").



ELIGIBILITY: The Sweepstakes is open to legal U.S. residents residing in the fifty (50) United States (including the District of Columbia) who are at least twenty-one (21) years of age or the age at the time of entry (the "Entrants"). Employees, officers and representatives of the Sponsor, the Administrator and its affiliates, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and each of their respective officers, shareholders, directors, agents, members, successors, assigns, and employees, and members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above (collectively, the "Released Parties") are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **[Void in Puerto Rico, U.S. territories, and where prohibited or restricted by law.](#)** (For the avoidance of doubt, any references in these Rules to Entrants shall also include the Entrants who are deemed a Winner (as defined below)).

AGREEMENT TO OFFICIAL RULES: By participating, Entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which are final and binding in all matters relating to the Sweepstakes. Winning a Prize (as defined below) is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: The Sweepstakes begins at 12:00:01 a.m. Eastern Time ("ET") on May 23, 2022 and ends at 11:59:59 p.m. ET on July 5, 2022 ("Sweepstakes Period"). The Sponsor's database computer is the official time-keeping device for the Sweepstakes. Eligible Entrants can enter the Sweepstakes by visiting the Sponsor's website, www.smartskynetnetworks.com/fast-track/ ("Website"), and following the links and instructions to complete the online registration form. The online registration form will request an Entrant's full name, email address, and state of residence (state – optional field). Each completed online registration received during the Sweepstakes Period will account for one (1) valid Sweepstakes entry. **Limit one (1) registration entry per Entrant.** To be valid, each entry must provide all requested information. Proof of entry information at the Website is not considered proof of delivery to or receipt by Sponsor of an entry. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, but not limited to, commercial Sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of automated entry devices is prohibited and no mechanically reproduced entries are allowed; all such entries are void.

The Released Parties are not responsible for late, incomplete, delayed, undelivered, or misdirected entries. All entries become the exclusive property of Sponsor and will not be acknowledged or returned

except as provided herein. By participating, you consent to Sponsor's and its agents' use of your personal information for the administration of this Sweepstakes, or in any other manner consistent with Sponsor's Privacy Policy, available at <https://smartsdynetworks.com/legal/>.



GENERAL CONDITIONS: If for any reason the operation or administration of this Sweepstakes is impaired or incapable of running as planned for any reason, including but not limited to (i) infection by computer virus, bugs, (ii) tampering, unauthorized intervention, (iii) fraud, (iv) technical failures, or (v) any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or Sponsor's Website; or acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address associated with the registration in question. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Sweepstakes, Entrants agree to release and hold harmless the Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (i) any technical errors that may prevent an Entrant from submitting an entry; (ii) unauthorized human intervention in the Sweepstakes; (iii) printing errors; (iv) errors in the administration of the Sweepstakes or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes



or receipt of any Prize. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Entrant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes, and in no event shall the Released Parties be liable for attorney fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

DRAWING AND NOTIFICATION: The potential Grand Prize Winner will be selected in a random drawing conducted by the Administrator. The Grand Prize drawing will be conducted on or about July 5, 2022. The odds of winning the Grand Prize will depend on the total number of eligible entries throughout the Sweepstakes Period. The potential Grand Prize Winner will be contacted by the Administrator or Sponsor via phone, email and/or USPS mail.

PRIZES: There will be **one (1) Grand Prize** awarded. The Grand Prize Winner ("Grand Prize Winner" or "Winner"), upon the Administrator's verification of eligibility, will receive an HMS + SmartsSky VIP Race Day Experience. The Grand Prize Winner will attend the Charlotte Race on October 9, 2022. The prize package includes:

- Standard hotel accommodations (double occupancy) for (2) nights in Charlotte, North Carolina (up to \$600);
- Two Suite tickets and VIP Infield credentials to the October race in Charlotte
- Accommodations & Travel
- VIP Tour of Hendrick Motorsports
- SmartSky Swag
- Food allowance \$300 cash to use towards a food allowance

The Approximate Retail Value ("ARV") of the Grand Prize package is \$2,100, which will vary depending upon points of departure and destination and seasonal fluctuation of hotel rates and airfares. All other expenses not specifically mentioned herein, including but not limited to, airport taxes and fees, baggage fees, ground transportation not specifically delineated, food, beverages, additional hotel amenities or

fees and gratuities, are the responsibility of the Winner and/or traveling companion. The Released Parties are not responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by the air transportation carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by the same. The Released Parties shall not be liable for any loss or damage to baggage and/or personal property. Travel, hotel and other accommodations are subject to availability. The Grand Prize Winner and their traveling companion must travel on the same itinerary. The trip must be fully executed during the dates listed above. If the Grand Prize Winner is unable to travel during the aforementioned dates, the Grand Prize will be forfeited and an alternate Winner will be selected. All travel dates are subject to change in the Sponsor's sole discretion. Certain blackout dates and material restrictions may apply.



PRIZE CONDITIONS: By accepting a Prize, the Winners agree to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of the Prize. The potential Grand Prize Winner will be notified by home-delivered mail, phone, or email, and must sign and return to the Administrator, within seven (7) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility, Liability & Publicity Release in order to claim his/her Prize. Any person that accompanies the Grand Prize Winner must complete a Travel Companion waiver in the same time period. **Note: The Affidavit sent to the potential Grand Prize Winner will require that the Winner provide their Social Security Number to the Administrator, which will be used solely for tax reporting purposes.** The Winners will be responsible for all local, state, and federal taxes associated with the receipt of their Prize. The Grand Prize Winner must note that the value of the accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize. The Winners are solely responsible for all matters relating to their Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner if a potential Winner cannot be reached within three (3) business days from the first notification attempt, or if a potential Grand Prize Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at Sponsor's sole discretion, an alternate Winner may be selected.

By accepting a Prize, where permitted by law, the Winners grant to the Released Parties and those acting pursuant to the authority of Sponsor and the Released Parties, the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, pictures, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO



EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKE OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE(S). By participating, Entrants release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). The Winners also acknowledge that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to their Prize(s).

DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of Entrants, Administrator, and Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's or jurisdiction's laws. By participating in the Sweepstakes, Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, shall be resolved individually without resort to any form of class action; (ii) any judicial proceeding shall take place in a federal or state court within the State of North Carolina; (iii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event will attorney fees be awarded or recoverable; (iv) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to seek, punitive, incidental, exemplary, consequential, special damages, lost profits, other damages, and/or any rights to have damages multiplied or otherwise increased; and (v) Entrant's remedies are limited to a claim for money damages (if any) and he/she waives any right to seek injunctive or equitable relief.

SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Sweepstakes and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by both Sponsor and Administrator. The waiver by Sponsor or Administrator of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by Entrant, whether by operation of law or otherwise, without the prior written consent of Sponsor, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of Sponsor, Administrator, and Entrant.



WINNERS LIST REQUEST: To request confirmation of the name, city and state of residence of each Prize Winner, please send a self-addressed, stamped business-size envelope, by July 19, 2022 to: BS+Co. 9 Market Square, Knoxville, TN. 37902

This Sweepstakes is not in any manner sponsored, endorsed, administered by, or associated with Facebook, Instagram, Twitter, YouTube or Pinterest.



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