

**OAS, LLC (tacotunes.com)**

**McFly Truck Giveaway # 2 – (Sweepstakes) aka MTG2**

NO 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), 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY. VOID IN PUERTO RICO, QUEBEC, AND WHERE PROHIBITED BY LAW.

**PROMOTION PERIOD:**

The McFly Truck Giveaway # 2 (the "Sweepstakes") begins at 12:01:00 a.m. Central Time ("CT") on April 1, 2023 and ends at 11:59:59 p.m. CT on October 31, 2023 (the "Promotion Period").

**ELIGIBILITY:**

Open to permanent legal residents of the 50 United States, District of Columbia and Canada (excluding Quebec), 18 years of age or older at time of entry who have a valid driver's license. Void in Puerto Rico, Quebec, U.S. Territories and where prohibited or restricted by law. Previous winner(s) of McFly Truck Giveaway vehicles are not eligible to win. Employees, board members, advisory committee members, directors, officers, or agents of OAS, LLC (tacotunes.com), their affiliates, subsidiaries, advertising and promotion agencies, or any other suppliers 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 purchase. Eligible individuals who make an online purchase on website at <https://tacotunes.com>, during the promotion period, will automatically receive one (1) Sweepstakes entry for each \$1.00 spent on an eligible purchase (example: purchase \$100 of product from <https://tacotunes.com> and receive 100 entries into the Sweepstakes). No limit on number of entries received with a purchase on <https://tacotunes.com>. Purchase transaction must be received within "PROMOTION PERIOD" to be eligible to receive entries. The number of entries you receive will be based on the list price of your eligible purchase and will be rounded UP to the nearest dollar. If a purchase is returned prior to the drawing, entries associated with that purchase will be voided.

All purchases are subject to OAS, LLC terms and conditions.

2) To enter without a purchase via mail-in, hand write the following on the front of a 3"x5" index card:

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:

OAS, LLC (tacotunes.com)

ATTN: MTG2

11844 Bandera Road # 191

Helotes TX 78023

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Each envelope must be mailed individually – the return address and OAS, LLC mailing address must be handwritten in blue ink. All mail-in entries must include 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 by October 23, 2023, and received by October 31, 2023.

Mail-in entries received that follow the instructions noted above will earn five (5) entries 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. Photocopies, facsimiles or reproductions of mail-in entries will NOT be accepted. OAS, LLC (tacotunes.com) 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. Each envelope must have first class stamp. 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 OAS, LLC (tacotunes.com) products and promotions. Use of computer programs and/or other automated devices to enter sweepstakes is prohibited.

### ENTRY BOOSTER:

To receive additional entries during an “Entry Booster” offer without making a purchase, follow the instructions for mail-in entries above, and hand write the words “ENTRY BOOSTER” in the bottom right-hand corner of the envelope. Your mail-in entry must have a postmark that corresponds to the date of an Entry Booster offering and must be received within 5 days of the offer’s deadline.

If an Entry Booster offer ends on a Sunday or federal holiday, the mail-in entry must be postmarked on the following business day and received within 5 days of the offer deadline. Each mail-in entry received that complies with all the above requirements will receive the applicable number of entries for the respective booster multiplier that is offered:

Entry Boosters will be factored as follows:

5X entries (\$1 = 5 entries)

10X entries (\$1 = 10 entries)

15X entries (\$1 = 15 entries)

25X entries (\$1 = 25 entries)

Date ranges for Entry Booster offer(s) will be determined solely by the OAS, LLC (tacotunes.com) and will be announced by OAS, LLC at <https://tacotunes.com>

NOTE: Paid Entry Boosters will only be applied to “Merch” (t-shirts, hats, mugs etc). All other products are factored at \$1 = 1 Entry.

### Drawing Date & Location:

A live random drawing for the Grand Prize will be conducted on or about November 11, 2023 at

Red McCombs Toyota

13526 W Interstate 10 Frontage Rd,

San Antonio, TX 78249

The winner will be announced at Red McCombs Toyota on or about Monday, November 11, 2023 (Time TBA).

Red McCombs will be hosting the giveaway. Please note that Red McCombs, its' employees, and or representatives are NOT involved in the McFly Giveaway. Their only involvement is to provide a venue for the McFly winner announcement.

The 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 \$20,000. • Grand Prize: a customized pre-owned car, approximate retail value ("ARV") \$20,000.

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 Red McCombs Toyota no more than 30 days after the Winner has been confirmed (unless otherwise communicated). OAS, LLC (tacotunes.com) will assist/provide temporary documents for Winner to get vehicle to final destination. The winner is responsible for all costs and fees associated with picking up the 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). The "MTG2" grand prize is a nearly 40-year-old Truck. OAS, LLC highly recommends the winner hire a professional mechanic to inspect the Truck, before driving on public roadways. Toyota Pickup Truck may vary slightly.

Failure to take delivery within 30 days of availability could cause the prize to be forfeited and awarded to an alternate. No substitution or transfer of prize permitted except at the sole discretion of the OAS, LLC (tacotunes.com). Prize Winner is responsible for the payment of taxes on their prize and for any other costs and expenses associated with the acceptance and use of the prize. OAS, LLC 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, on or about November 11, 2023. 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 /Publicity 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, OAS, LLC (tacotunes.com) 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 OAS, LLC (tacotunes.com) 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 OAS, LLC (tacotunes.com)'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 OAS, LLC (tacotunes.com) and will not be acknowledged or returned. By

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participating in this promotion, entrants agree to be bound by these Official Rules and the decisions of the OAS, LLC (tacotunes.com), which are final and binding. Any questions, comments or complaints regarding the promotion are to be directed to the OAS, LLC (tacotunes.com) 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 <http://www.tacotunes.com/scammer-alert> and/or <https://www.consumer.ftc.gov/articles/fakeprize-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 OAS, LLC (tacotunes.com) 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, OAS, LLC (tacotunes.com) 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 <https://tacotunes.com>. Any attempt to deliberately damage the content or operation of this Sweepstakes is unlawful and subject to legal action by the OAS, LLC (tacotunes.com) 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 OAS, LLC (tacotunes.com).

**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 OAS, LLC (tacotunes.com) 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 OAS, LLC (tacotunes.com) arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the OAS, LLC (tacotunes.com) and/or Privacy Policy, you will send a written notice to the OAS, LLC (tacotunes.com) ("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 OAS, LLC (tacotunes.com) Privacy Policy. Entrant must send the Demand to the following address (the "Notice Address"): OAS, LLC 11844 Bandera Road #191 Helotes TX, 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, OAS, LLC (tacotunes.com) to litigate claims in court and Entrant, OAS, LLC (tacotunes.com) 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 OAS, LLC (tacotunes.com) in any state or federal court. Entrant agrees that if it does sue in state or federal court, and OAS, LLC (tacotunes.com) brings a successful motion to compel arbitration, Entrant must pay all fees and costs incurred by OAS, LLC (tacotunes.com) 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 OAS, LLC (tacotunes.com). 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 San Antonio, TX. Entrant agrees that it will not file a class action or collective action against OAS, LLC (tacotunes.com), 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 OAS, LLC (tacotunes.com)'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, or OAS, LLC (tacotunes.com) agree to class or collective procedures in arbitration or the joinder of claims in arbitration. OAS, LLC (tacotunes.com) agrees 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 OAS, LLC (tacotunes.com)'s connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Texas. 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://tacotunes.com> all winners have been confirmed and verified.

OAS, LLC

11844 Bandera Road # 191,

Helotes TX 78023.

Car manufacturer is not a sponsor, participant or involved in this sweepstakes.