

## **“Flagship Opco” Sweepstakes**

### **OFFICIAL RULES**

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

The “Flagship Opco” Sweepstakes (the “Sweepstakes”) is intended for legal residents of Maryland, Virginia, or Washington DC (“Eligible States”) and shall only be construed and evaluated according to applicable USA law and applicable state law. Do not enter this Sweepstakes if you do not have primary residence in an Eligible State or are otherwise ineligible to enter in accordance with these Official Rules at the time of entry.

**SPONSOR/ADMINISTRATOR:** The Sweepstakes is sponsored by Flagship Opco, LLC 950 Herndon Pkwy, Suite 400, Herndon, VA 20170 (the “Sponsor”) and administered by American Sweepstakes & Promotion Co., Inc., 300 State St., Suite 402, Rochester, NY 14614 (the “Administrator”).

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the Eligible States who are at least eighteen (18) years of age at the time of entry (the “Entrants”). The Sponsor, the Administrator, their respective parent companies, employees, officers, directors, subsidiaries, affiliates, distributors, sales representatives and advertising and promotional agencies, and the officers, directors, agents, and employees of each of the foregoing (collectively, the “Released Parties”), 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 are NOT eligible to participate in this Sweepstakes. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. **Void 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 the Winners (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. EDT on June 1, 2024 and ends at 11:59:59 p.m. EDT on May 31, 2025 (“Sweepstakes Period”). The Sponsor’s database computer is the official time-keeping device for the Sweepstakes.

The Sweepstakes Period will be divided into the twelve (12) following entry periods (“Entry Period”):

Entry Periods	Start Dates 12:00am EST	End Dates 11:59pm EST	Postmarked Mail-in Dates	Mail-in Entries Received	Prize Drawing Dates
Entry Period #1	6/1/2024	6/30/2024	6/30/2024	7/5/2024	7/7/2024
Entry Period #2	7/1/2024	7/31/2024	7/31/2024	8/5/2024	8/7/2024
Entry Period #3	8/1/2024	8/31/2024	8/31/2024	9/5/2024	9/7/2024
Entry Period #4	9/1/2024	9/30/2024	9/30/2024	10/5/2024	10/7/2024
Entry Period #5	10/1/2024	10/31/2024	10/31/2024	11/5/2024	11/7/2024
Entry Period #6	11/1/2024	11/30/2024	11/30/2024	12/5/2024	12/7/2024
Entry Period #7	12/1/2024	12/31/2024	12/31/2024	1/5/2025	1/7/2025
Entry Period #8	1/1/2025	1/31/2025	1/31/2025	2/5/2025	2/7/2025
Entry Period #9	2/1/2025	2/28/2025	2/28/2025	3/5/2025	3/7/2025
Entry Period #10	3/1/2025	3/31/2025	3/31/2025	4/5/2025	4/7/2025
Entry Period #11	4/1/2025	4/30/2025	4/30/2025	5/5/2025	5/7/2025
Entry Period #12	5/1/2025	5/31/2025	5/31/2025	6/5/2025	6/7/2025

Two (2) methods of entry as follows:

1. **Via Survey** - Entrants who receive an email invitation from the Sponsor, to complete a Customer Feedback Survey. After completing a survey, Entrants must opt-in to the Sweepstakes in order to receive an entry. Each completed survey and opt-in will generate one (1) Sweepstakes entry.
2. **Via Mail** - During the Sweepstakes Period, eligible Entrants can obtain Sweepstakes entries by legible hand-printing, on a 3"x 5" card or paper, their full name, complete mailing address, phone number, date of birth, email address, and a brief description (at least 25 words) on what winning a Prize would mean to you, mailing the card in a #10 business-sized envelope, with proper postage affixed, to: ASC/Flagship Opco Sweepstakes, 300 State St., Suite 402, Rochester, NY 14614 (the "Mail-In Entry"). All entries must be postmarked by May 31, 2025 and received by June 5, 2025. Each mail-in entry received will be worth one (1) Sweepstakes entry. **\*\*NOTE:** Mail-in entry card and envelope must be hand-printed by the Entrant only. In addition, Entrants are not permitted to use any 3<sup>rd</sup> party organization to assist with the entry process in any way (as determined by the Administrator). Each Envelope must be mailed individually. Bulk shipments of entries will not be accepted.

**Limit of one (1) entry per Entry Period regardless of method of entry.**

The Sponsor reserves the right to disqualify any Entrant that submits more than the maximum allowed entries. All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. The Released Parties are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, or misdirected entries. All entries become

the exclusive property of Sponsor and will not be acknowledged or returned. By participating, you consent for Sponsor to obtain, use, and transfer your name, address, and other information for the purpose of administering this Sweepstakes and for other purposes as set forth below. All information submitted by Entrants will be treated according to Sponsor's Privacy Policy, available at <https://www.flagshipcarwash.com/privacy-policy/>. By participating in the Sweepstakes and providing any personal contact information, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's Privacy Policy.

**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 or bugs, (ii) tampering or 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 applicable 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 a 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 email 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. Entrants further agree 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. Entrants waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Except as expressly provided above, 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 SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE.

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 a Prize. Released Parties are not liable in the event that any portion of the Sweepstakes is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OR TERRITORY OF THE USA ARE HEREBY EXPRESSLY WAIVED BY HIM/HER. SECTION 1542 READS AS FOLLOWS:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

**DRAWING AND NOTIFICATION:** All potential Prize Winners will be selected in twelve (12) random drawings from among all eligible entries received by the Administrator, whose decisions are final and binding. There will be one (1) Prize drawing per Entry Period and one (1) potential Prize Winner selected in each Prize drawing. Odds of winning a Prize will depend on the total number

of eligible entries received DURING THE ENTRY PERIOD IN QUESTION. Note: Entries will not carry over into the subsequent Entry Periods. All potential Prize Winners will be contacted by the Sponsor via phone, email and/or a USPS mail package of prize confirmation

**PRIZES & PRIZE CONDITIONS:** There will be twelve (12) Prizes available. Each Prize Winner ("Winner") will receive the following based on their membership status at the time of their entry:

- Non-members will receive one (1) free month Deluxe Unlimited (exterior only) Membership
- Members without the Deluxe Unlimited (exterior only) package will receive an upgrade to the Deluxe Unlimited package for one (1) month
- Deluxe Unlimited (exterior only) package members will receive one (1) free month of Deluxe Unlimited (exterior only) membership.
- Deluxe Unlimited (exterior only) Package Approximate Retail Value ("ARV") - \$39.99 ("Prize").

Total Prize Pool - \$479.88. The Sponsor reserves the right at its sole discretion to substitute the Prize with another prize of equal or greater value. LIMIT ONE (1) PRIZE PER ENTRANT.

By accepting a Prize, the Prize Winners 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 the Prize. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if potential Winner cannot be reached within three (3) calendar days from the first notification attempt, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and an alternate Winner may be selected for the Prize at issue. The potential Winners may be subject to verification before any Prize will be awarded.

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 (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time a Winner's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. 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 the Prize.

**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 Virginia, 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 Virginia; (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 Entrants, 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 first name, last initial, city, and state of residence of each Winner, please send a self-addressed, stamped business size envelope, by July 22, 2025, to: ASC/Flagship Sweepstakes Winners List Request, 300 State St., Suite 402, Rochester, NY 14614.