## Rules & Regulations:

- 1. Description of Contest
- a. Dates of Contest: The contest will begin July 1<sup>st</sup> and end August 20<sup>th</sup>, 2021. Void where prohibited. Odds of winning depend on the number of participants.
- b. Entering: Finalists will be drawn August 16 from the pre-sold tickets and through drawings at the Festival of Remembrance on August 20. If those finalists (or their representative) drawn from the pre-sold tickets are not in attendance by 8 p.m. on August 20, another name will be drawn for a total of 10 finalists.
- c. Each qualifier (or their representative) must be present at the Grand Prize Event on August 20<sup>th</sup>. Each qualifier will randomly select a key provided by Mel Hambelton Ford and will be given the opportunity to try to start the car. The finalist that is successful in starting the vehicle wins the grand prize.
- 2. Prize that will be awarded to the eligible winner(s) is a 2018 Ford Escape. The prize(s) that may be awarded to the eligible winner(s) must present state authorized identification prior to being awarded the prize. All prizes must be redeemed from Mel Hambelton Ford within 60 days unless stated otherwise in these official rules. Certain prizes are date specific and the winner or winners must be available on the dates specified If a winner cannot be contacted or is disqualified for any reason, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

# 3. Eligibility and Limitations

Participants and winner(s) must be U.S. residents, at least 18 years old, as determined by the Company. Winner must also have a valid driver's license. Only one (1) prize per household for the contest for any thirty day period. Employees of Mel Hambelton Ford, and their advertising agencies, and the members of their immediate family of any such persons are not eligible to win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws" or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

### 4. Telephone and Delivery Disclaimer

If a contest is a call in to win contest and/or a telephone is needed to participate in the Contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number when prompted, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. The Company disclaims all liability for the inability of a participant to compete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Company's control, or otherwise. For all contests the Company disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of an item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer hardware or software entries, traffic congestion on telephone lines, the internet or at any website or lost or unavailable network connections that

may an entrant's ability to enter the Contest. Entry forms in a register-to win contest must be handwritten. No photocopies or mechanical reproductions of entry forms are permitted.

## 5. Publicity; Use of Personal Information

By participating, where allowed by law, all participants and winner(s) grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that the Company may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

#### 6. Release

By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.

#### 7. Taxes

Any valuations of the prize(s) stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which is not specifically provided for in the official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

#### 8. Conduct and Decisions

By participation in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this contest, or make other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. Any attempt by an entrant or any other individual to deliberately circumvent, disrupt, damage, or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Company reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law.

### 9. Miscellaneous

Void where prohibited. Odds of winning depend upon the number of participants. Each winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules or discontinue the Contest at any time as announced. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, visit the business office of Mel Hambelton Ford during normal business hours or visit the dealership website. All entries become the property of the Company and will not be returned.

## 10. Compliance with Law

The conduct of the Contest is governed by the applicable laws of the United States of America, which take precedence over any rule to the contrary herein. The Company shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific onair disclaimers, providing specific written information about the Contest, etc. as required by local and state law.