

# Official Contest Rules

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY.

VOID WHERE PROHIBITED.

The Rightway Automotive Credit "MGK Vehicle Giveaway" is aimed at creating awareness and interest in Rightway Automotive Credit, its websites and social media pages through the use of Facebook social media and other mediums which may include, but are not limited to: newsprint, television, websites or radio. Facebook is in no way affiliated with sponsorship of this contest.

## 1. Eligibility

"MGK Vehicle Giveaway" (the Contest) is open to legal residents of the fifty (50) United States (i.e. must be able to show proof of legal permanent residence, for example, a "green card"), excluding Rhode Island and unless where prohibited by state laws, who enter in person or via U.S. Postal Services, and who are at least eighteen (18) years old at the time of entry. Employees of any Rightway Automotive Credit company, or any other company associated with the promotion of the Contest, and their respective parents, subsidiaries, affiliates and advertising and promotion agencies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to federal, state and local laws and regulations. Entrant must provide a valid Driver License. No other form of identification will be accepted.

## 2. Sponsor

The Contest is sponsored by Rightway Automotive Credit, located at 999 S. Washington Ave., Ste. 1, Saginaw, MI 48601.

## 3. Agreement to Official Rules

Participation in the Contest constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth therein.

## 4. Contest Period

The Contest begins on June 1, 2017, at or about 8AM and ends on August 4, 2017 at 10AM (the Contest Period). Entries that are submitted before or after the Contest Period will be disqualified. Submissions will be accepted for the duration of the Contest using any of the following methods:

## 5. How to Enter

To enter the Contest, visit participating Rightway Automotive Credit locations (Participating Dealers) during the Contest Period and take a test drive on a used vehicle. A Rightway salesperson may accompany you on the test drive. Once the test drive is completed you must complete the entry form which can be found at the dealership. Limit one entry per person for the duration of the Contest Period, regardless of place of entry. Entries received from any person in excess of the stated limitation will be void. All entries become the property of the Sponsor and will not be acknowledged or returned.

## 6. First Prize Winner Selection and Notification

Approximately twenty-one (21) potential First Prize winners (one from each Participating Dealer) will be selected at random from all eligible entries at each Participating Dealer received during the Contest Period on or about August 4, 2017. Potential winners will be notified on or about August 4, 2017 at the email address or phone number associated with the entry. Potential winners will be required to respond (as directed) to the notification within seventy-two (72) hours (or a shorter time if required by exigencies) of notification. All First Prize winner must certify that they will personally attend the EST Fest to be included in the drawing for the Grand Prize. The failure to respond timely to the notification may result in forfeiture of the prize. If a prize goes unclaimed or a potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected, at the sole discretion of the Sponsor and/or Administrator. Administrator, in its sole discretion, will attempt to contact up to three (3) potential winners of a First Prize in accordance with the above procedure, after which the First Prize in question may go unawarded if it remains unclaimed. Potential winners will be required to verify their address and execute and return an affidavit of eligibility, a liability release, and (where imposing such condition is legal) a publicity release, and other prize releases (collectively, the "Prize Claim Documents") covering eligibility, liability, advertising, publicity and media appearance issues. Prizes will not be awarded until all such properly executed Prize Claim Documents are returned.

## 7. First Prizes and Odds

Each first prize consists of a set of 2 Festival Tickets to the EST Fest IV which takes place August 11-13, 2017 at Ohio Dreams, 3495 Tugend Rd., Butler, OH 44822. Odds of winning a First Prize depend on the number of eligible entries received.

## **8. Grand Prize Winner Selection and Notification**

The names of all the eligible First Prize winners will be entered into the final drawing. The final drawing will take place live, during the EST Fest in Butler, OH. All First Prize winners must certify that they will personally attend the EST Fest for its entirety to be included in the drawing for the Grand Prize. The potential grand prize winner will be notified in person at the EST Fest on or about Saturday, August 12, 2017. Potential Grand Prize winners must be present, respond on site, and accept the prize on site to win. The failure to respond timely to the notification may result in forfeiture of the prize. If a prize goes unclaimed or a potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential winner will be disqualified and an alternate winner may be selected, at the sole discretion of the Sponsor and/or Administrator. Administrator, in its sole discretion, will attempt to contact up to three (3) potential winners of the grand prize in accordance with the above procedure, after which the grand prize in question may go unawarded if it remains unclaimed. Potential winners will be required to verify their address and execute and return an affidavit of eligibility, a liability release, and (where imposing such condition is legal) a publicity release, and other prize releases (collectively, the "Prize Claim Documents") covering eligibility, liability, advertising, publicity and media appearance issues. Prizes will not be awarded until all such properly executed Prize Claim Documents are returned.

## **9. Grand Prizes and Odds**

One Grand Prize Winner will receive a customized 2007 GMC Yukon XL (stock number: 7R278762 from Rightway Automotive Credit. Winner is responsible for any sales tax, tag and title fees and any personal income taxes owed according to the IRS rules. A 2017 form W-9 will be issued to the Grand Prize Winner. Winners may waive their right to receive prizes. Prizes are non-assignable and non-transferable. No substitutions allowed by Winner. Physical delivery of the Grand Prize must be taken at Rightway Automotive Credit, 300 West Ave., Tallmadge, OH 44278. Grand Prize winner will be required to provide a valid U.S. driver's license and proof of existing car insurance coverage (comprehensive or liability) at time of delivery. Grand Prize winner is required to comply with all applicable federal, state and local laws, rules and regulations, including but not limited to licensing and insurance requirements. Odds of winning Grand Prize depend on the number of eligible entries received.

## **10. General Conditions**

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner the best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person 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.

## **11. Release and Limitations of Liability**

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto) including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d)(e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event and/or the flyover, if applicable, or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). 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 Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

## **12. Disputes**

Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Michigan. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights, and obligations, or the rights and obligations of the Sponsor in connection

with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Michigan.

### **13. Privacy**

Entrants agree that personal data submitted with an Entry, including name, mailing address, phone number, and email address may be collected, processed, stored and otherwise used by Rightway Automotive Credit and its affiliates for the purposes of conducting and administering the Contest. Rightway Automotive Credit will protect personal data to the fullest extent allowed by law; however personal data may be subject to release under applicable public information laws. Rightway Automotive Credit shall have no liability for release of personal information. By entering the Contest, Entrants agree to the transmission, processing, disclosing and storage of this personal data by Rightway Automotive Credit and its affiliates. All personal information that is collected from the Entrant is subject to Rightway Automotive Credit applicable privacy policies. Personal data collect from contestant entries will not be shared with Facebook or other third parties.

### **14. Winner List**

To request the name of the winner, send a self-addressed, stamped envelope to Rightway Automotive Credit, Attention: Controller, 999 S. Washington Ave., Ste. 1, Saginaw, MI 48601

### **15. Publicity**

By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by Rightway Automotive Credit and agree and consent to use of your name and/or likeness by Rightway Automotive Credit. Rightway Automotive Credit will contact Entrants in advance of any sponsored media request for interviews. The pictures may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Entry. Rightway Automotive Credit reserves the right to publish the name and likeness of the Entrants on the Contest Site or through other media for publicity purposes.