

# OFFICIAL RULES

## 2018 CADILLAC CONCERT SERIES SWEEPSTAKES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** THE 2018 CADILLAC CONCERT SERIES SWEEPSTAKES (THE "SWEEPSTAKES") BEGINS AT 12:00 A.M. EASTERN TIME ("EST") ON MAY 19, 2018, AND ENDS ON SEPTEMBER 30, 2018, AT 11:59 P.M., EST (THE "PROMOTIONAL PERIOD"). ADMINISTRATOR'S COMPUTER WILL BE THE OFFICIAL TIME-KEEPING DEVICE FOR THE SWEEPSTAKES.

**ELIGIBILITY:** THE SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES INCLUDING THE DISTRICT OF COLUMBIA (D.C.) (EXCLUDING FLORIDA, RHODE ISLAND, GUAM, PUERTO RICO, VIRGIN ISLANDS, AND ALL OTHER TERRITORIES AND POSSESSIONS, AND WHERE PROHIBITED BY LAW), WHO ARE 18 YEARS OF AGE OR OF THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE, WHICHEVER IS OLDER, AT TIME OF ENTRY ("ENTRANT"). ALL OTHERS ARE INELIGIBLE TO ENTER AND WILL BE DISQUALIFIED. VOID WHERE PROHIBITED OR RESTRICTED. Employees of Cadillac Motor Division, General Motors LLC, Tri-State Cadillac Dealers Association ("Sponsor"), Synergy Marketing Partners ("Administrator"), Jack Morton Worldwide, Live Nation Worldwide, Inc. ("Live Nation"), and their respective parents, affiliates, subsidiaries, dealerships, distributors, and their advertising and promotion agencies and the members of their immediate families (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household with such individuals (whether related or not) are not eligible to enter or win.

**AGREEMENT TO THE OFFICIAL RULES:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which are binding and final on matters relating to this Sweepstakes. This Sweepstakes is subject to all applicable federal, state and local laws. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**TO ENTER:** There are three (3) ways to enter the Sweepstakes during the Promotional Period, all with an equal chance of winning:

**VIA WEBSITE:** Visit the website [www.CadillacConcertSweepstakes.com](http://www.CadillacConcertSweepstakes.com) (the "Website") during the Promotional Period and complete the online entry form with the required contact information (first and last name, mailing address, phone number and email address (optional) and submit as directed ("Website" entry). WEBSITE ENTRIES MUST BE SUBMITTED BY 11:59 P.M. ET ON SEPTEMBER 30, 2018.

**ON-SITE ENTRY:** Visit the Cadillac display that will be at either PNC Bank Arts Center (116 Garden State Parkway, Holmdel, NJ 07733) or Northwell Health at Jones Beach Theater (1000 Ocean Pkwy, Wantagh, NY 11793) during the hours of operation of the events listed in the chart below. Sponsor may not display at all events and reserves the right to add, change, and/or cancel its intentions to display at any or all of the below-listed times, at any time, without notice. Entrants will be asked to provide their first and last name, mailing address, phone number, and email address (optional) ("On-Site" entry). Entrants may also be asked to answer optional questions; however, they need not be answered in order to be eligible for the Sweepstakes. You may only enter the Sweepstakes once via the On-Site Entry method.

<b>PNC BANK ARTS CENTER</b>	
<u>Display Date</u>	<u>Show</u>
5/19/18	Dierks Bentley
5/26/18	John Fogerty/ ZZ Top
6/9/17	Imagine Dragons
6/23/18	Poison
6/29/18	Rascal Flatts
6/30/18	Foreigner
7/15/18	Joan Jett/ STYX
7/20/18	Weezer with Pixies
7/29/18	Chicago and REO Speedwagon

8/3/18	Lady Antebellum and Darius Rucker
8/8/18	Ms. Lauryn Hill
8/14/18	Counting Crows
8/30/18	Brad Paisley
9/15/18	Niall Horan
9/29/18	Kevin Hart

<b><u>Northwell Health at Jones Beach Theater</u></b>	
<b><u>Display Date</u></b>	<b><u>Show</u></b>
6/20/18	John Fogerty/ ZZ Top
6/21/18	Poison & Cheap Trick
6/22/18	Foreigner
6/23/18	Lynyrd Skynyrd
7/6/18	Rascal Flatts
7/14/18	Foo Fighters
8/2/18	Jimmy Buffet
8/3/18	Chicago and REO Speedwagon
8/4/18	Lady Antebellum & Darius Rucker
8/10/18	Brad Paisley
8/22/18	County Crows
9/12/18	Niall Horan

**MAIL-IN ENTRY:** Alternatively, Entrants can enter the Sweepstakes during the Promotional Period by legibly hand printing their name on a plain piece of 3" x 5" paper, including their first and last name, complete street address (no P.O. boxes) including zip code, and daytime phone number, and mail it in an envelope with first class postage affixed to: "2018 CADILLAC CONCERT SWEEPSTAKES", c/o SYNMP, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148. ("Mail-In" entry). No mechanically reproduced entries will be accepted. No metered mail and one entry per postmarked outer mailing envelope. Mail-In Entries must be post-marked by September 30, 2018 and received by October 5, 2018. Illegible or incomplete Mail-in entries are void.

Website, Mail-In, and On-Site entries are hereinafter referred to as "Entry" or "Entries."

**LIMIT:** THERE IS A LIMIT OF ONE ON-SITE ENTRY AND TWO TOTAL ENTRIES PER PERSON FOR THE ENTIRE SWEEPSTAKES. In the event of a dispute, Website entries will be deemed made by the authorized account holder of the email address submitted at the time of Entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be required to show proof of being the authorized account holder. No mechanical reproductions of entry forms permitted. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different identities, registrations or any other methods will void that participant's entries and that participant may be disqualified. Entrants are responsible for all charges imposed by their Internet service provider, including any applicable taxes on such services, in connection with submission of an entry. Administrator is not responsible for lost, late, incomplete, invalid, unintelligible, unreadable, or misdirected registrations, which will be disqualified. Administrator will not accept submissions from wireless domains, blacklist domains, or any email address Administrator deems to be potentially harmful to the Website. Use of any automated system to participate is prohibited and will result in disqualification. All entries become the property of Sponsor and/or Administrator and will not be acknowledged or returned. Please also see the "Entrant's Personal Information" section below, of these Official Rules.

**WINNER SELECTION:** Administrator will select the potential Sweepstakes winner (the "Potential Winner") in a random drawing conducted on or about October 5, 2018, from among all eligible Entries received during the Promotional Period.

Winner will be notified by phone or email and will be required to respond to the notification within seventy-two (72) hours from initial contact indicating whether he/she can accept the prize. If no response is received within the time allotted, an alternate winner will be selected (time permitting). Sponsor is not responsible for suspended or discontinued wireless service which may result in a potential winner not receiving initial prize notification. Potential Winner will be required to complete, sign and return an affidavit of eligibility and liability and, except where prohibited, a publicity release within three (3) business days of prize acceptance. Potential Prize Winner's guest must be at least 18 years of age as of the end date of the Sweepstakes, unless a child or legal ward of Winner, and may be required to complete, sign and return a liability release and, except where prohibited, a publicity release within the same time period. If the Potential Winner's notification is rejected, returned, or deemed undeliverable or the Potential Winner fails to execute and return the affidavit/release(s) within the specified time, or if he/she is otherwise ineligible to receive the Prize, even if the disqualified potential winner's name may have been publicly announced, that Potential Winner will be deemed ineligible and the prize will be awarded to an alternate selected at an alternate random drawing from all remaining eligible entries, time permitting. Subject to verification of eligibility and compliance with the terms of these Official Rules, the Potential Winner will be declared official Grand Prize Winner of the Sweepstakes. Grand Prize winner will be required to provide his/her social security number or tax id for tax reporting purposes as Administrator will file an IRS Form 1099 with the Internal Revenue Service for the approximate retail value of the prize. Unclaimed prizes will not be awarded.

**GRAND PRIZE/ODDS:** One (1) randomly selected Grand Prize Winner will receive the Cadillac Concert prize package that includes:

1. Two (2) tickets to a Live Nation® produced and promoted concert of the winner's choice at a Live Nation owned and operated venue in the continental United States (seating determined by Sponsor in its sole discretion);
2. Two (2) coach airline tickets from a major airport closest to winner's home (as determined by Administrator in its sole discretion) to a major commercial airport nearest the selected concert venue;
3. Three (3) day/two (2) night accommodations determined by Sponsor in its sole discretion (single room, double occupancy); and
4. One (1) \$500.00 American Express® Gift Card\*

The Total Approximate Retail Value ("ARV" of the Grand Prize is \$4,000.00.)

**Odds of winning depend on the number of eligible entries received.**

\*Gift cards are subject to, and must be used in compliance with, the terms and conditions of the issuer and can be found here: <https://www.americanexpress.com/us/content/prepaid/gift-cards/terms-and-conditions.html>. Winner must protect the gift card and treat the gift card as they would any other valuable document. Gift card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without the Winner's permission and will be voided if altered or defaced. All trademarks are the property of their respective owners.

**GENERAL PRIZE RESTRICTIONS:** Prize fulfillment must be completed by December 31, 2018. Prizes are subject to terms and conditions of issuer and ticket distributor and no substitution will be made except as provided herein at the Sponsor's sole discretion. Tickets are subject to certain terms and conditions as specified by ticket governing body. Tickets are subject to availability, venue capacity, age and artist restrictions. Tickets to a particular concert are not guaranteed. Resale of tickets if prohibited. Sponsor will attempt to accommodate Grand Prize winner's concert request but reserves the right to substitute different concert tickets that are equal or greater value in its sole discretion. Winner and guest for trip must comply with all venue and event rules and regulations. Failure to do so may result in forfeiture of such portion(s) of prize. Live Nation reserves the right to revoke full or partial prize from any winner or winner's guest who it or venue personnel deem may, in its sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring Live Nation into disrepute. Sponsor will determine all prize details, including exact seat location, in its sole discretion. If any portion of prize or any other event or activity does not take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, lockout, labor dispute, strike, inclement weather, or an event of force majeure, the remaining components of the prize will be awarded and Sponsor's obligation to the winner will be fulfilled, and no other additional compensation or substitution will be provided.

Winner is responsible for all costs associated with their individual prize not specifically set forth in the Prize description above, including but not limited to all federal, state, and local taxes (including income and withholding taxes), transportation, travel expenses, and any other expenses related to the acceptance and use of the prize specified herein. Prize (and any individual components thereof) may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor and/or Administrator, who reserve the right to substitute Prize in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor and/or Administrator in its sole discretion. Except where prohibited by law, acceptance of Prize constitutes permission for Sponsor to use winner's name, hometown, likeness, statements, and other personally identifiable information, for promotional, advertising and marketing purposes, in any media throughout the world without additional prize, incentive, consideration, consent or review; and upon request, winner will provide written consent to such use. All prize details are at Administrator's and/or Sponsor's sole discretion.

In the Sponsor's sole discretion, a selected winner may be required to forfeit the prize and an alternate winner may be selected in accordance with these Official Rules, time permitting, from the remaining eligible entries if selected winner (i); declines or cannot accept, receive or use the prize for any reason or (ii) fails to comply with these Official Rules. The maximum value of the prize set forth above represents the Sponsor's good faith determination of the maximum ARV thereof and the actual fair market value, as ultimately determined the Sponsor, cannot be challenged or appealed.

**TRAVEL RESTRICTIONS:** Actual value of Grand Prize depends upon the city of departure, concert selected, time of travel, any air transportation fluctuations and on current market conditions at time of prize fulfillment, and any difference between the stated ARV and the actual value, if any, will not be awarded. Winner and guest for each trip must be able to travel on dates specified by concert selected or prize will be forfeited. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. If in the judgment of Administrator air travel is not required due to Winner's proximity to prize location, ground transportation will be substituted for round-trip air travel at Administrator's sole discretion. Guest of Winner for trip must be of legal age of majority in his/her jurisdiction of residence (and at least 18) unless a child or legal ward of Winner. If guest is a child or legal ward of Winner, Winner may be required to execute and return such documents on behalf of such child or legal ward. Airline/flight times to be selected by Administrator at its sole discretion once winner has selected concert; one or more stopovers may be required. Once trip dates have been booked, no change, extension or substitution of trip dates is permitted except by Administrator, in its sole discretion. Sponsor/Administrator will not replace any lost or stolen tickets; travel vouchers or similar items once they are in Grand Prize Winner's possession or in the possession of a guest of Grand Prize Winner. Released Parties (defined below) shall not be responsible for any cancellations, delays, diversions, substitutions, or any acts or omissions whatsoever by the air carriers, hotels, or concert venue or any other persons providing any of these services and accommodations to passengers, including any results thereof, such as changes in services or accommodations necessitated by same. **All expenses not specifically included in the Grand Prize such as transportation of any kind, including ground transportation to/from the, airport, or hotel, or any other expenses such as, parking, meals, state, federal and local taxes, etc., are solely the responsibility of the Grand Prize Winner and guest.** Sponsor/Administrator is not responsible for any postponement or cancellation resulting from any labor stoppage, strikes, or lock out. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the Administrator's airline carrier of choice as detailed in the passenger ticket contract. Prize conditions may be added or modified by companies providing those portions of the Grand Prize. The Grand Prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the affidavit and release and/or Grand Prize travel documents. Winner and guest for each trip are responsible for obtaining travel documents (including, but not limited to, passports and visas), as well as travel insurance (and all other forms of insurance), that they may wish to obtain for the trip (at their own expense) and hereby acknowledge that the Released Parties have not and will not obtain or provide travel insurance or any other form of insurance for the trip. Winner and his/her guest for each trip must arrive at the designated U.S. gateway airport in time for the flight for the trip. Winner and guest for trip must comply with all venue and event rules and regulations. Failure to do so may result in forfeiture of such portion(s) of prize. If any portion of prize or any other event or activity does not take place as planned for any reason, including but not limited to, cancellation, scheduling conflicts, lockout, labor dispute, strike, inclement weather, or an event of force majeure, the remaining components of the prize will be awarded and Sponsor's obligation to the winner will be fulfilled, and no other additional compensation or substitution will be provided for the applicable trip. Grand Prize Winner(s) and their guest must travel the same itinerary and, on the dates, and/or times specified or prize will be forfeited and awarded to an alternate winner.

**RELEASE:** By participating (a) Entrants release Sponsor, Administrator, Cadillac Motor Division, General Motors LLC, Jack Morton Worldwide, Live Nation, and their respective subsidiaries, affiliates, limited liability companies, suppliers, distributors,

advertising/promotion agencies, attorneys, and prize suppliers, and each of their respective parent companies and each such company's officers, shareholders, directors, members, employees, licensors and agents (collectively the "Released Parties"), from any and all liability for any claims, costs, injuries, losses, or damages, of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; (b) Entrants, by participating, agree that Released Parties will have no liability whatsoever, and shall be held harmless by Entrants against any liability, for any injuries, losses or damages of any kind, including, but not limited to, death or destruction of property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize(s) (including any travel or activity associated thereto) or participation in this Sweepstakes; and (c) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to a prize, including, but not limited to, the prize quality or availability.

**LIMITATIONS OF LIABILITY:** Neither Released Parties nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage related to or resulting from participation in this Sweepstakes. Neither Released Parties nor any service providers are responsible for typographical or other error in the printing of Sweepstakes materials, the administration of the Sweepstakes, or the announcement of the prize winner, including any such error as may give an erroneous indication that a prize has been won. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS OR INSTANT WIN GAME, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**GENERAL CONDITIONS:** Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor and/or Administrator reserves the right, at its sole discretion, to disqualify any suspect Entry or Entrant and to cancel, terminate, modify or suspend the Sweepstakes and randomly select the winner from valid entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor. In the event of any cancellation, termination or suspension, notice thereof will be posted at <http://www.synmp.com/rules>. Entries not complying with all rules are subject to disqualification.

**OTHER TERMS AND CONDITIONS:** Sponsor and/or Administrator reserve the right, at their sole discretion, to modify or suspend this Sweepstakes or any portion hereof, or to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes which, in Sponsor's and/or Administrator's sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these rules, or (c) the Sweepstakes is otherwise not capable of running as planned by Sponsor and/or Administrator. In the event of modification or suspension, Sponsor and/or Administrator may award the prize to winner to be selected in a random drawing from among the remaining uncorrupted eligible entries, if any. In the event of any cancellation, termination or suspension, notice thereof will be posted at [www.CadillacConcertSweepstakes.com](http://www.CadillacConcertSweepstakes.com). Administrator 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 Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. If any provision(s) of these Official Rules is held invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:** Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal, state and local courts for Kings County, New York, (b) 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 attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any

other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of New York.

**WINNER'S NAME:** The name of the Grand Prize winner will be available after November 4, 2018, and may be obtained by sending a self-addressed stamped envelope to: Winner's Name, The 2018 Cadillac Concert Series Sweepstakes, c/o Synergy Marketing Partners, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148, for receipt no later than January 31, 2018.

**ENTRANT'S PERSONAL INFORMATION:** Any personally identifiable information collected during an Entrant's participation in this Promotion will be collected by Administrator and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Statement located at (<http://www.gm.com/privacy>) and Administrator's Privacy Statement found at <http://www.SYNMP.com/privacy>. By entering the Sweepstakes, you agree to all of the terms and conditions of Sponsor's and Administrator's Privacy Statements.

**SPONSOR:** Tri-State Cadillac Dealers Local Marketing Association (LMA), Kristal Auto Mall, 5200 Kings Highway, Brooklyn, NY 11234.

**ADMINISTRATOR:** Synergy Marketing Partners, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148.

Neither Live Nation Worldwide, Inc., nor any of the artists identified in the chart above are Sponsors of the Sweepstakes and are in no way responsible for the administration of the Sweepstakes, the verification of winners, or the fulfillment of prizes. All inquiries regarding the Sweepstakes should be directed to Sponsor or Administrator. Live Nation is a registered trademark of Live Nation Worldwide, Inc.