

# OFFICIAL RULES

## 2018 WIN A CHEVY SWEEPSTAKES

**NO PURCHASE OR ONLINE ENTRY NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** THE WIN A CHEVY SWEEPSTAKES (THE "SWEEPSTAKES") BEGINS AT 10:00 A.M. CENTRAL TIME ("CST") ON JANUARY 18, 2018, AND ENDS ON DECEMBER 31, 2018, AT 11:59 P.M., CST (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 STATES OF KENTUCKY, ILLINOIS, INDIANA, IOWA, MICHIGAN, MINNESOTA, NEBRASKA, NORTH DAKOTA, OHIO, PENNSYLVANIA, SOUTH DAKOTA, AND WISCONSIN, WHO ARE 21 YEARS OF AGE OR OF THE AGE OF MAJORITY IN THEIR STATE OF RESIDENCE, WHICHEVER IS OLDER, WITH A VALID DRIVER'S LICENSE AT TIME OF ENTRY ("ENTRANT"). ALL OTHERS ARE INELIGIBLE TO ENTER AND WILL BE DISQUALIFIED. VOID WHERE PROHIBITED OR RESTRICTED. Employees of Chevrolet Motor Division, General Motors LLC ("Sponsor"), Synergy Marketing Partners ("Administrator"), Jack Morton Worldwide, all participating Chevrolet Local Marketing Associations (LMAs) that are incorporated within the states of eligibility and all their enrolled dealers, all 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 and/or Administrator, which are binding and final on all 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 two (2) ways to enter the Sweepstakes during the Promotional Period.

**VIA ON-SITE EVENTS:** Complete and submit an official entry form as directed at the promotion display at select Chevrolet promotional events, where Chevrolet Brand Ambassadors will be present, during the posted hours of operation during the Promotional Period ("Event entry").

**VIA WEBSITE:** Visit the website ([www.ExperienceChevroletToday.com/WinAChevy](http://www.ExperienceChevroletToday.com/WinAChevy)) (the "Website") during the Promotional Period and complete the online entry form with the required contact information and submit as directed ("Online Entry"). ONLINE ENTRIES MUST BE SUBMITTED BY 11:59 P.M. CST ON DECEMBER 31, 2018.

Event entries and Online entries are hereinafter referred to as "Entry" or "Entries."

**LIMIT: ONE (1) ENTRY PER PERSON REGARDLES OF METHOD ENTRY.** Multiple entrants are not permitted to share the same email address. In the event of a dispute, Online 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 Website. Use of any automated system to participate is prohibited and will result in disqualification. Proof of mailing is not proof of delivery. 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 randomly select one (1) potential Grand Prize winner from all eligible Entries received during the promotional period on or about January 7, 2019. Potential Winners will be contacted by the Administrator by telephone and/or email and will be required to complete and return an affidavit of eligibility, liability release, and except where prohibited by law, a publicity release form ("affidavit/release") within five (5) days of receipt. If the potential Grand Prize winners' notification is rejected, returned, or deemed undeliverable or a potential Grand Prize winner fails to

execute and return the affidavit/release within the specified time or if he/she is otherwise ineligible to receive the Grand Prize, that potential Grand Prize winner will be deemed ineligible and the prize will be awarded to an alternate selected at an alternate drawing from all remaining eligible entries. 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. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential Grand Prize Winner will be declared the Official Winner(s) of the Sweepstakes ("Winner"). Unclaimed prizes will not be awarded.

**GRAND PRIZE/ODDS:** There will be one (1) prize awarded ("Prize") to Winner. Prize will consist of the following: Winner's choice of one (1) Chevrolet vehicle with an actual Manufacturer's Suggested Retail Price ("MSRP") of up to forty-five thousand dollars (\$45,000); however, if Chevrolet model is selected with an MSRP of less than \$45,000, winner will NOT receive the difference in prize value. Sales tax, destination charges, freight, delivery, dealer prep, additional equipment, licensing, registration, insurance, title and all other expenses on the receipt and use of the Grand Prize vehicle is the sole responsibility of the Winner. The Winner of the Prize vehicle is not eligible for any cash rebate programs. Model, color, package, factory options, and other prize specifics are subject to availability. All options and upgrades on vehicle that increase the MSRP over \$45,000 are the sole responsibility of Winner. The maximum Approximate Retail Value ("ARV") of the prize is \$45,000.

The Odds of winning the Grand Prize depends upon the number of eligible Entries Received.

**PRIZE RESTRICTIONS:** Other than the manufacturer's limited warranty, Sponsor does not make, nor in any manner is responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the vehicle including but not limited to its quality, fitness for purpose or mechanical condition. Winner must have proof of insurance and a valid U.S. driver's license from their state or place of residence in the U.S. to take delivery of vehicle; failure to show same may result in prize forfeiture and selection of an alternate Winner. Winner will be provided instructions to obtain his/her Prize vehicle at a Sponsor dealership to be determined by Sponsor. Vehicle delivery may take up to 8 weeks. Winner must take delivery of vehicle within thirty (30) days of notification that dealership has received vehicle. If Prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in their sole discretion, it will be forfeited, and time permitting, an alternate Winner may be selected from the remaining eligible entries at Sponsor's sole discretion.

All details of Prize will be determined by Administrator in its sole discretion. Administrator reserves the right to substitute Prize (or portion thereof) with a similar prize (or prize element) of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of Prize (including cost of title, licensing, insurance, registration fees, applicable sales tax and travel and transportation costs associated with collecting the vehicle) are the sole responsibility of Winner. Winner will be responsible for all applicable taxes (not limited to federal, state, local and/or income) and will be required to provide their Social Security number or tax ID for tax reporting purposes as Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the fair market value of a prize awarded and accepted. Prize cannot be transferred by Winner or redeemed for cash and is valid only for the items detailed above, with no substitution of Prize by Winner.

In the Administrator's sole discretion, Winner may be required to forfeit the prize and an alternate winner may be selected in accordance with these Official Rules 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.

**PUBLICITY:** Except where prohibited by law, the acceptance of a Prize constitutes permission for Sponsor and/or Administrator to use the 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 compensation, prize, incentive, consideration, consent or review; and upon request, the Prize Winner must provide written consent to such use.

**RELEASE:** By participating (a) Entrants release Sponsor, Administrator, General Motors LLC, Jack Morton Worldwide, all participating Chevrolet Local Marketing Associations (LMAs) that are incorporated within the States of eligibility and all their enrolled dealers, as well as their respective subsidiaries, affiliates, limited liability companies, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, shareholders, directors, attorneys, members, employees, licensors, dealerships, 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 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 its sole discretion. 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. 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 DuPage County, Illinois (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 Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Illinois.

**LANGUAGE:** Sponsor, in its sole discretion, may reproduce these Official Rules in multiple languages. The English version of these Official Rules shall prevail and govern the Sweepstakes in all matters whatsoever.

**WINNER'S NAME:** The Winner's list will be available after February 28, 2019, and may be obtained by sending a self-addressed stamped envelope to: Winner's Name, WIN A CHEVY SWEEPSTAKES c/o Synergy Marketing Partners, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148, for receipt no later than April 26, 2019.

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

**SPONSOR:** Chevrolet Motor Division, General Motors LLC; 2135 City Gate Lane, Suite 200, Naperville, IL 60563.

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