

## OFFICIAL RULES SCORE AN EQUINOX SWEEPSTAKES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**SWEEPSTAKES PERIOD:** The Score An Equinox Sweepstakes (the "Sweepstakes") begins on August 27, 2018, at 12:00 p.m. Central Time ("CST") and ends on September 28, 2018, at 11:59 p.m. CST (the "Sweepstakes Period"). **Finalist will be required to attend the October 20, 2018, University of Kentucky Football Game ("Game") at Kroger Field to be eligible to win the Grand Prize. You should not enter this Sweepstakes if you are not able to attend the game on October 20, 2018.**

**ELIGIBILITY:** IS OPEN ONLY TO LEGAL RESIDENTS OF KENTUCKY, WHO RESIDE IN ONE OF THE COUNTIES LISTED BELOW, WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER WITH A VALID DRIVER'S LICENSE AT THE TIME OF ENTRY ("ENTRANT"). Employees of Chevrolet Motor Division, General Motors LLC, the University of Kentucky, other NCAA Entities (defined below), Lexington Local Marketing Association ("Sponsor"), Synergy Marketing Partners ("Administrator"), American Hole'n One, Jack Morton Worldwide, Agency 720, and their respective parent companies, officers, directors, agents, parents, affiliates, subsidiaries, dealerships, dealership associations, and advertising and promotion agencies (together the "Sweepstakes Entities"), 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. Furthermore, the following individuals are ineligible to participate or win: 1) Current or former Olympic, professional or semi-professional football, soccer, or rugby players who have competed in the United States, Canada, or Europe; 2) Current or former high school or collegiate football, soccer, or rugby players who have competed at their respective level within the past three (3) years and 3) Current or former football, soccer, or rugby coaches who have coached within the past three (3) years at any level.

<u>*Participating Dealer Group Market</u>	<u>Eligible Counties</u>
Lexington, KY	<b>KENTUCKY:</b> Anderson, KY ~ Bath, KY ~ Bourbon, KY ~ Boyle, KY ~ Breathitt, KY ~ Casey, KY ~ Clark, KY ~ Clay, KY ~ Estill, KY ~ Fayette, KY ~ Fleming, KY ~ Franklin, KY ~ Garrard, KY ~ Harrison, KY ~ Jackson, KY ~ Jessamine, KY ~ Knott, KY ~ Knox, KY ~ Laurel, KY ~ Lee, KY ~ Leslie, KY ~ Lincoln, KY ~ Madison, KY ~ Magoffin, KY ~ McCreary, KY ~ Menifee, KY ~ Mercer, KY ~ Montgomery, KY ~ Morgan, KY ~ Nicholas, KY ~ Owsley, KY ~ Perry, KY ~ Powell, KY ~ Pulaski, KY ~ Rockcastle, KY ~ Rowan, KY ~ Russell, KY ~ Scott, KY ~ Wayne, KY ~ Whitley, KY ~ Wolfe, KY ~ Woodford, KY

\*The "NCAA Entities" shall mean, collectively, the National Collegiate Athletic Association (NCAA), the NCAA Board of Governors, Collegiate Sports, LLC, College Football Officiating, LLC, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees. The NCAA Entities have not offered or sponsored this Sweepstakes in any way. The NCAA Entities shall have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or any prize awarded. ©2018 National Collegiate Athletic Association Properties LLC. All NCAA-related trademarks are trademarks of the National Collegiate Athletic Association.

**AGREEMENT TO THE OFFICIAL RULES:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Administrator, 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. Administrator's computer will be the official time-keeping device for the Sweepstakes.

**HOW TO ENTER:** There are two (2) ways to enter the Sweepstakes during the Sweepstakes Period:

**Method 1: Via Website:** Visit the website, <http://lexington.syns.co/sweeps/uksweepstakes> (the "Website"), during the Sweepstakes Period and complete the online entry form with the required contact information and submit as direct ("Website entry"). Online entries must be submitted by 11:59 p.m. CST on September 28, 2018.

**Method 2: On-Site:** Throughout the Sweepstakes period, the Sponsor will have a display area at selected University of Kentucky Football home games. Eligible entrants may enter the Sweepstakes by visiting the Chevrolet Vehicle display area outside of Nutter Field House (1401 Sports Center Drive, Lexington, KY 40506) by Gate 1 of Kroger Field (1540 University Drive, Lexington, KY 40506) and completing an Official Entry Form, including your complete street address (no P.O. Boxes) including zip code, daytime phone number, email address, and vehicle interests ("on-site entry"). Event display schedule is as follows: September 1, 2018, vs. Central Michigan University, September 15, 2018, vs. Murray State University, September 22, 2018, vs. Mississippi State University, September 29, 2018, vs. University of South Carolina, On-Site entries must be received prior to the display closing on September 29, 2018. The display area will be open approximately 4 hours before the scheduled start of each home game and will close an hour after kickoff or sooner.

Sponsor may not have a display area at all events and locations and reserves the right to add, change, and/or cancel, its intentions to have a display area at any or all of the above listed locations, at any time, without notice. Entrants will be asked to provide first and last name, mailing address, phone number and email address (optional).

Entrants may also be asked to answer optional questions; however, they need not be answered in order to be eligible for the Sweepstakes.

Online and On-site Entries are hereinafter referred to as "Entry" or "Entries."

**LIMIT:** ONE (1) ENTRY PER PERSON REGARDLESS OF METHOD ENTRY. Online Entries will be deemed made by the authorized account holder of the email address and/or phone number 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 Prize 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 Sponsors and/or Administrator and will not be acknowledged or returned.

**FINALIST SELECTION:** Administrator will select, via a random drawing on or about October 2, 2018, a total of eight (8) potential finalists ("Finalists") from among all eligible entries received, subject to verification and compliance with these Official Rules. Finalists will receive an opportunity to attend the University of Kentucky Football home game on October 20, 2018, and a chance to win the Grand Prize. Finalists will be contacted by the Administrator by telephone and/or email and will be required to complete and return an affidavit of eligibility, liability, and use of likeness release, and except where prohibited by law, a publicity release form ("affidavit/release") within three (3) days of receipt. Guest of Finalist must be at least 18 years of age or the age of majority in their state of residence, unless child or legal ward of Finalist, and may also be required to sign releases and waiver forms. If any of the potential Finalist's notifications are rejected, returned, or deemed undeliverable or a potential Finalist fails to execute and return the affidavit/release within the specified time or if he/she is otherwise ineligible to receive the prize, that potential Finalist will be deemed ineligible and a replacement may be randomly selected by Administrator from among the remaining eligible Entries, time permitting.

**It is anticipated that there will be a total of eight (8) Finalists, but this number could change based on various factors such as a Finalist being deemed ineligible or unable to attend the Grand Prize drawing.**

**FIRST PRIZE:** Each Finalist will receive the following prize package:

- Two (2) tickets to the University of Kentucky Football home game on October 20, 2018, to be used to attend the Grand Prize event.
- One (1) \$100 Kroger Gift Card.
- Chevrolet Prize Pack.

(Approximate Retail Value ("ARV") of each First Prize: \$300.00) Additional expenses, including travel to/from the game, parking fees, taxes, or other fees and costs not explicitly mentioned, are not included in the First Prize and will be the responsibility of the Finalist. Sponsor, in their sole discretion, will determine seating locations and details.

The odds of a particular Entrant being selected as a Finalist depend on the number of eligible entries received during the Promotional Period.

**GRAND PRIZE WINNER SELECTION/VERIFICATION:** Each of the up to eight (8) Finalists will be required to be present and checked in at the final Grand Prize Drawing on October 20, 2018, (the "Drawing") to win at Kroger Field, where the Grand Prize Winner will be announced. If a Finalist does not attend the Drawing for any reason, he or she is not eligible to receive the Grand Prize. Details of exact location to meet during after game will be provided to all eight (8) Finalists prior to October 18, 2018.

All Finalists must present themselves to a Sweepstakes Sponsor or Administrator representative for Drawing registration and present a valid government-issued photo identification. Each Finalist must personally appear at the Drawing to be eligible for the Grand Prize – no proxies are permitted. **MUST BE PRESENT TO WIN A PRIZE.** Finalists must fill out any registration and waiver forms and additional security checks required by Sponsor. Any Finalists who do not present themselves to Sweepstakes Sponsor or Administrator representative for Drawing registration by the time specified may be disqualified and not replaced at the sole discretion of Sponsor. The Sweepstakes Grand Prize giveaway will take place at some point at the conclusion of the game on October 20, 2018. Finalists will be given exact instructions at the time of the check-in.

**ON-FIELD EVENT:** At the University of Kentucky Football game on October 20, 2018, one (1) potential Finalist from among all finalists in attendance will be selected in a random drawing to participate in an on-field football event to take place prior to the end of the game (the "On-Field Event"). Odds of a finalist being selected as the one (1) On-Field finalist is 1:8. If the selected On-Field finalist successfully kicks the provided football from the 40-yard line and have it come to rest on the Goal Line, he/she will be deemed a Grand Prize winner. The football must stop on the Goal Line without coming in contact with any item, person, or surface that would alter or enhance the path of the football. The football must be kicked from behind the 40-yard line, closest to the goal line that the finalist is kicking toward and must stop completely with at least part of the football touching or positioned over the endzone target demarcation line ("the Goal Line") in order to be considered a "Successful Kick". The endzone is defined as the white line that signifies the start of the endzone. The football must stop on the Goal Line in order to be considered a winning kick. If the selected On-Field Finalist does not successfully kick the football from the 40-yard line and have it come to rest on the Goal Line, then the Grand Prize will not be awarded. Administrator's and Sponsor's decision as to whether a Finalist's participation resulted in a Successful Kick is final.

**SUCCESSFUL KICK CONDITIONS:** A foot fault (plant foot touching or going over the kicking line) will disqualify any Finalist attempt. A Finalist will not be allowed to re-kick a disqualified kick. No aid of any kind may be given to the Finalist participating in this Event. Nothing may be done to the football, goal posts, Finalist's footwear, or playing surface that would enhance the Finalist's chances of successfully completing the kick. Finalist may either kick the football from the ground using a simulated holding device or have another individual (can be a friend or person of Finalist's choosing) hold the football for the Finalist to kick the football. **No kicker tee may be used.** Finalist will not be allowed any warm-up or practice kicks of any kind, and Finalist will have a maximum of one (1) attempt regardless of the outcome or distance of their kick attempt. If the Finalist executes a Successful Kick, as determined by Administrator in its sole discretion, he/she will be deemed a Grand Prize winner. **If Finalist does not execute a Successful Kick, Finalist will receive a \$500**

**Kroger Gift Card.** Administrator's and Sponsor's decision as to whether a kick resulted in a Successful Kick is final. Kroger Gift Card ("ARV"): \$500.00.

Potential Grand Prize Winner 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 Winner's notification is rejected, returned, or deemed undeliverable or the 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 Finalists. Alternate Grand Prize Winner will be subject to the same requirements. 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 of the Grand Prize (the "Grand Prize Winner"). Unclaimed Prizes will not be awarded.

**GRAND PRIZE/ODDS:** If and only if a Finalist successfully completes a Successful Kick, that Finalist will receive a Grand Prize, which will consist of 2018 Chevrolet Equinox (the "Vehicle"). If the Vehicle's MSRP is under \$40,000 the Grand Prize Winner will not be awarded the difference between the vehicle's actual MSRP and \$40,000. Grand Prize Winner is solely responsible for any expenses in connection with acceptance and use of the Vehicle not expressly described herein as being awarded, including, without limitation, the following: (i) income, federal, state or local taxes; (ii) insurance, registration fees, dealer preparation fees and/or additional options, additions or equipment; and (iii) any additional expenses not described herein as being awarded, including, without limitation, any travel or transportation costs, associated with winning and subsequent use of Vehicle. All options and upgrades on Vehicle that increase the MSRP over \$40,000 are the sole responsibility of Grand Prize Winner. Model, color, package, factory options, and other Grand Prize specifics are subject to availability. Other than the manufacturer's limited warranty, Co-Sponsors do 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. Grand Prize Winner must take delivery of Vehicle within 30 days of notice of availability from one of the participating Chevrolet dealers (listed above) near Grand Prize Winner's residence, subject to Co-Sponsor's approval. Co-Sponsors and Administrator shall not be responsible for delays in delivery of Vehicle; delivery is subject to availability. Grand Prize Winner must personally retrieve Vehicle within (30) days of written notification of delivery and must present a valid U.S. driver's license issued in his/her state of residence and proof of insurance to take delivery. In the event that the potential winner is disqualified for any reason, the prize may not be awarded. The Grand Prize Vehicle Approximate Retail Value ("ARV") is \$40,000.00.

No cash or Vehicle substitutes and no cash rebates. Vehicle cannot be assigned or transferred to a third party. Vehicle delivery is through an authorized Chevrolet dealer and conditional upon Grand Prize Winner's execution and return of any and all required paperwork. Depiction of Vehicle in any advertising or promotional materials may not reflect the actual Vehicle delivered. Sponsor and Administrator shall have no liability in conjunction with such differences between depicted Vehicle and actual Vehicle.

In the Sponsors' sole discretion, Field Kick Winner may be required to forfeit the prize if selected Field Kick 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 Sponsors' good faith determination of the maximum ARV thereof, and the actual fair market value, as ultimately determined the Sponsor and Administrator, cannot be challenged or appealed.

**GENERAL PRIZE RESTRICTIONS (FOR ALL PRIZES):** Prizes (including their individual components) may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor, who reserve the right to substitute a Prize in whole or in part with another prize of comparable or greater value if the intended prize (or any portion thereof) is not available for any reason as determined by the Sponsor in their sole discretion. Winner and Finalists are fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes). All costs and expenses associated with a prize acceptance and use not specified herein as being provided, including but not limited to lodging, transportation costs, meals, gratuities and other expenses incurred by accepting a prize, are the sole responsibility of the Winner or Finalists. The Winners and Finalists may be required to provide, to Administrator, their Social Security number or tax ID for tax reporting purposes as the Winners and Finalists will be issued an IRS Form 1099 reflecting the actual value of a Prize. Except where prohibited by law, the acceptance of a prize, or being accepted as a Finalist, constitutes

permission for Co-Sponsors and 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 Winner or Finalist must provide written consent to such use.

**Gift cards are subject to, and must be used in compliance with, the terms and conditions set forth on the respective gift card and as set forth by the gift card issuer.** 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.

**RELEASE:** By participating (a) Entrants release Sponsor, Administrator, Chevrolet Motor Division, General Motors LLC, participating Chevrolet Dealerships, Jack Morton Worldwide, Agency 720, University of Kentucky, NCAA Entities, American Hole'n One, and 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, 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 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, RELEASED PARTIES RESERVE 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 reserve the right, at their 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 their 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 Fayette County, Kentucky (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 Kentucky, without giving effect to any choice of law or conflict of law rules (whether of the State of Kentucky or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Kentucky.

The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Sweepstakes or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with Sweepstakes advertisements or the Sweepstakes.

**WINNER'S NAME:** The name of the Winner is available after NOVEMBER 20, 2018 and may be obtained by sending a self-addressed stamped envelope to: Winner's name, Score An Equinox Sweepstakes c/o Synergy Marketing Partners, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148, for receipt no later than JANUARY 20, 2019.

**ENTRANT'S PERSONAL INFORMATION:** By entering the Sweepstakes, you acknowledge that Co-Sponsors and Administrator may use any personal information collected as part of the Sweepstakes entry form in accordance with Co-Sponsors' privacy policy, located at <https://www.gm.com/privacy-statement.html>, and Administrator's Privacy Policy, located at <http://www.SYNMP.com/privacy>.

**SPONSORS:** Lexington Local Marketing Association, 462 South Fourth Street, Suite 2200, Lexington, KY 40202.

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