

# OFFICIAL RULES

## SELECT IOWA BUICK/GMC-GET ADVENTUROUS SWEEPSTAKES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** THE SELECT IOWA BUICK/GMC-GET ADVENTUROUS SWEEPSTAKES (THE "SWEEPSTAKES") BEGINS AT 9:00 A.M. CENTRAL STANDARD TIME ("CST") ON AUGUST 9, 2018, AND ENDS ON AUGUST 19, 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 STATE IOWA WHO LEGALLY RESIDE IN ONE OF THE COUNTIES LISTED IN THE CHART BELOW AND ARE 18 YEARS OF AGE OR OLDER AT TIME OF ENTRY ("ENTRANT"). ALL OTHERS ARE INELIGIBLE TO ENTER AND WILL BE DISQUALIFIED. VOID WHERE PROHIBITED OR RESTRICTED. Employees of Buick Motor Division, GMC Motor Division, General Motors LLC, Select Iowa Buick GMC Dealers ("Sponsor"), Synergy Marketing Partners ("Administrator"), Jack Morton Worldwide, 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.

<u>*Participating Dealer Group Market</u>	<u>Eligible Counties</u>
Des Moines, IA	<b>IOWA:</b> Boone, IA ~ Calhoun, IA ~ Carrol, IA ~ Dallas, IA ~ Greene, IA ~ Grundy, IA ~ Guthrie, IA ~ Hardin, IA ~ Jasper, IA ~ Lucas, IA ~ Madison, IA ~ Mahaska, IA ~ Marion, IA ~ Marshall, IA ~ Monroe, IA ~ Pocahontas, IA ~ Polk, IA ~ Poweshiek, IA ~ Sac, IA ~ Story, IA ~ Tama, IA ~ Warren, IA ~ Webster, IA

**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.

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

**Designated Shows –** To enter, consumers should be in attendance and visit the BUICK/GMC display that will be at the Iowa State Fair from August 9, 2018 through August 19, 2018. Sponsor may not display at the event and reserves the right to add, change and/or cancel its intentions to display at the above location, at any time, without notice. Entrants will be asked to provide first and last name, mailing address, phone number (optional) and email address. Entrants may also be asked to answer optional questions; however, they need not be answered in order to be eligible for the Sweepstakes.

**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: "GET ADVENTUROUS 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 August 18, 2018 and received by August 22, 2018. Illegible or incomplete Mail-in entries are void.

Onsite and Mail-In entries are hereinafter referred to as "Entry" or "Entries."

**LIMIT:** THERE IS A LIMIT OF ONE (1) ENTRY PER PERSON FOR THE ENTIRE SWEEPSTAKES. In the event of a dispute, 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 AND NOTIFICATION:** There will be a total of three (3) Sweepstakes Prize Winners. Administrator will randomly select the potential Sweepstakes winners in a random drawing conducted on or about August 22, 2018 from all eligible entries received during the Promotional Period. Each potential winner will be notified by telephone and/or email, as determined by Administrator, within approximately five (5) days of the aforementioned drawing dates. Messages may not be left. Sponsor shall have no liability for any winner notification that is lost, intercepted, or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner may, in Sponsor's sole discretion, forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize 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 prize winner will be disqualified, and an alternate prize winner may be selected. Administrator reserves the right to disqualify anyone not fully complying with the Official Rules. Potential winner must verify address and return within five (5) days an affidavit of eligibility, a liability release and (where legal) a publicity release (collectively, the "**Prize Claim Documents**") and addition proof of eligibility, if requested. Failure of any winner to return the Prize Claim Documents within the specified time period may result in forfeiture of the prize and selection of an alternate winner from the remaining eligible entries for that prize. A prize will not be awarded until all such properly executed forms are returned. Subject to verification of eligibility and compliance with the terms of these Official Rules, the potential winners will be declared the official winner of the Sweepstakes (the "Winner(s)"). Unclaimed prizes may not be awarded.

**PRIZE/ODDS:** There will be one (1) Grand Prize Winner, one (1) First Prize Winner, and one (1) Second Prize Winner for this Sweepstakes.

**GRAND PRIZE:** One (1) Grand Prize Winner will receive:

- One (1) GT Men's Aggressor Pro Mountain Bike  
The Approximate Retail Value ("ARV") of the Grand Prize package is: \$599.00

**FIRST PRIZE:** One (1) First Prize Winner will receive:

- One (1) Perception Rhythm 11 Kayak

**SECOND PRIZE:** One (1) Second Prize Winner will receive:

- One (1) Lifetime Fathom 10 Stand-Up Paddle Board.

The Approximate Retail Value ("ARV") of First Prize package: \$549.00.

The Approximate Retail Value ("ARV") of Second Prize package: \$399.00.

The total Approximate Retail Value ("ARV") of all Sweepstakes Prizes is: \$1,547.00.

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

**PRIZE RESTRICTIONS:** Prize is awarded "as is" with absolutely no representations or warranties of any kind, either express or implied, from Sponsor and/or Administrator. To the fullest extent permitted by law, Sponsor and/or Administrator disclaim any and all representations and warranties in connection with this sweepstakes and any prize.

All details of Prize will be determined by Administrator in its sole discretion. Sponsor and/or 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 (not limited to federal, state, local and/or income taxes and travel and transportation costs associated with collecting the prize) are the sole responsibility of 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, Buick Motor Division and GMC Motor Division, General Motors LLC, Jack Morton Worldwide, 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 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. Under no circumstances will more than the advertised number of prizes be awarded. 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 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 Polk County, Iowa (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 Iowa, without giving effect to any choice of law or conflict of law rules (whether of the State of Iowa or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Iowa.

**WINNER'S NAME:** The name of the Sweepstakes Prize winner will be available after October 22, 2018 and may be obtained by sending a self-addressed stamped envelope to: Winner's Name, Select Iowa Buick/GMC-Get Adventurous Sweepstakes, c/o Synergy Marketing Partners, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148, for receipt no later than November 22, 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:** Select Iowa Buick GMC Dealers, 1405 SE Oralabor Road, Ankeny, IA 50021.

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