

# MIAMI INTERNATIONAL AUTO SHOW VEHICLE SWEEPSTAKES OFFICIAL RULES

Void outside the 50 United States, District of Columbia and where prohibited. Do not proceed to enter if you are not at least 18 years of age and a legal resident of and located within one of the 50 United States or the District of Columbia at the time of entering and have a U.S. valid, State of Residence issued Driver's License. By participating, you agree to be bound by these Official Rules and the decisions of the Sponsor which are binding and final in all matters relating to this Sweepstakes.

## SWEEPSTAKES PERIOD

The Sweepstakes begins on September 28, 2018 at 12:01 a.m. and ends on October 13, 2018 at 10:00 p.m. (the "Term").

## SPONSOR

Sweepstakes are offered by the South Florida Automobile Dealers Association, Inc., and will be promoted by Miami International Auto Show online and in print. NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

## HOW TO ENTER

(1) During the term, visit <http://www.miamiautoshow.net/CarGiveaway> (a "Website") and follow instructions therein provided to submit a completed online entry form and receive one entry into the Sweepstakes; or during the term, visit Kiosks located at the Miami International Auto Show and follow instructions provided to submit the entry form and receive one (1) entry into the Sweepstakes.

(2) You can complete an official entry form at the Miami International Auto Show during the Term providing the information requested. Once the entry is completed, with your name, address, phone number and email address and submitted, you will receive one (1) entry.

(3) You can mail-in an official entry form during the Term found on <http://wviw.SFLiautoshow.net/>, the Miami International Auto Show and participating McDonald's® Restaurants. Print the information requested with your name, mailing address (no P.O. Boxes), email address and phone number and mail to: [625 NE 124th Street, North Miami, Florida 33161](mailto:625 NE 124th Street, North Miami, Florida 33161). Illegible entries and entries with P.O. boxes are void.

There is no cost to register or enter. Online entries generated by script, macro or other automated means or practices, or by any means which subvert the entry process will be void. All mail-in entries must be submitted no later than October 15, 2018 to be eligible. All entries become the property of Sponsor and will not be returned.

### **LIMIT**

Limit one (1) sweepstakes entry per person, address, or email address no matter what method of entry is used. Any attempt by any participant to obtain more than the allowed 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. All entries become the property of Sponsor, and will not be returned. Sponsor will not accept forged, altered mechanically reproduced or facsimile entries.

### **ELIGIBILITY**

This Sweepstakes is open to legal residents of the 50 United States and the District of Columbia, 18 years of age or older and have a valid state of residence issued driver's license. Employees of Sponsor and any other organization affiliated with the Sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and each of their respective parents, agents, affiliates, subsidiaries, and advertising and promotion agencies, and their immediate family members (regardless of where they reside) or household members, whether or not related, are not eligible to enter or win. "Immediate Family Members" shall mean spouses, parents, step parents, children, step children, siblings, step siblings, and their respective spouses. "Household Members" shall mean people who share the same residence at least three months a year.

**Prizes:** Sponsor will award a new 2018 Nissan Kicks.

**Winner Selection:** The potential winner will be selected in a random drawing on October 16, 2018 at 1:00 p.m. (EST) from among all eligible entries received throughout the Term. The drawing will be conducted by the Sponsor. Potential winners need not be Present at the place, date and time of the drawing to win. Any potential winner will be contacted by e-mail or by phone at the e-mail address or phone number provided on the registration page. Winners will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and, where lawful, Publicity Release within four (4) calendar days of notification. Failure to return the documents and/or requested information, or the return of any prize notification as undeliverable, or if a winner is found to be ineligible or otherwise not in compliance with these Official Rules, the prize will be forfeited and an alternate winner may be selected in a random drawing from among all remaining eligible entries who were present at the initial drawing. There will be three (3) alternate drawings after which the prize will remain un-awarded. The prize will be fulfilled

within four (4) weeks after the conclusion of the promotion. All decisions of Sponsor are final. The odds of winning the prize are dependent upon number of eligible entries received.

**Prize Restrictions:** The prize is non-transferable, and no substitutions are allowed except by Sponsor, who reserves the right to award a prize of equal or greater value, should the prize become unavailable for any reason. Any and all taxes and costs associated with the receipt and use of the prize are the responsibility of the winner. The winner must enter into a written agreement with the originating new motor vehicle dealer and must execute any and all other documents necessary, required, or otherwise pertinent to the purchase and/or acquisition of the subject vehicle. Winner is responsible for all obligations reflected in the agreement, including, but not limited to, the securing and maintaining of liability, comprehensive and collision insurance in amounts and limits Required under the agreement or otherwise required by law. Winner is responsible for all tax, title and registration costs and fees associated with the purchase and/or acquisition of the vehicle. By accepting any prize, winner consents to use of his/her name or likeness for advertising/publicity purposes without further consideration, except where prohibited by law.

**Prize List:** To request confirmation of the name and address (city and state) of the winner, please send a self-addressed, stamped business size envelope by United States mail to [625 NE 124th Street, North Miami, Florida 33161](mailto:625 NE 124th Street, North Miami, Florida 33161).

## **PRIVACY**

Registration by filling out an entry form is required to enter the Sweepstakes. When you register, we collect personal identifying information about you, including your name, legal mailing address, and e-mail address. The information that you provide will be added to a centralized data base and you will simultaneously be registered for Sponsor's other website as well. By entering and providing the required registration information, you acknowledge that Sponsor or third parties authorized by Sponsor may send you information, or special offers it believes may be of interest to you offered by Sponsor or third parties authorized by Sponsor. Sponsor may also include your name and postal address in postal address lists that Sponsor sells or rents to third parties for marketing purposes. Your email address may be sold or rented to third parties. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS SWEEPSTAKES.

## **ARBITRATION**

Except where prohibited by law, as a condition of participating in this Sweepstakes, Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes, or the prize awarded, shall be resolved individually without resort to any form of class action, and exclusively by final and

binding arbitration under the Rules of the American Arbitration Association and held in Miami, Miami-Dade County, Florida; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; (3) Judgment upon such arbitration award may be entered in any Court having jurisdiction. Under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental or consequential damages, including attorney's fees or any other damages, other than for Entrant's actual out of pocket expenses (i.e., loss associated with participating in this Sweepstakes, and Entrant further waives all rights to have damages multiplied Or increased.

### **RELEASE**

By participating in this Sweepstakes, Entrant agrees to release Sponsor, and any other organization, affiliated with the Sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes and each of their respective parents, agents, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising out of any manner, in whole or in part, directly or indirectly, from participation in this Sweepstakes and/or acceptance, use or misuse of the prize.

### **OTHER**

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, undelivered, garbled or misdirected entries or registrations; or for lost, interrupted, or unavailable network, server, Internet Service Provider (ISP), website, or other connection availability or miscommunications or failed computer, satellite, telephone or cable transmissions, lines or technical failures, or jumbled, delayed or misdirected transmissions or computer hardware or software malfunction, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prize, or in any Sweepstakes-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking or by any other equipment or programming associated with or utilized in the Sweepstakes. Released Parties are not responsible for injury or damage to entrants or to any other person's computer related to or resulting from participation in the Sweepstakes or downloading materials from or use of the website. Sponsor reserves the right, in its sole discretion, to disqualify any person tampering with the entry process, the operation of the website, or otherwise in violation of these Officials Rules. Sponsor further reserves the right, in

its sole discretion, to cancel, terminate or modify this Sweepstakes if the Sweepstakes is compromised by virus, technical corruption, nonauthorized human intervention, or any other cause which, in the sole discretion of the Sponsor, corrupt or affects its administration, security, fairness, proper play or integrity of the Sweepstakes. In the event of cancellation or termination, Sponsor reserves the right to select the potential winner in a random drawing from among all eligible, non-suspect entries received and combined prior to date of cancellation or termination. In the event of a dispute regarding online entry, entry will be deemed made by the authorized account holder of the e-mail account associated with the entry and he/she must comply with these Official Rules. The authorized account holder is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning e-mail addresses. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEY'S FEES) AND ANY OTHER REMEDIES FROM SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Except where prohibited by law, entry constitutes permission to use each entrant's name, home town (city and state), voice, biographical information, likeness, photograph and any statements regarding this Sweepstakes in all media now known or hereafter discovered, for any purpose, including without limitation, in connection with, and to promote, market or advertise, the Sweepstakes, in whole or in part, without review, approval, credit or attribution, notification or payment from or to entrant or any person or entity worldwide, in perpetuity, or on the winner's list if applicable. Sweepstakes is subject to all applicable U.S., Federal, State and Local Laws and Regulations. Winner will be issued an IRS I 099 form in the amount of the prize retail value as stated herein.