

NEED A USED CAR?



GENERAL PROMOTION RULES

Except to the extent set forth in the specific rules for a particular promotion, these general promotion rules will apply to all Promotions conducted by Off Lease Only, Inc. To the extent that the specific rules for a particular Promotion differ from these general promotion rules, the specific rules for that particular promotion will govern and control the conduct of such Promotion. A copy of these general Promotion rules, along with any specific Promotion rules if/when applicable, are available (i) during regular business hours, Monday through Friday (excluding holidays) 9:00 AM to 5:00 PM, at Off Lease Only, Inc.'s Broward County location at 827 South State Road 7, North Lauderdale, FL 33068 (the "Dealership"), and (ii) on Off Lease Only, Inc.'s website at <https://offleaseonly.net/-legal/>. For directions to the Dealership, or for questions and additional information about Dealership Promotions or prizes, call 561-222-2277, and ask to speak with someone in Marketing.

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

1. How to Enter and Win.

- a. For particular promotions, contests, and sweepstakes governed by these general promotion rules ("Promotion(s)"), Off Lease Only, Inc. will provide the following Promotion-specific information as applicable: (i) when to enter the Promotion and/or the deadline for entering the Promotion (the "Entry Period"); (ii) how to enter the Promotion; (iii) the time(s), date(s), location(s) (if applicable), and method(s) for selecting or otherwise determining any qualifier(s), semi-finalist(s), finalist(s) (collectively hereinafter "Qualifier(s)"), winner(s) and/or grand prize winner(s), as applicable; and (iv) a description and approximate value of the prize(s) to be awarded ("Promotion Terms").
- b. The entry process may require Entrants to login to, or to create, a free account with the third party provider of a software platform used by the Dealership for such Promotion(s) ("Software Provider"), by going to the Website, clicking on the Promotion entry link, and completing and submitting the online registration form with all required information.
 - i. Limit one (1) account per email address and some Promotions may limit one (1) Promotion entry per account, as announced.
 - ii. Software Provider is not a sponsor of such Promotions, but Entrants may be required, as part of the entry process, to agree and consent to their terms of service and/or privacy policy, both of which will be available via

- a link during the entry or account registration process (collectively, the “Software Provider Policies”).
- iii. While agreement to the Software Provider Policies may be required in order to enter a Promotion, the Software Provider Policies are not a part of these Promotion rules but are a separate agreement between the Entrant and Software Provider. In the event of any conflict between the Software Provider Policies and Promotion rules, Dealership Promotion rules will govern.
 - iv. The Dealership is not responsible for any error or technical malfunctions associated with the Software Provider site that may affect any entrant’s ability to enter, to win, or to be properly considered in a Promotion, regardless of the cause. In the event of a malfunction associated with the Software Provider site that Dealership (in its sole discretion) deems to materially and adversely affect a Promotion, Dealership reserves the right to suspend a Promotion, terminate a Promotion without a winner, terminate a Promotion and select a winner early, provide alternative means of entry or any other changes to these Promotion rules that Dealership deems appropriate under the circumstances. Any such changes, terminations or suspensions will be announced on air and/or posted on the Dealership’s website, if applicable.
 - v. Employees of Software Provider and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win a Promotion.
- c. The entry process may require Entrants to login to, or to create, a free account with a third party social media network, including without limitation Facebook, Twitter, or Instagram (“Social Media Network(s)").
- i. Such Social Media Network site operators are not sponsors, endorsers, and/or administrators of Promotions, and are not affiliated with the Dealership or its Promotions in any way. Dealership cannot control certain factors relating to such Social Media Networks, including, without limitation, errors, cancellation of user accounts, and/or any technical malfunctions that may affect any Entrant’s ability to enter, win, view, be advised of, be eligible for or be properly considered in a particular Promotion.
 - ii. By entering a Promotion by means of a Social Media Network, you are authorizing Dealership to access, utilize and/or pre-load to an entry form, applicable portions of your Social Media Network profile information. Entry information provided in Promotions through social networking sites is being provided to Dealership, not the associated Social Media Network site operator.
 - iii. Dealership reserves the right, at any time and for any reason or for no reason, to disassociate any person from its Social Media Network

page/following by any means then technically available to it (for example, “blocking” a Fan from liking the Dealership ’s Facebook page).

- iv. Employees of Social Media Network and its affiliates, their respective parents, affiliates, subsidiaries, advertising sponsors and promotional agencies, and the immediate family members of each are not eligible to win a Promotion.
2. Eligibility. All entries submitted must comply with the following guidelines.
- a. The Promotion is open to all legal residents of the Continental United States of America and Hawaii and Alaska, who are 18 years of age or older at the time of entry. Promotions are subject to all applicable federal, state and local laws and regulations. Void outside of the United States, as applicable, and where prohibited.
 - b. The winner must complete a W-9 tax form upon Promotion completion. Completed W-9 tax form is required for any prize for tax recording purposes only. Information contained on the W-9 tax form will not be used or released for any other purpose.
 - c. Entrants must provide truthful information on entries. Any entry from the Dealership discovers to be false or fraudulent will be disqualified. The Dealership will disqualify any entry from any individual who does not meet the eligibility requirements, and will also reject any entry as required by law.
 - d. Promotion submissions must be submitted and received before the registration deadline.
 - e. Only one entry per person and one entry per email address are permitted.
 - f. By submission of an entry to a Promotion, entrants hereby expressly consent to the receipt of a confirmatory bounce-back message related to a Promotion either via email or text message and any promotional advertising as may be sent by the Dealership or third parties on its behalf. Entries will be deemed made by the authorized account holder of the mobile account that used to submit the entry at the time of entry. The authorized account holder is the natural person who is assigned to the text or mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers or the owner of the domain associated with the submitted email address. Multiple entrants are not permitted to share the same mobile telephone number.
 - g. Use of any device to automate entry is prohibited. Proof of submission of an entry shall not be deemed proof of receipt by the Dealership. The Promotion administrator’s telephone system is the official time keeping device for the Promotion.
 - h. Entries will be disqualified if incomplete and/or if prohibited multiple entries in excess of the stated limit are received. All entries become the property of the Dealership and will not be acknowledged or returned.
 - i. By participating in the Promotion, entrants agree (a) to be bound by these Official Rules; (b) as between the entrant and the Dealership, that the decisions of the Dealership is final on all matters relating to the Promotion; (c) in the event that

the entrant does not comply with these Rules, that entrant will be disqualified and the prize (if any) will be forfeited; and (d) the potential winner and/or finalist must be available to participate in any portion of the Promotion that participation may be required to be considered eligible.

3. Prizes.

- a. No more than the advertised number of prizes shall be awarded. The prize is subject to certain terms and conditions as specified herein. A prize may not be sold, traded, or commissioned, and is not exchangeable, transferable, substitutable, or redeemable for cash except in the Dealership's sole discretion. Prize details and availability are subject to change. The prize will only be awarded if properly claimed according to the Official Rules. All costs and expenses related to the prize acceptance, the prize, and/or prize use not specified herein as being provided are the sole responsibility of winner(s).
- b. All prizes provided by: Off Lease Only, Inc.
- c. The odds of winning are based on the amount of entries.
- d. Prize(s) will be released to winners only. Prizes will not be mailed, unless otherwise determined by the Dealership, at its sole discretion. All prizes awarded must be picked up at the Dealership during normal business hours (as described above), unless otherwise specifically directed by Dealership. Prizes not claimed within thirty (30) business days of being advised by Dealership that the prize is available for pick-up, or in the case of a time sensitive prize within its period of usability if shorter than 30 business days, will be considered forfeited without notice to the winner, and will become property of the Dealership. Such prize may be disposed of at the discretion of the Dealership Management.
- e. Conditions and restrictions may apply. Limit: One (1) prize per person/household. ALL PRIZES ARE AWARDED "AS IS" AND THE DEALERSHIP DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES, OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.
- f. Any prize that is awarded in the form of a gift certificate or gift card, the use and/or redemption of such certificate or card may be subject to additional terms and restrictions, including without limitation expiration date, specific locations at which such certificate or card may be redeemed, may be based on availability and may include black-out periods, restrictions or excluded items (i.e., tax, tips, alcoholic beverage, or goods from a particular manufacturer). Gift certificates are only redeemable at the locations for which they are specified.

4. Winner Selection and Notification.

- a. Potential Promotion winner(s) is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. **The Dealership reserves the right to determine an alternate winner in accordance with these Official Rules in the event that that any winner is disqualified, cannot be contacted, or is deemed ineligible for any reason, or is not available to participate in any applicable Promotion events.**
 - b. The Dealership is not responsible for any change of email address, mailing address, and/or telephone number of entrants. The Dealership is not responsible for and shall not be liable for late, misdirected or unsuccessful efforts to notify a finalist and/or potential winner(s).
 - c. Any prize involving the award of cash will be fulfilled in the form of a company check payable to the verified winner only and made available six (6) to eight (8) weeks from the date upon which the winner completes and submits all documents required by the Dealership.
5. Waiver Form.
- a. As a condition of participating in the Promotion, entrants agree and acknowledge that in order to receive a prize and be deemed a winner, entrants must sign an official waiver form provided by the Dealership and agree to the terms herein, including but not limited to the prize conditions. The potential prize winner may (in Dealership's sole discretion) be required to sign and return a declaration of eligibility and any other form necessary to verify eligibility, along with the required releases within twenty four hours after the first delivery attempt to entrants e-mail address in order for the potential prize winner to be qualified for the prize, unless otherwise stated herein or at the time of notification. The potential prize winner's failure to return all required forms within this time period may result in the potential winner being disqualified and, in such event, the Dealership may award the prize to an alternate winner from among all remaining eligible entries, as determined by Dealership in its sole and discretion.
6. Use of Personal Information.
- a. The Dealership will retain the entrant's personal data for a reasonable period of time to enable it to send that entrant any prize that they have won and to verify that these Official Rules have been complied with, and for accounting purposes. This data may be passed to a third party to enable such third party to fulfill any necessary requirements relating to the award of a prize. Any other use of personal data will be in accordance with, and subject to applicable law. Entrant will have the opportunity to opt-out to receive emails from the Dealership or third parties. In the event that entrant fails to opt out of any available opportunities to receive information from the Dealership or a third party, that may or may not be associated with a Promotion, entrant understands and acknowledges that his/her

information will be provided to such third party and may be used by the Dealership or third party as set forth in the third party's privacy policy.

7. Conditions.

- a. Payment of all federal, state and local taxes are solely the responsibility of the winner(s). Winner(s) will be required to complete and submit an IRS Form W-9 or the equivalent including the winner's full Social Security Number for receipt of the prize. Failure to submit a completed W-9 or equivalent will result in disqualification and forfeiture of the prize.
- b. Participation in the Promotion and acceptance of a prize constitutes a winner's permission for the Dealership or its agents to photograph, film and record each winner, and to use his/her name, address (city and state), likeness, photograph, voice, biographical information and/or any statements made by him/her regarding the Promotion or its sponsors for purposes of trade, publicity or promotion without additional financial or other compensation, and, the Dealership may, where legal, require a winner (and guest if applicable) to sign a publicity release confirming such consent prior to acceptance of the prize.
- c. By participating in the Promotion, entrants:
 - i. Agree to grant the Dealership a non-exclusive, perpetual, worldwide license to edit, telecast, exhibit, rerun, reproduce, use, syndicate, license, print, distribute and otherwise exploit the items (including any photos, videos, audio, or written material) submitted as part of the Promotion entry (the "Materials"), or any portion thereof, in any manner and in any and all formats and media now known or hereafter devised, without payment to the entrant or any third party.
 - ii. **PARTICIPATION IN A PROMOTION AND/OR ACCEPTANCE OF PRIZE(S) CONSTITUTES AGREEMENT BY ENTRANT AND/OR WINNER (AND BY WINNER'S GUEST(S) IF APPLICABLE) RELEASE, FOREVER DISCHARGE, INDEMNIFY, AND HOLD HARMLESS DEALERSHIP, ITS AFFILIATES, PARENTS, ASSIGNS, SUCCESSORS, EMPLOYEES, PARTICIPATING SPONSORS, AGENTS AND ALL OTHERS CONNECTED WITH THEM AND THE PROMOTION AND/OR EVENT (THE "RELEASED PARTIES") FROM ANY AND ALL LIABILITY, CLAIMS, ACTIONS, AND DAMAGES SUSTAINED OR INCURRED BY PARTICIPATION IN THE SAID PROMOTION, PROMOTION, AND/OR EVENT AND THE RECEIPT AND USE OF ANY PRIZE(S) AWARDED (IF ANY) THROUGH SUCH PROMOTION AND/OR EVENT ARISING IN ANY MANNER WHATSOEVER, INCLUDING BUT NOT**

LIMITED TO AN ACT OR OMISSION, WHETHER NEGLIGENT, INTENTIONAL OR OTHERWISE CAUSED BY STATION, ITS AFFILIATES, PARENTS, ASSIGNS, SUCCESSORS, EMPLOYEES, SPONSORS, AGENTS AND ALL OTHERS CONNECTED WITH THEM AND THE PROMOTION AND/OR EVENT. IN THE EVENT THAT THE ASSOCIATED PROMOTION IS ADMINISTERED BY THE DEALERSHIP (IN WHOLE OR IN PART) VIA A FACEBOOK PAGE, ENTRANTS UNDERSTAND AND AGREE THAT THE FOREGOING LIABILITY RELEASE AND INDEMNIFICATION IN THIS SECTION WILL ALSO INCLUDE THE RELEASE AND INDEMNIFICATION OF FACEBOOK BY ENTRANT IN THE SAME MANNER IN WHICH DEALERSHIP IS RELEASED AND INDEMNIFIED.

- iii. Acknowledge that the Dealership reserves the right, in its sole discretion, not to use the Materials at all; and
 - iv. Represent and warrant that the entrant is 18 years of age or older; the entrant has the full legal right, power and authority to grant to the Dealership the license provided for herein; the entrant owns or controls the compete exhibition and other rights to the Materials submitted for the purposes contemplated in this license; and neither the Materials nor the exercise of the rights granted herein shall infringe upon or violate the right of privacy or right of publicity of, or constitute a libel or slander against, or violate any common law or any other right of any person or entity.
- d. Prior to awarding any prize or prize certificate, the Dealership in its sole discretion may require verification of Promotion winner's or winners' identification by a showing of a valid government-issued photo identification. By participating and or accepting a prize, entrants and winner(s) agree to release and hold harmless the Dealership, its sponsor(s) and promotional partner(s), its advertising and promotion agencies, and each of their respective parent, subsidiary and affiliated entities, and the officers, shareholders, directors, employees, agents, representatives, successors, and assigns of each of them (collectively, the "Released Parties") against any and all claims or liability arising directly or indirectly from the prize or participation in the Promotion. The Dealership may also require eligible Promotion winner(s) to sign a liability release confirming such consent.
- e. The Dealership in its sole discretion, reserves the right to disqualify any person (and all of their entries) from a Promotion if he or she tampers with the entry process, the operation of the Promotion, or the operation of the Dealership's website, Facebook page, and/or any other social networking site used in the Promotion, or is otherwise in violation of the rules. The Dealership further

reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion, or any part of it, if it is not capable of completion as planned or if any fraud, technical failures or any factor beyond the Dealership's control, including infection by computer virus, bugs, tampering, unauthorized intervention or technical failures of any sort, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion as determined by the Dealership in its sole discretion. Any attempt by an entrant or any person to deliberately damage any Dealership website, Facebook page, and/or any other social networking site used in the Promotion or to undermine the legitimate operation of a Promotion may be a violation of criminal and civil laws. Should such an attempt be made, the Dealership reserves the right to seek full prosecution and/or damages from any such individual to the fullest extent permitted by law. The Dealership's failure to enforce any term of these Official Rules shall not constitute a waiver of this provision. If due to circumstances beyond the control of the Dealership, any competition or prize-related event is delayed, rescheduled, postponed or cancelled, the Dealership reserves the right, but not the obligation, to modify, terminate, suspend or cancel the Promotion and shall not be required to award a substitute prize.

- f. The Released Parties are not responsible for (i) typographical errors in the printing, the offering or the administration of the Promotion, or in the announcement of the prize; (ii) entries not received due to difficulty accessing the internet, service outage, or delays, computer difficulties, malfunctions, disconnections, other technological failures, telephone service outages, delays, dropped calls, or busy signals, or any other difficulties that may prevent an individual from sending or receiving a text message; or (iii) lost, stolen, mangled, misdirected, postage due, illegible, incomplete, incorrect, or late entries. Further, the Released Parties are not responsible for any part of a Promotion prize that cannot be awarded due to acts of God, acts of war, natural disasters, weather, acts of terrorism, or other factors beyond the Dealership's control.
 - g. To obtain a copy of the Official Rules or a list of winner(s) following completion of the Promotion (please specify which), send a self-addressed, stamped envelope (VT residents may omit return postage) specifying the Promotion's name to ATTN: Legal Department, Off Lease Only, Inc., 827 South SR 7, North Lauderdale, Florida 33068. A copy of the Official Rules and a list of winner(s) when complete are also available during regular business hours at this same address. All such requests must be received within thirty (30) days of the Promotion.
8. Terms of Use Agreement and Privacy Policy.
- a. By entering a Promotion, the entrant agrees to the Dealership's Official Rules and to the use of the entrant's personal information as described herein.

9. Dispute Resolution:

- a. Any and all disputes shall be resolved under the laws of the State of Florida and all contestants agree that any arbitration hearing shall be heard in Broward County, Florida. Offer void in Puerto Rico and where prohibited by any federal, state and local laws. Any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration before the American Arbitration Association. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event shall attorney's fees be awarded.

10. Compliance with Law and Governing Law.

- a. Issues and questions concerning the construction, validity, interpretation and enforceability of the Promotion Official Rules, or the rights and obligations of entrant and Dealership in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, U.S.A., without giving effect to the conflict of laws rules thereof.

Off Lease Only, Inc., 827 South SR 7, North Lauderdale, Florida 33068.