

# NEED A USED CAR?



## TOP PHOTO FB CONTEST OFFICIAL RULES

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

### 1. Promotion Dates.

- a. The Top Photo FB Contest (“Promotion”) will have five rounds (each an “Entry Period”) of voting:
  - i. First Round: begins Friday, October 2, 2020 at 12:00 PM and will end on Monday, October 5, 2020 at 4:00 PM Eastern Standard Time.
  - ii. Second Round: begins Friday, October 9, 2020 at 12:00 PM and will end on Monday, October 12, 2020 at 4:00 PM Eastern Standard Time.
  - iii. Third Round: begins Friday, October 16, 2020 at 12:00 PM and will end on Monday, October 19, 2020 at 4:00 PM Eastern Standard Time.
  - iv. Fourth Round: begins Friday, October 23, 2020 at 12:00 PM and will end on Monday, October 26, 2020 at 4:00 PM Eastern Standard Time.
  - v. Fifth Round: begins Friday, October 30, 2020 at 12:00 PM and will end on Monday, November 2, 2020 at 4:00 PM Eastern Standard Time.
- b. The deadline to vote for each Entry Period is:
  - i. First Round: Monday, October 5, 2020 at 4:00 PM Eastern Standard Time.
  - ii. Second Round: Monday, October 12, 2020 at 4:00 PM Eastern Standard Time.
  - iii. Third Round: Monday, October 19, 2020 at 4:00 PM Eastern Standard Time.
  - iv. Fourth Round: Monday, October 26, 2020 at 4:00 PM Eastern Standard Time.
  - v. Fifth Round: Monday, November 2, 2020 at 4:00 PM Eastern Standard Time.

### 2. Entry.

- a. Participants who already submitted a qualifying photograph during the “We Miss Your Car!” promotion are automatically entered. New participants must submit a qualifying photograph prior to the last Entry Period via email at [Social@OffLeaseOnly.com](mailto:Social@OffLeaseOnly.com) with the subject line “Top Photo FB Contest”, and include the participant’s name, address, and telephone number. Each participant

will be notified by Dealer vial e-mail when their photograph will be posted on Dealer's Facebook page during one of the above Entry Periods. Participants must then tag themselves and @offleaseonly on the photograph and ask their Facebook friends to vote (*ie.*, "Like", comment, and share) for their photograph during the given Entry Period. The Participant with the most "Likes", comments, and shares of their photograph after the end of each Entry Period will be announced the winner for that Entry Period. Each winner will be announced by 6:00 PM Eastern Standard Time the Monday after the end of each Entry Period.

3. 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. Employees of Off Lease Only LLC (the "Dealership"), any subsidiary or affiliated entities, its advertising agencies, participating sponsors/promotional partners, and the members of their immediate families (spouse, parents, siblings or children) or households (whether related or not) are ineligible to participate or win. The Promotion is subject to all applicable federal, state and local laws and regulations. Void outside of the United States, as applicable, and where prohibited.
  - b. 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.
  - c. Proof of eligibility may be required to claim prize.
  - d. Promotion submissions must be submitted and received before the registration deadline.
  - e. Only one entry per person is permitted per Entry Period.
  - f. By submission of an entry to this contest, entrants hereby expressly consent to the receipt of a confirmatory bounce-back message related to this 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 contest 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 more than 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.

4. Prizes.

- a. Prizes. The Participant with the photograph with the most “Likes”, comments, and shares by the end of each Entry period will receive a one hundred-dollar (\$100.00) Gas Card and will be featured on our social platforms. The gas card is not redeemable for cash.
- b. 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 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).
- c. All prizes provided by: Off Lease Only LLC.
- d. The odds of winning are based on the amount of entries.
- 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.

5. Winner Selection and Notification.

- a. All winners will be announced by 6:00 PM Eastern Standard Time the Monday after the end of each Entry Period on Off Lease Only LLC social media platforms.
- b. Potential contest 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.**

- c. The potential winner will be notified by social media message, electronic mail, or phone at the phone number provided on the entry form. **THE DEALERSHIP WILL CONTACT THE POTENTIAL WINNER THREE (3) TIMES WITHIN ONE (1) HOUR. THE POTENTIAL WINNER MUST ANSWER ONE OF THE CALLS. IF THE POTENTIAL WINNER DOES NOT RESPOND WITHIN THAT HOUR, THE POTENTIAL WINNER WILL BE DISQUALIFIED AND DEALERSHIP WILL SELECT AN ALTERNATE WINNER BASED ON THE ABOVE CRITERIA, WHO WILL ALSO BE NOTIFIED IN THE SAME METHOD ON THE SAME DAY. Dealership is not obligated to leave a voicemail or other message when contacting the potential winner.** Notification is deemed to have occurred immediately upon placing of a phone call. 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).
  - d. Unless otherwise specified in the prize notification, all prizes or prize certificates will be sent electronically to the Prize Winner. Prize or prize certificates will not be mailed to the winner(s) without the winner's or winners' prior written consent in which the winner(s) shall agree to assume its risk of loss. The Dealership, its sponsor(s), or promotional partner(s) are not responsible for the safe arrival of a prize or prize certificate. Prizes not claimed within thirty (30) business days of winning, will be considered forfeited without notice to the winner, and will become property of Dealership. Such prize may be disposed of at the discretion of Dealership.
6. 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.

7. 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 this 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.

8. 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 a winner's full Social Security Number for receipt of any prize valued at \$600 or more or for any prizes awarded by the Dealer in a calendar year with an aggregate value of \$600 or more. Failure to submit a complete 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 contest 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. acknowledge that the Dealership reserves the right, in its sole discretion, not to use the Materials at all; and

- iii. 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 this 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 this 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 "Top Photo FB Contest Official Rules" or "Top Photo FB Contest Winner List" to Top Photo FB Contest Promotion, Off Lease Only LLC, 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 this Promotion.
9. Publicity
- a. Use of Personal Information. By participating, where allowed by law, all winner(s) grant Off Lease Only LLC exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with the specific promotion and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in a Contest, where allowed by law, participants agree that the Company may use such information for marketing purposes, and may include the names of winners in a publicly available winners' list.
10. Terms of Use Agreement and Privacy Policy.
- a. By entering this Promotion, the entrant agrees to these Official Rules and to the use of the entrant's personal information as described herein.
11. Compliance with Law and Governing Law.
- a. Issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Dealership in connection with the Contest, 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 LLC, 827 South SR 7, North Lauderdale, Florida 33068.