

2020 Hagerty Get Out and Drive Scavenger Hunt Official Rules

ELIGIBILITY

The promotion is open to all Hagerty members within a fifty (50) mile radius of Portland, OR, who are of the age 18 or older. By entering this promotion, participants agree to abide by all terms of these Official Rules. Participants will be automatically disqualified for any failure to conform to these Official Rules. This promotion is subject to all applicable local, state, and federal laws and regulations and is void wherever prohibited or restricted by law. Employees of Hagerty and their immediate families, and any affiliates or partners of Hagerty are not eligible to win.

SPONSOR

Hagerty Insurance Agency, LLC ("Hagerty"), 121 Drivers Edge, Traverse City, MI 49684.

TIMING

The Promotion will begin on September 18, 2020, at 12:01 a.m. Pacific Time ("PT") and will end on September 20, 2020, at 11:59 p.m. PT (the "Contest Promotion Period").

PRIZES

- There will be five (5) Prizes awarded at the end of the Contest Promotion Period. Prizes include:
 - Griots Garage Detailing Bag with Products & Buffer (\$300 value)
 - Local Oregon Winery Basket (\$200 value)
 - \$200 American Express Card
 - \$150 Gift Card to The Shop by Hagerty
 - \$150 Gift Card to The Shop by Hagerty
- Prize winners will be contacted within five (5) business days via email after the Contest Promotion Period ends. Winners have five (5) business days to respond to Hagerty and provide evidence of eligibility and accept the prize. Should the 1st winner selected fail to provide evidence of eligibility and/or communicate acceptance of the Prize, a new winner will be selected and provided the same timeframe for response, and so on, until winners meet eligibility requirements and accepts the Prize.
- Prizes will be shipped to the prize winners provided address.
- Winners are responsible for all federal, state, and local taxes and may be required to fill out a W-9 Form (or other applicable tax reporting form).

HOW TO ENTER AND WIN A PRIZE

Participants may enter to win a Prize by submitting a photo of ten (10) of twenty (20) specific landmarks with their car in the photo, OR, by submitting a 3 x 5 inch post card to Hagerty Get Out and Drive Sweepstakes, with the entrant's name, address, email address and phone number to PO Box 1303, Traverse City, MI, 49684. Participants may submit up to one (1) entry total within the promotion period.

Winners will be selected by random drawing from all eligible entries received within the Promotion Period. Only one Grand Prize will be awarded.

NO PURCHASE NECESSARY TO ENTER NOR WIN.

ODDS OF WINNING

Odds of winning the Grand Prize are dependent upon the number of entries received.

PROMOTION RESULTS

The name of the prize winners will be announced on the Hagerty Community website after acceptance of their prize. Information about contest winners is also available by contacting Hagerty.

REQUIREMENTS

By participating in this promotion, Participants agree to be bound by these rules.

GENERAL TERMS AND CONDITIONS

Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied, by Sponsor. No prize substitutions or cash alternatives are available; except Sponsor reserves the right to substitute a prize of equal or greater value should the prize be unavailable. Sponsor reserves the right, in its sole discretion, to cancel or suspend this promotion should causes beyond Sponsor's control corrupt

the administration, security, or proper play of the promotion. Decisions of Sponsor are final and binding in all matters, except as stated otherwise herein.

LIMITATIONS OF LIABILITY

Hagerty is not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, or by any of the equipment associated with or utilized in the promotion; (2) mechanical failures of any kind, including, but not limited to malfunctions, interruptions, or faulty equipment; (3) unauthorized human intervention in any part of the promotion; and (4) any error that may occur in the administration of the promotion, the processing of entries, the announcement of the prizes, or in any promotion-related materials. Entrants agree not to institute any claim against, and to release and hold harmless, Hagerty and its owners, officers, directors, employees, agents or representatives from any and all liability whatsoever for any injuries, losses, costs, taxes, expenses, emotional distress or damages of any kind, direct or indirect, arising from or in connection with participation in this promotion or the acceptance, use or misuse of any prize. Entrants also waive all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees and costs.

DISPUTES

Except where prohibited, participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, will be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Michigan or the appropriate Michigan State Court; (2) any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion (if any), but in no event does this include attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the promotion, will be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.