

## **2020 Hagerty Pumpkin CARving Official Rules**

### **ELIGIBILITY**

The promotion is to all U.S. and Canadian citizens (excluding Quebec). 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 Media Properties ("Hagerty"), 121 Drivers Edge, Traverse City, MI 49684.

### **TIMING**

The Promotion will begin on October 14, 2020, at 6:00 a.m. Eastern Time ("EST") and will end on November 1, 2020, at 11:00 p.m. EST (the "Contest Promotion Period").

### **PRIZES**

There will be two (2) Prizes awarded at the end of the Contest Promotion Period. Prizes include:

One (1) automotive gift basket valued at Two Hundred Dollars (\$200 USD) for those artists ages 15 years and under; and  
One (1) automotive gift basket valued at Five Hundred Dollars (\$500 USD) for those artists ages 16 and up.

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 1<sup>st</sup> 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.

\*Canadian Participant will be asked to answer a Skill Test Question and must respond with the correct answer to receive the Prize. That winner has five (5) business days to respond to Hagerty with the correct answer and accept 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 their car-themed pumpkin carving to the CARving Contest thread on Hagerty's Community Site between now and November 1<sup>st</sup>; OR by submitting a 3 x 5 inch post card to Hagerty CARving 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. All submissions made on the Hagerty Community must comply with the Community Guidelines, including the Terms of Use for User Generated Content. 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 a 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.

### **PUBLICITY RELEASE**

Upon submission, entrants grant to Hagerty a royalty-free license to use, retain, and publish their name and submission (and any portion thereof) in print and any other media (including social media) for any reason (including, but not limited to advertising, promotions, development, or education-related purposes) so long as the videos are credited to the name of the entrant.

### **PRIVACY**

Hagerty will not distribute, disclose, or sell any personal information provided in connection with the program to third parties, aside from any personal information as may be required by law.

### **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.