

## **2020 Hagerty CARstume Contest Official Rules**

### **ELIGIBILITY**

The Promotion is open to public, limited to U.S. and Canadian Citizens (excluding residents of Quebec) of all ages. 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, LLC ("Hagerty"), 121 Drivers Edge, Traverse City, MI 49684.

### **TIMING**

The Promotion will begin on October 20, 2020, at 12:00 a.m. Eastern Standard Time ("EST") and will end on November 3, 2020, at 11:59 p.m. EST (the "Promotion Period").

### **GRAND PRIZE**

There will be one (1) winner being chosen at random from the Eligible Entries received during the Promotion Period. The winner shall receive one (1) gift card with a value of One Hundred Dollars USD/CAD (\$100) to The Shop... Assembled by Hagerty® which shall be delivered by email.

The winner will be announced on November 10, 2020 by social media. That winner has five (5) business days to respond to Hagerty and provide evidence of eligibility and accept the prize.\* Should the first winner selected fail to communicate acceptance of the Prize in writing, a new winner will be selected and provided the same timeframe for response, and so on, until a winner meets 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.

### **HOW TO WIN THE GRAND PRIZE**

Participants may enter to win by submitting a photo of their car dressed up for Halloween on the Hagerty Community site, <https://community.hagerty.com/>; OR, by submitting a 3 x 5-inch post card to HAGERTY CAR COSTUME CONTEST, ATTN: Tiffany MacDermaid, with the entrant's name, address, phone number, and email address to PO Box 1303, Traverse City, MI 49684. All submissions made on the Hagerty Community must comply with the Community Guidelines, including the Terms of Use for User Generated Content.

No alternate prize nor substitutions are available.

Only one entry may be submitted per Eligible Entrant, and an Eligible Entrant may only win once. Multiple entries will be disqualified.

**NO PURCHASE NECESSARY TO ENTER NOR WIN.**

### **ODDS OF WINNING**

Odds of winning the Grand Prize are dependent upon participation in this Promotion and Eligible Entries received.

### **PROMOTION RESULTS**

The name of the Grand Prize winner may be announced by email or on the Hagerty website or social media channels. 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**

Prize is provided "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 an award of equal or greater value, should the award be unavailable. Award recipients are responsible for all taxes and fees associated with award receipt and/or use and will be required to file a Form 1099. By accepting the aforementioned award, the recipient consents to the use of the recipient's name, voice, portrait, picture, statement, or likeness for advertising and publicity purposes without additional compensation, except where prohibited by law. 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 Management, LLC 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.