

2020 Hagerty Hot Rod Sweepstakes Official Rules

ELIGIBILITY

The promotion is open to the public, limited to U.S. Citizens 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 Media Properties, LLC ("Hagerty"), 121 Drivers Edge, Traverse City, MI 49684.

TIMING

The Promotion will begin on July 13, 2020, at 12:01 a.m. Eastern Standard Time ("EST") and will end on July 31, 2020, at 11:59 p.m. EST (the "Contest Promotion Period").

GRAND PRIZE

- There will be one (1) Grand Prize package awarded at the end of the Contest Promotion Period. The Grand Prize package includes a Fender Hot Rod Deluxe amplifier (retail \$799), and a Fender American telecaster (retail \$1199).
- The winner of the Grand Prize package will be contacted within five (5) business days via email after the Contest Promotion Period ends. That winner has 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 Grand Prize, 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 Grand Prize.
- The Grand Prize will be shipped to the prize winner's provided address.
- Winner is 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 THE GRAND PRIZE PACKAGE

Participants may enter to win the Grand Prize by posting a photo of their Lincoln car on the Hagerty Community site, which can be found [here](#); OR by posting a video of themselves performing the song, "Hot Rod Lincoln;" OR, by submitting a 3 x 5 inch post card to Hagerty Hot Rod Sweepstakes, with the entrant's name, address, phone number, and email address to 1250 North Main Street, Ann Arbor, MI 48104. Individual participants may submit up to two (2) entries total within the promotion period.

One (1) winner 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 grand prize winner will be announced on the Hagerty Community website after acceptance of the prize package. 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.