

2020 Hagerty 24 Hour Le Mans Trivia Contest Official Rules

ELIGIBILITY

The Promotion is open to the general public, (excluding residents of Quebec) 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 Management, LLC, 121 Drivers Edge, Traverse City, MI 49684.

TIMING

The Promotion will begin on September 16, 2020, at 12:00 a.m. Eastern Standard Time ("EST") and will end on September 21, 2020, at 11:59 p.m. EST (the "Promotion Period").

GRAND PRIZE

There will be ten (10) winners being chosen at random from the Eligible Entries received during the Promotion Period. The winners shall receive one (1) 24 Hour Le Mans Polo with an approximate value of Thirty Seven Dollars USD (\$37) which shall be delivered by US mail.

Prize winners will be contacted within seven (7) 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 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 visiting the Hagerty Community community.hagerty.com and answer ten (10) trivia questions; OR, by sending an email with 24 Hour Le Mans Trivia Contest in the Subject line, to mpopa@hagerty.com, along with the entrant's name, address, phone number, and email address and their answers to the trivia questions.

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 winners 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

Prizes are 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.

Hagerty shall use and take care of any personal information you supply in entering this Prize Draw as described in its privacy policy, a copy of which can be seen at <https://www.hagerty.com/corporate/privacy-policy> (UK: <https://www.hagerty.co.uk/legal/privacy-policy/>), and in accordance with data protection legislation and applicable law. By entering the Prize Draw, you agree to the collection, retention, usage and distribution of your personal information in order to process and contact you about your Prize Draw entry, and for the purposes outlined in Prize Draw Results above. The information supplied by you in the associated survey form will be used as described on the survey form.

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.