

**TEST DRIVE FOR THE CREW HOME OPENER SWEEPSTAKES  
PRESENTED BY PERFORMANCE GMC CADILLAC**

**Official Rules**

NO PURCHASE IS NECESSARY TO ENTER OR WIN. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

**Eligibility:**

Test Drive for the Crew Home Opener ("Contest") is open to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees of Performance GMC Cadillac and its subsidiaries and affiliates are not eligible to win. Household Members and Immediate Family Members of employees of Performance GMC Cadillac, its affiliates, and subsidiaries, are also not eligible to enter or win. 'Household Members' shall mean those people who share the same residence at least three months a year. 'Immediate Family Members' shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. The Contest is subject to federal, state, and local laws and regulations.

**Sponsor and Agreement to Official Rules:**

The Contest is sponsored by Performance GMC Cadillac. Participation in the Contest constitutes the entrant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

**Contest Period:**

The Contest opens on Thursday, February 1, 2024 and ends on Monday, February 12, 2024 (the "Giveaway Period"). Limit of one (1) entry per person per day. The winner will be selected at random from all eligible entries received and will be announced on social media on the date specified in a social media post.

**How to Enter:**

Each person 'Entrant' that test drives a vehicle at the Performance GMC Cadillac dealership location during the Giveaway Period will be automatically entered into the Contest.

**Alternative Method of Entry:**

Entrants can send the following information to Sponsor on a postcard or self-addressed stamped envelope during the Giveaway Period (the "Alternate Entry"): name, address, city, state, zip code, and e-mail (required for entry and notification). The Alternate Entry should be sent to the following address: Performance GMC Cadillac, Attention: Marketing Department, 3733 Claypool Street NW, Carroll, OH

43112. Limit one (1) entry per person for the duration of the Giveaway Period. Entries received from any person in excess of the stated limitation will be void. All entries become the property of the Sponsor and will not be acknowledged or returned.

#### Winner Notification:

The winner will be notified via phone or e-mail provided at the test drive on Tuesday, February 13, 2024. Instructions will be provided to arrange a time for the potential winner to claim the Prize. The Prize winner (parent/legal guardian if a minor in his/her state of residence) will be required to pick up the "Contest" prize at the Performance GMC Cadillac dealership. The Prize winner will present a photo ID at the time of pick up and must agree to be photographed for additional social media promotion for the "Contest". Prize winners must contact Performance GMC Cadillac within two (2) days of the date notice was given via phone or e-mail. If a potential winner cannot be contacted or fails to make contact as outlined above within the required time period, or the prize notification is returned as undeliverable, the potential winner forfeits the prize. If the potential winner is at least 18 but still considered a minor in their jurisdiction of residence, Sponsor reserves the right to award the prize in the name of their parent or legal guardian, who will be required to accept the prize on the potential winner's behalf and fulfill any other requirements imposed on winner set forth herein. Potential winners must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded.

#### Prize and Odds:

Prize to be awarded: Two (2) tickets in the lower bowl section 134 for the Columbus Crew home opener versus Atlanta United FC on February 24, 2024 and \$100 gift card to Boston's Pizza Restaurant & Sports Bar (\$326 value). Odds of winning the Prize depend on the number of eligible entries received.

#### General Conditions:

In the event that the operation, security, or administration of the Contest is impaired in any way for any reason, including, but not limited to fraud, virus, bug, worm, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules or (b) terminate the Contest and, in the event of termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and should such an attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

#### Release and Limitations of Liability:

By participating in the Contest, entrants agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest, including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads, (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event, if applicable, the incorrect downloading of the application, the processing of entries application downloads or in any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrant further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Contest, and in no event shall the entrant be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### Disputes:

Except where prohibited, each entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Ohio. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, entrants' rights, and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Ohio, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than Ohio.

#### Privacy:

Information collected from entrants is subject to the Sponsor's privacy policy.

#### Publicity:

By entering the Contest, Entrants agree to participate in any media or promotional activity resulting from the Contest as reasonably requested by Performance GMC Cadillac and agree and consent to use of your name and/or likeness by Sponsor. Sponsor will contact Entrants in advance of any sponsored media request for interviews. The pictures may also be used for press and media purposes and Entrant agrees to waive any rights and not assert any intellectual property rights that Entrant has or may have in the Giveaway. Performance reserves the right to publish the name and likeness of the Entrants or Prize Winner on the Giveaway Site or through other media for publicity purposes.