

## **2019 FORD VEHICLE SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE, TEST DRIVE OR SALES PRESENTATION NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCE OF WINNING.**

**DESCRIPTION:** The 2019 Ford Vehicle Sweepstakes ("Promotion") begins at 12:00 AM Eastern Time ("ET") on 2/1/19 and ends at 11:59 PM ET on 12/16/19 ("Promotion Period").

**SPONSOR:** Ford Motor Company, One American Road, Dearborn, MI 48126.

**ADMINISTRATOR:** Exposure Marketing & Promotion, Inc., 1000 North Opdyke Rd, Auburn Hills, MI 48326.

**ELIGIBILITY:** The Promotion is open to legal residents of the 50 United States and District of Columbia ("U.S."), 18 years of age or older with a valid driver's license at the time of entry ("Entrant"). Employees, directors and officers and their immediate families (spouses and siblings, parents and children and their spouses) and household members of Ford Motor Company ("Sponsor"), Xperience Communications, LLC., Exposure Marketing & Promotion, Inc. ("Administrator") and their respective parent companies, subsidiaries and affiliates, distributors, dealerships and companies involved in the implementation and execution of the Promotion (collectively the "Promotion Entities") are not eligible. Promotion is void in Puerto Rico, and other U.S. Commonwealths, Territories and jurisdictions (including overseas military installations) and where prohibited. For the avoidance of doubt, the Promotion Entities, with the exception of Ford Motor Company, are not Sponsors of this Promotion.

**AGREEMENT TO THE OFFICIAL RULES:** By participating in the Promotion, each participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER THE PROMOTION:** There are two (2) ways to enter the Promotion –

- 1) **DEPOSIT ENTRY FORM** – Beginning 2/1/19, complete an official entry form, available while supplies last, at the Promotion display at select 2019 Ford Tour Events during the posted Hours of Operation during the Promotion Period ("Event Entry"). ALL EVENT ENTRIES MUST BE RECEIVED BY THE POSTED CLOSING TIME OF THE EVENT.
- 2) **ONLINE** – Beginning 2/1/19, visit [www.chancetowinaford.com](http://www.chancetowinaford.com), (Sponsor reserves the right to add additional URLs throughout the Promotion Period if they so choose) (the "Website(s)") during the Promotion Period, complete the online entry form with the required contact information and submit as directed ("Online Entry"). ALL ONLINE ENTRIES MUST BE SUBMITTED BY 11:59 PM ET on 12/16/19.

**LIMIT: ONE (1) ENTRY PER PERSON, REGARDLESS OF METHOD OF ENTRY.** In the event more than one (1) Entry is received from any one person or email address, the first Entry processed will be considered the only valid Entry received. In the event of a dispute, online Entries will be deemed made by the authorized account holder of the email address listed at the time the Entry is submitted. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be required to show proof of being the authorized account holder. No mechanical reproductions of entry forms are permitted. Any attempt by any participant to obtain more than the stated number of Entries by using multiple/different identities, registrations or any other methods will void that participant's Entries and that participant may be disqualified. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. Sponsor will not accept submissions from wireless domains, blacklist domains, or any email address Sponsor deems to be potentially harmful to the Website. Use of any automated system to participate is prohibited and will result in disqualification.

**WINNER SELECTION:** The potential Grand Prize winner will be selected in a random drawing conducted on or about 1/10/20 from among all eligible Entries received. Odds of winning Grand Prize depend on the number of eligible Entries received. Drawing will be conducted by Administrator, an independent judging organization. Potential Grand Prize winner will be contacted by the Administrator by telephone and email and will be required to complete and return an Affidavit of Eligibility and Liability Release and, except where prohibited by law, a Publicity Release Form ("Affidavit/Release") within three (3) days of receipt. If the prize notification is rejected, returned, or deemed undeliverable or the potential winner fails to execute and return the Affidavit/Release within the specified time or if he/she is otherwise ineligible to receive the prize, that potential winner will be deemed ineligible and the prize will be forfeited or awarded to an alternate as solely determined by Sponsor. In the event that the potential Grand Prize winner is disqualified for any reason, the prize will be forfeited and awarded to an alternate.

**ONE (1) GRAND PRIZE:** A twenty-four (24) month lease on a 2019 Ford vehicle of winner's choice (ARV of lease term not to exceed \$10,800). Lease is on a new, not used vehicle and is subject to terms and conditions of vehicle lease agreement of Ford Motor Credit Company LLC d/b/a Ford Credit as lessor, which will be provided to winner at time of prize award. The terms of the lease agreement are made a part of these Official Rules and incorporated herein by reference; should there be an inconsistency between the terms of the lease agreement and these Official Rules, these Official Rules shall prevail, govern and control. At end of lease term, winner must exercise one of the following options: (1) buy the vehicle awarded as the prize from Ford Motor Company or lease the prize vehicle from Ford Motor Company for an additional term with payment of all costs by a vehicle lessee in the normal course of business; (2) return the vehicle awarded as the prize and buy or lease another vehicle from Ford Motor Company in the normal course of business; (3) return the vehicle awarded as the prize and NOT buy/lease another vehicle from Ford Motor Company. Vehicle has an allotment of 10,500 miles/year (21,000 for the full lease term). If mileage allotment is exceeded during lease term or if vehicle is determined to have suffered excessive wear and tear, additional costs associated therewith will be winner's responsibility at the end of lease term. Winner is also responsible for vehicle registration, license, tax, and insurance fees and for all costs associated with any available upgrade/option not provided with the prize vehicle and any other expenses related to the acceptance and use of the prize not specified herein. Winner must take delivery of vehicle within 30 days of notice of availability from Sponsor-selected dealer near winner's home town or the Grand Prize may be forfeited. Winner must have a valid U.S. driver's license and proof of insurance to take delivery of vehicle. In accepting the prize, winner expressly understands and agrees that operating a motor vehicle is an inherently dangerous activity that may expose the driver, passenger(s) and other persons to injury, dismemberment or even death. Vehicle awarded may differ from any vehicle shown in promotional materials. Winner will be responsible for all applicable taxes (not limited to federal, state, local and/or income) on Grand Prize and will be required to provide its tax ID for tax reporting purposes as Sponsor will file an IRS Form 1099 with the Internal Revenue Service for the value of prize awarded and accepted. WI residents will not be responsible for sales tax on the Grand Prize vehicle. Prize may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute the prize with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion. In the event that the winner is disqualified for any reason, the prize will be forfeited and may be awarded to an alternate at the Sponsor's sole discretion.

**GENERAL CONDITIONS / RELEASE:** By participating, Entrants (a) release Promotion Entities, their respective directors, officers, agents and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; and (b) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, but not limited to the prize quality or availability except for Sponsor and the limited warranty provided with the Grand Prize vehicle. Neither Promotion Entities nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this

Promotion. **CAUTION:** ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR MOBILE SITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Promotion is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Administrator reserves the right at its sole discretion to disqualify any suspect Entry or Entrant and to cancel, terminate, modify or suspend the Promotion. In the event of any cancellation, termination or suspension, notice thereof will be posted at the Event(s) or on the Website(s), and the determination of the Grand Prize winner will be made, from among all eligible, non-suspect Entries received as of the date of the termination, cancellation or suspension, as Administrator determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

**GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:** Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan state court located in Oakland County, Michigan; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall 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.

**ENTRANT'S PERSONAL INFORMATION:** Personal information collected from Entrants is subject to Ford Motor Company Privacy Statement located on the [www.chancetowinaford.com](http://www.chancetowinaford.com) website. By entering the Promotion, you expressly agree to the terms of the Privacy Statement.

**WINNER:** To receive Promotion results (winners list), go to [www.promodetails.com](http://www.promodetails.com) and enter the keyword "2019FordVehicleSweeps". Results will be available after 2/9/20.

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