

2018 GREENBRIER VIP EXPERIENCE GIVEAWAY – OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

BY ENTERING OR PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES, WHICH CONSTITUTE A CONTRACT, SO READ THEM CAREFULLY. WITHOUT LIMITATION, THIS CONTRACT INCLUDES GRANTS OF RIGHTS AND INDEMNITIES TO THE PROMOTION PARTIES FROM YOU, REQUIRES MANDATORY ARBITRATION OF DISPUTES AND PROVIDES FOR A LIMITATION ON YOUR LEGAL RIGHTS AND REMEDIES. IF YOU DO NOT AGREE WITH THE TERMS OF THIS CONTRACT, DO NOT ENTER OR PARTICIPATE IN THE SWEEPSTAKES.

1. **INTRODUCTION:** The 2018 Greenbrier VIP Experience Giveaway (the “Sweepstakes”) is sponsored by West Virginia Ford Dealers c/o Cincinnati South Ford Dealer Advertising Fund, Inc. c/o GTB, 302 W. Third Street, Suite 200, Cincinnati, OH 45202 and is being administered by Zipie LLC, 900 Beasley Street, Suite 250, Lexington, KY 40509 (the “Administrator”). The Sweepstakes is governed by these Official Rules (the “Official Rules”). Participation in the Sweepstakes constitutes the entrant’s full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor (including the Sponsor’s interpretation and application of these Official Rules), which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules in a timely manner.
2. **ELIGIBILITY:** The Sweepstakes is open to all natural persons who are legal residents of one of the fifty (50) United States (including the District of Columbia), who, at the time of entry, are twenty-one (21) years old or older in their state of residency. Employees, contractors, directors and officers of Ford Motor Company (“Ford”), the Sponsor, the Administrator, and their respective parent, subsidiary and affiliated companies, distributors and the advertising, fulfillment, and promotion agencies involved in the development and administration of the Sweepstakes (collectively “Promotion Parties”), and their immediate family members (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household members, whether or not related, are not eligible to participate. Entries in the Sweepstakes submitted by or on behalf of entrants who do not meet the eligibility requirements are void. All federal, state and local laws and regulations apply. The Sweepstakes is void outside the U.S. and where prohibited by law.
3. **PROMOTION PERIOD:** The Sweepstakes begins Tuesday, **June 5 at 5:00 PM** Eastern Standard Time (“EST”) and ends **Wednesday, June 20, 2018 at 11:59 PM EST** (such period of time, the “Promotion Period”).
4. **HOW TO ENTER:** You may enter the Sweepstakes by the following means:
 - a. **Online Entry.** To enter the Sweepstakes during the Promotion Period, visit <http://www.fordgiveaways.com>, complete an online entry form in its entirety and submit the entry form in accordance with the on-screen instructions and you will receive one (1) entry into the Sweepstakes.

Only entries actually received by the Administrator during the Promotion Period are eligible. All entries into the Sweepstakes will be received when the Administrator’s servers record the entry information. The Administrator’s database clock will be the official timekeeper for the receipt of all entries into the Sweepstakes. **Only one (1) entry per person for the entire Promotion Period will be accepted.** Entries that are incomplete, illegible, corrupted, damaged, destroyed, false, lost, late, misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified. Attempts made by the same individual to submit more than the stated number of permitted entries into the Sweepstakes by using multiple or different e-mails, addresses, accounts or otherwise may be disqualified. Entries generated by a script, computer program, robot, macro, or other automated means are void and may be disqualified.

5. **Drawings; How to Win:** During the Promotion Period, one (1) drawing (a “Drawing”) will be held. The potential winner will be selected by a random drawing from all eligible entries received in accordance with these Official Rules. To be eligible to participate in the Drawing, an entrant’s entry form must be received by the Administrator prior to the Drawing Entry Deadline (described below) for the Drawing. The Drawing will be as follows (all times below are EST):

<u>Drawing Date</u>	<u>Drawing Entry Deadline</u>
June 21, 2018 at 9:30AM	Entry must be received by 11:59 p.m. on June 20, 2018

6. **PRIZES; ESTIMATED VALUE:** A total of one (1) prize package will be awarded in the Sweepstakes. The prizes to be awarded and the approximate retail value of such prizes are as follows:

<u>Prize Level</u>	<u>Prize</u>
Grand Prize	(2) Tickets to the Ford Skybox to be used July 5-July 8, 2018 during the 2018 Greenbrier Golf Classic (located on the 18 th Green) All you can eat food and drink for two (2) (2) VIP All-Access Passes available for use throughout the venue (except the Greenbrier Clubhouse).

Prizes are non-transferable and non-assignable. All non-cash prizes may not be exactly as described, are based on supplier or manufacturer availability, and may be substituted by the Sponsor with a prize of similar or greater value. Non-cash prizes are not redeemable or exchangeable for cash. All prizes are awarded “AS IS” and without any warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fit for a particular purpose. Any prizes that are unclaimed prizes will be forfeited. Prizes, if legitimately claimed, will be awarded. If a winner does not accept or use all or any portion of a prize, any unaccepted or unused portion of a prize will be forfeited, and neither the Sponsor nor the Administrator will have no further obligation with respect to such prize.

7. **ODDS OF WINNING:** Odds of winning depend on the total number of eligible entries received for each Drawing. **Only one (1) entry per person for the entire Promotion Period will be accepted.**
8. **PRIZE WINNER(S) NOTIFICATION/REQUIREMENTS:** Potential winners will be notified by the Administrator within 24 hours after the Drawing, via e-mail or telephone, as determined by the Administrator, at the e-mail address or telephone number associated with the potential winner’s entry into the Sweepstakes. To claim a prize, the potential winner must reply to the Administrator within 24 hours of such notification. If the potential winner does not respond to the Administrator’s prize notification email or telephone call within 24 hours or if the notification is rejected, unreturned, faulty, unclaimed or returned undeliverable (for any reason whatsoever), the potential winner will be deemed to have forfeited the prize, and the Administrator will have the sole and absolute discretion to select, by random drawing, another potential winner from the remaining eligible entries in the Sweepstakes.

Before awarding a prize, the Administrator may require the potential winner to furnish proof of identification and other proof of eligibility under these Official Rules and execute and return documentation such as an affidavit of eligibility, a publicity release, a release of liability, a tax acknowledgement form, and other documents, each within the period of time specified by the Administrator. If a potential winner is found to be ineligible to participate in the Sweepstakes, or is found to be in violation of the Official Rules, or fails or refuses to execute and return any documentation required by the Administrator within the time period specified, or declines a prize for any reason, such potential winner may be deemed to have forfeited the prize, and the Administrator will have the sole and absolute discretion to select, by random drawing, another potential winner from the remaining eligible entries in the Sweepstakes.

If, for any reason, more than one person claims to be the bona fide winner of a particular prize, or more prizes are claimed than are intended to be awarded in the Sweepstakes, the Administrator may, by a random drawing among all persons making purportedly valid claims for such prize(s), determine the winner of the prize. Inclusion in such random drawing shall be each entrant’s sole and exclusive remedy under such circumstances. In no event will more than the stated number of prizes for the Sweepstakes be awarded.

Prizes may be picked up by the winner at Will Call at the event venue. Photo ID will be required to claim the prize.

9. **PRIZE LIMITATION:** Limit one prize per person.
10. **TAXES/FEES:** Each prize winner will be solely responsible for paying all federal, state and local taxes (including any and all sales and income taxes) in receiving or using the prize. A winner may be required to submit his/her social security number to the Sponsor in order to claim a prize. Winner(s) will be issued an IRS 1099 form for the retail value of the prize. If a winner does not provide his/her social security number as requested by the Sponsor, the winner will no longer be eligible to receive the prize and the prize will be forfeited.
11. **PUBLICITY RELEASE:** By participating in the Sweepstakes and/or accepting a prize, each winner grants the Sponsor and/or its designees the right to use his/her name, voice, biographical information, testimonial, photo, and/or likeness and/or prize information for advertising, publicity, promotional and other purposes in any and all media, now or hereafter devised,

throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law.

12. **THIRD PARTY PRIZE PROVIDERS; USE OF PERSONAL DATA:** The grand prize to be awarded in the Sweepstakes were provided to the Sponsor by Greenbrier (the “**Prize Provider**”). The Prize Provider is independent of, and not affiliated with, the Sponsor or the Administrator. Neither the Sponsor nor the Administrator makes any representations or warranties of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fit for a particular purpose with respect to any prizes. BY ENTERING THE SWEEPSTAKES, YOU ARE AUTHORIZING AND GIVE CONSENT TO THE SPONSOR TO SHARE YOUR PERSONAL INFORMATION PROVIDED ON YOUR ENTRY FORM INTO THE SWEEPSTAKES WITH FORD MOTOR COMPANY AND ITS AFFILIATES AND THE PRIZE PROVIDER TO BE USED FOR PURPOSES OF PRIZE FULFILLMENT AND MARKETING OF THEIR RESPECTIVE PRODUCTS OR SERVICES.
13. **TAMPERING WITH SWEEPSTAKES:** The Promotion Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including, without limitation, any entrants’ attempts to circumvent these Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of the Sweepstakes, or whom the Sponsor or the Administrator believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of the Sponsor or the Administrator, may result in immediate disqualification of any entrant, as well as other possible consequences. **ANY ATTEMPT BY A PERSON TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.** Each of the Sponsor and the Administrator reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.
14. **SUSPENSION, MODIFICATION OR TERMINATION OF SWEEPSTAKES:** The Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes for any reason, including, but not limited to, should any portion of the Sweepstakes be, in the Sponsor’s sole opinion, compromised by virus, technical difficulties, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, and, if terminated, at its discretion, randomly select the winners from among all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by the Sponsor.
15. **LIMITATION OF LIABILITY:** By entering the Sweepstakes, entrants agree that the Promotion Parties and their respective officers, directors, employees and agents (collectively, the “**Released Parties**”) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrant’s acceptance, receipt, possession and/or use or misuse of a prize (including any travel or activity related thereto).
16. **BINDING ARBITRATION:** Except with respect to the protection and enforcement of the intellectual property rights of the Promotion Parties and their rights to seek and/or obtain injunctive or equitable relief therefore, any claim, cause of action or proceeding arising out of or relating to these Official Rules or the Sweepstakes shall be resolved by mandatory, binding arbitration in Lexington, Kentucky administered by the American Arbitration Association under its Commercial Arbitration Rules (the “**Arbitration Rules**”). The U.S. Arbitration Act shall govern the interpretation, enforcement and proceedings pursuant to the Arbitration Rules. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the Arbitration Rules. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the Arbitration Rules and procedures, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS

SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES AND THE ARBITRATION RULES.

BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- 17. GOVERNING LAW/JURISDICTION:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants, the Sponsor or the Promotion Parties in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in courts located in Lexington, Fayette County, Kentucky.
- 18. SEVERABILITY:** If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.
- 19. WINNERS' LIST:** Information about the winner of the Sweepstakes may be obtained by sending a self-addressed, stamped envelope (Vermont residents may omit return postage) to the Sponsor at: Greenbrier VIP Experience Giveaway, c/o GTB, 302 W. Third Street, Suite 200, Cincinnati, OH 45202. Winners' list requests will only be accepted after the end of the Promotion Period and requests must be received within 60 days of completion of the final Drawing Date.
- 20. SPONSOR:** West Virginia Ford Dealers c/o Cincinnati South Ford Dealers Advertising Fund, Inc. c/o GTB, 302 W. Third Street, Suite 200, Cincinnati, OH 45202.
- 21. ADMINISTRATOR:** Zipie LLC, 900 Beasley Street, Ste. 250, Lexington, KY 40509.