

## **THE HERTZ CORPORATION FATHER'S DAY AWAY OFFICIAL CAMPAIGN RULES**

### **SPONSOR AND ADMINISTRATOR:**

This Contest is sponsored by The Hertz Corporation, 3181 N. Bay Village Court, Bonita Springs, FL 34135 ("THE HERTZ CORPORATION" or "Sponsor"). This Contest is administered by Social Mecca Inc., dba Brickfish, 209 West Jackson Boulevard Chicago, IL 60606 ("Brickfish" or "Administrator").

*This Contest is in no way sponsored, endorsed or administered by or associated with Facebook. The Hertz Corporation and Brickfish are collectively referred to herein as the "Released Parties." Sponsor and Administrator may run multiple campaigns, each of which must be entered separately.*

**NO PURCHASE NECESSARY. INTERNET ACCESS AND A VALID FACEBOOK OR TWITTER ACCOUNT AND EMAIL ADDRESS ARE REQUIRED TO ENTER ONLINE. VOID WHERE PROHIBITED BY LAW.**

**BY PARTICIPATING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SPONSOR (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. AS MORE FULLY DETAILED BELOW, YOU AGREE THAT ALL DISPUTES ASSOCIATED WITH THE CONTEST (DEFINED BELOW) WILL BE DECIDED BY BINDING ARBITRATION.**

### **ELIGIBILITY:**

Contest is open to legal residents of the forty-eight (48) Continental United States (including Washington D.C.), who are 18 years or older at the time of entry. This Contest is void where prohibited by law.

Employees, officers and directors of Sponsor and Administrator, and their respective parents, affiliates, subsidiaries, and agents, as well as immediate family members (defined as parents, spouse, children (and their spouses), siblings (and their spouses) and grandparents and those living in the same household of each such employee, officer and director), are not eligible to enter.

**GOVERNING LAW/JURISDICTION:** The Promotion and these Official Rules are governed by and shall be construed in accordance with the substantive laws of the State of Florida (as distinguished from the choice of law rules) and the United States of America applicable to contracts made and performed entirely in Florida and where the relevant contacts are with such state. Except where prohibited, as a condition of participating in this Promotion, each entrant (and, if an eligible minor, his/her parent or legal guardian) agrees that any and all disputes, claims and causes of action arising out of or connected with this Promotion, the prizes awarded, or the determination of the winners

shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-pocket expenses, and entrant further waives all rights to have damages multiplied or increased.

**CONTEST PERIOD:** Contest begins on or about 12:00 AM (EST) on 6-1-2015 and ends at 11:59PM (EST) on 6-24-2015 (the "Contest Period"). All time referenced herein is Eastern Time. Sponsor's/Administrator's server/computer is the official time keeping device for the Contest.

**AGREEMENT BY CONTESTANT:** All entries and participation in this Contest shall be governed by these Official Rules. By participating in the Contest, each contestant fully and unconditionally agrees to and accepts these Official Rules, the current Facebook and Twitter Terms, Data Use Policy, and Cookie Use, Brickfish Terms of Use and any additional terms and conditions specific to the Contest communicated by Sponsor and Administrator. By participating, Contestant further agrees to be bound to the decisions of the Sponsor and Administrator (including their authorized representatives), which are final and binding in all matters. Winning a prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth herein.

#### **HOW TO ENTER:**

Access the campaign homepage at [www.dedicatedURL.com](http://www.dedicatedURL.com) (the "Campaign Site") and:  
1) Create an account using a Facebook or Twitter login or email address  
2) Agree to the Official Rules  
3) Complete the Father's Day Away quiz by answering multiple-choice questions  
4) Share Your Results. Participation submitted via any other method will not be accepted. By participating in the Contest, contestants must also agree to the Brickfish application and terms of use at <http://www.brickfish.com/terms/>.

#### **SUBMISSION GUIDELINES:**

Visit the campaign at [www.dedicatedURL.com](http://www.dedicatedURL.com) and complete the quiz to generate quiz results. After completing the quiz, Participants are entered for a chance to win one (1) of two (2) prizes. Participants are also encouraged to share quiz results to Facebook and Twitter for additional chances to win. No mail-in, e-mail or fax Entries will be accepted.

#### **REQUIREMENTS:**

Except where expressly prohibited by law, once transmitted, all Contest entries become part of the Contest and may not be removed by the Contestant, even if the Contestant ceases membership or withdraws from Contest consideration.

Sponsor grants a limited license to use its proprietary text, logos, and trademarks ("Sponsor Content") solely and exclusively as provided and necessary to create an Entry for Submission. No rights in the Sponsor Content are granted to Contestant for any other purpose.

## **WINNER SELECTION CRITERIA:**

All eligible Entries will be judged according to the following criteria and subject to the terms and conditions in these Official Rules: All Entries will be reviewed and judged by Sponsor.

Creating an account and completing the multiple-choice quiz generates one (1) entry. Sharing quiz results generates an additional entry into the sweepstakes (+1). Participants are able to share their quiz results once per day for the entire duration of the campaign.

At the end of the campaign, two (2) Winners will be selected at random based on the participants who completed the quiz. Contestants must: 1) Create a profile and 2) Complete the multiple-choice quiz. Sharing quiz results on Facebook and/or Twitter increases the chances of winning.

All eligible Entries will be reviewed according to the terms and conditions in these Official Rules and in the sole discretion of Sponsor.

## **PRIZES:**

Each winner will receive a Father's Day Away prize that correlates with his or her quiz results. A Father's Day Away prize is defined as an experience or weekend away that aligns with the quiz results. For example: if the quiz results indicated that the participant's Father was "The Urban Dad," the experience or weekend away could include a walking tour, local eats and an event downtown.

It will be recommended that each winner share the prize with their Father as a Father's Day gift (i.e. a "Dad and Me" weekend).

Total Approximate Retail Value (ARV) is \$1,500 for each winner for a total ARV of \$3,000.

Sponsor reserves the right to substitute all or part of the Prize with a prize of equal or greater value. If Sponsor is unable to contact the Winner by e-mail within five (5) days from the first notification attempt, or if the Winner (i) fails to complete and have returned all requested documents by the specified date, (ii) is found to be ineligible, or (iii) fails to comply with the Official Rules, the Prize will be forfeited and an alternate winner will be selected from among all non-winning eligible entries. If Prize confirmation message via email is returned as undeliverable, Prize will be forfeited and Sponsor will select an alternate winner from among all non-winning eligible entries. In the event the ARV is greater than the actual cost of the Prize, no refund for the difference will be provided. In the event that the Winner does not use any portion of the Prize, there will be no extension, transfer, substitution, reimbursement, or compensation provided. If for any reason whatsoever Winner is unable to use the Prize for any reason after arrangements have been made and paid, Sponsor shall have no further obligation to the Winner. The

acceptance or use of the Prize constitutes permission for Sponsor to use adult Winner's names and addresses (city and state) for promotional purposes on a worldwide basis, and in all forms of media, in perpetuity, without notice or further compensation. Winner agrees to release, discharge, indemnify, and hold harmless the Sponsor, Facebook, Inc., and their respective parent companies, affiliates, directors, officers, employees, and agents, from any claims due to any injuries, damages or losses to any person (including death) or property, resulting in whole or in part from acceptance or enjoyment of the Prize, or participation in the Contest. No substitutions are allowed and the Prize may not be transferred, conveyed or auctioned. A purchase will not increase chances of winning.

**Important Notice:** Prizing is limited to what is listed in these Official Rules. If selected winner is unable to claim the prize on the stated date, prize will be forfeited and another winner will be selected. Selected winner is not entitled to any surplus between the actual value of the prize and stated retail value. In the event Sponsor is unable to award a prize as stated, winners will receive a substitute prize of equal or greater value, at Sponsor's sole discretion. A winner may not transfer his or her prize to another person. Any costs or fees not specifically listed herein are the responsibility of the respective winner. Winners may expect fulfillment of prize within four (4) to six (6) weeks, unless otherwise noted above or notified by Sponsor.

**TAXES:** All federal, state and other taxes are the responsibility of the Winner. Sponsor will report the value of the Prize awarded as required by law and the Winner will receive an IRS Form 1099 for prizes valued in excess of \$600.00. The Prize is not transferable, not for resale or auction, and has no cash surrender value. Entrants are encouraged to contact their own tax advisor regarding potential tax implications, if any, of this Contest.

#### **SELECTED CONTESTANT NOTIFICATION:**

Winners will be contacted via their email account within five (5) business days following their selection. The potential winner must respond via email within 48 hours of notification attempt. If potential winner cannot be contacted or does not respond within 48 hours from the time the Administrator first tries to notify the potential winner, and/or is not in compliance with the Official Rules and/or if the prize notification is returned as undeliverable, such potential winner will forfeit all rights to win the Contest or receive the prize. All winners will be required to respond as directed therein to the e-mail and/or phone notification within the time period specified in the notification. Failure to respond timely to the notification will result in forfeiture of the prize, and in such case, Sponsor may choose another Entry from among the remaining eligible Submissions. Each winner will also be sent an affidavit of eligibility / liability / publicity release ("Release"). Unless restricted by law, each winner will be required to complete and return the Release within the time period specified therein. As a condition of receiving a prize, each winner shall provide a perpetual non-exclusive license to the Released Parties to use the Submission, the winner's name and likeness in any and all media throughout the world, in perpetuity, for any purpose whatsoever, and without any additional compensation, the term of which shall be the entire life of the copyright. Should the winner be unwilling or otherwise unable to grant the license or provide such permissions and/or releases or otherwise cannot accept or receive the prize for any reason, an alternate contestant will be selected

by Sponsor from the remaining eligible Entries until a contestant who is able to meet all requirements is selected. Each winner must provide Sponsor with all required signatures on the Release and return all documents in a timely manner as required pursuant to these Official Rules in order to be eligible to receive any prize.

#### **USE OF WINNING SUBMISSIONS:**

Upon a winner accepting a prize, Released Parties have the right to use winning Submissions in merchandising, advertising, marketing or promotion or for any other commercial or non-commercial purpose without additional compensation to the winner. Winner hereby grants to Released Parties a non-exclusive, sub-licensable, royalty-free, fully paid license and the right to use, distribute, make derivative works from and otherwise exploit the Submission, in any manner and in any medium now known or hereafter devised, throughout the world in perpetuity. Contestants hereby forever waives and relinquish all so-called “moral rights (*droit moral*)” now or hereafter recognized.

#### **USE OF ALL SUBMISSIONS:**

Upon submission of an Entry, Released Parties shall have the right to use the Submission for the purposes of promoting this Contest and Contest administered by Brickfish or Sponsor without additional compensation, and ant, at the time of submission, grants Released Parties a non-exclusive, sub-licensable, royalty-free, fully-paid license and right to use and distribute the Submission for those promotional purposes.

#### **CONTESTANT USE OF SUBMISSION:**

Contestants may post and distribute their own Submissions for promotional purposes, such as on websites and social networking profile pages, provided, however, that if the Submission includes Sponsor Content, any required intellectual property notices must be included and the license to use the Sponsor Content is subject to strict compliance with these Official Rules.

#### **RELEASE:**

By entering this Contest and accepting any prize, Winner agrees to release and hold harmless Sponsor, Administrator, Facebook, Inc. and their subsidiaries and related companies, any company involved with the Contest, and each of their respective officers, directors, employees and agents from and against any and all liability, for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery.

#### **TERMS AND CONDITIONS:**

Released Parties shall not be liable to contestant for failure to supply any prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s)

by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control. Sponsor is not responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable Submissions due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kind; (c) failures of any of the equipment or programming associated with or utilized in the Contest; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Contest; (e) technical or human error which may occur in the administration of the Contest or the processing of Entries; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any contestant's participation in the Contest or receipt or use of any prize.

The Released Parties reserve the right to disqualify any contestant they find to be violating these Official Rules. Sponsor reserves the right to require any winner to submit to a confidential background check to confirm eligibility and help ensure that the use of any Submission will not bring Sponsor into public disrepute, contempt, scandal or ridicule or will not reflect unfavorably on the Contest as determined by Sponsor in its sole discretion. Sponsor further reserves the right to require any winner to enter into confidentiality and non-disclosure agreement to protect any proprietary information that winner may receive pursuant to the Contest. Sponsor reserves the right to extend, cancel, or suspend the Contest in its sole discretion should it receive fewer than fifty (50) Submissions or due to circumstances beyond its control, including natural disasters. Sponsor has the right, but not the obligation, to use any winning Submission. Sponsor may, in its sole discretion, cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control corrupt the administration, security or proper play of the Contest. Sponsor may prohibit a contestant from participating in the Contest or winning a prize if, in its sole discretion, it determines such contestant is attempting to undermine the legitimate operation of the Contest by cheating, plagiarizing, engaging in any deception or any other unfair playing practices or intending to annoy, abuse, threaten, undermine or harass any other players or Sponsor representatives. Any attempt to deliberately damage or undermine the legitimate operation or fair play of the Contest may be in violation of criminal and civil laws and will result in disqualification from participation in the Contest. Should such an attempt be made, the Released Parties reserve the right to seek remedies and damages, including attorney fees, to the fullest extent of the law, including criminal prosecution.

#### **WINNERS AND RULES:**

A list of winners will be available upon request. For more information contact [campaigninfo@brickfish.com](mailto:campaigninfo@brickfish.com).

**EMAIL USE:**

By entering the Contest, the contestant is granting permission to receive promotional marketing materials, including emails from The Hertz Corporation. and Brickfish. Contestants may unsubscribe at any time without affect to their Submission.

**PRIVACY:**

Information collected from a contestant is subject to Brickfish's [Privacy Policy](#) and may be provided to Sponsor. Sponsor is not responsible for any information collected from this Contest. Contestant may be contacted for promotional purposes and may opt out according to information contained in promotional communication.

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