

## **Official Rules**

### **:hire our people your solution (“Sponsor”) Car Giveaway Sweepstakes (the “Sweepstakes”)**

#### **NO ENTRY FEE OR OTHER PAYMENT NECESSARY TO ENTER OR WIN**

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of Ohio over the age of 18 who are employees of Sponsor at the time of entry and Prize selection. This Sweepstakes is not open to all members of the public, but instead is strictly limited to employees of Sponsor. The Sweepstakes is subject to all applicable federal, state and local laws and regulations, including without limitation Sponsor’s company policies governing employees. Sponsor reserves the right to disqualify any person that violates these rules or tampers with or abuses any aspect of this Sweepstakes as solely determined by Sponsor. All decisions made by Sponsor in connection with this Sweepstakes, including without limitation, employment decisions and decisions related to eligibility requirements, are final and binding.

**HOW TO PARTICIPATE:** The Sweepstakes runs from 12:00 A.M. on May 18, 2020 to 11:59 P.M. on August 31, 2020 (the “**Eligibility Period**”). There are two ways to enter the Sweepstakes (collectively, the “**Entries**”):

- All current employees and new employees hired prior to August 15, 2020 will receive twenty-five (25) entries into the drawing.
- Each week on payroll during the Eligibility Period, employees will automatically receive one (1) additional entry into the drawing.

Sponsor, in its sole discretion, may disqualify any Entry and remove it from consideration when selecting the Prize winner, if such Entry resulted from an employee who was terminated (for any reason) before the date on which that Prize winner is determined.

Current employees may also enter for one (1) additional chance to win the Prize via mail. To enter the Sweepstakes by mail, on a postcard or 3”x5” index card, hand print your first and last name, street address, city, state, zip code, daytime telephone number and email address. Mail your completed postcard or index card with the above-stated required information to: P.O. Box 1012, Jackson, Ohio 45640 (each, a “**Mail-in Entry**”). By correctly completing the foregoing, an employee will receive one (1) Mail-in Entry into the drawing, subject to the terms of these Official Rules. Limit one (1) Mail-in Entry per employee. All Mail-in Entries must be postmarked no earlier or later than the Eligibility Period dates and must be received on or before August 24, 2020 by 5:00 P.M. EST.

Proof of mailing a Mail-in Entry is not considered proof of delivery or receipt. Sponsor is not responsible for any lost or misdirected Mail-in Entries. Further, illegible or incomplete Mail-in Entries and mechanically reproduced Mail-in Entries will be disqualified. False, fraudulent or deceptive Mail-in Entries or acts shall render Mail-in Entry participants ineligible.

**PRIZES: One (1) winner will receive a pre-owned 2017 Electric Fiat 500 (the “Prize”), the approximate retail value of which is \$6,500 as of August 31, 2020, subject to any change in value due to mileage driven between the beginning of the Eligibility Period and August 31, 2020. Odds of winning the Prize will depend on the number of Entries received by Sponsor or its designee during the Eligibility Period. Sponsor will only award one (1) Prize. Before taking possession of the Prize, the Prize winner must present to Sponsor (or its designee) the Prize winner’s: (i) valid driver’s license; (ii) proof of automobile insurance, and (iii) temporary license plate tags. The Prize winner must also cooperate with Sponsor or its designee on completion of all paperwork necessary for delivery of the Prize. The Prize, a pre-owned 2017 Electric Fiat**

500, is provided “as is” without warranties of any kind, express or implied, including, but not limited to, all warranties of merchantability and fitness for a particular purpose, although the original manufacturer of the Prize may provide its own warranty. Sponsor makes no promise or guarantee regarding the physical condition of the Prize.

**PRIZE TERMS:** The Prize winner is subject to the following additional conditions and limitations, which may be modified at any time by Sponsor or its designee, at Sponsor’s sole discretion.

The Prize winner must be an employee of Sponsor at the time of Prize selection. If an employee is the selected winner of the Prize but is later determined to no longer be employed by Sponsor at the time of Prize selection, the employee will forfeit the Prize and an alternate employee may be selected as the winner of the Prize, at Sponsor’s sole discretion. If the Prize is unclaimed and/or unused, it will remain the property of Sponsor or its designee.

Sponsor may require the Prize winner to execute and return to it a release of liability/prize acceptance form and/or publicity release within fourteen (14) days of being notified that he or she won the Prize, and the Prize winner’s non-compliance therewith may result in his or her disqualification and Sponsor’s selection of an alternate winner. No substitution of the Prize will be made except as provided herein at Sponsor’s sole discretion. Sponsor reserves the right to substitute the listed Prize for one of equal or greater value for any reason. The Prize is nontransferable and must be accepted as awarded. The Prize cannot be exchanged, refunded, transferred, returned, or redeemed for cash. The Prize winner is solely responsible for all federal, state, and local tax liabilities and fees associated with the Prize (and/or use of the same) beyond the Prize’s approximate retail value. Any other costs or expenses not specified herein that are associated with ownership of the Prize or that otherwise result from the receipt of the Prize, including maintenance and fuel, are the sole responsibility of the Prize winner. The Prize winner may also be required to complete and return an IRS W-9 form (i.e., Request for Taxpayer Identification Number and Certification). Prizes will be awarded only if the potential winner fully complies with these Official Rules. The odds of winning are equal regardless of method of entry.

**SELECTION OF WINNERS:** The winner will be randomly selected in a drawing conducted by Sponsor, or its designee, on August 31, 2020. Sponsor or its designee will contact the potential Prize winner by email, text, phone call, or mail within ten (10) days following the random drawing. If the notification sent by Sponsor is returned as undeliverable, or the potential winner cannot be contacted for whatever reason, the Prize will be forfeited and Sponsor may randomly select an alternate winner, at its sole discretion.

**RELEASES:** All Sweepstakes participants agree that they have read and are bound by these Official Rules and acknowledge and affirm that they will at all times comply with all laws and regulations. By participating in the Sweepstakes, participants release Sponsor, its parents and affiliates, and their respective officers, directors, shareholders, employees, owners, agents and representatives (“**Released Parties**”), from any liability whatsoever and waive any and all causes of action related to any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Sweepstakes or delivery or misdelivery, acceptance, possession, use of or inability to use the Prize (including, without limitation, claims, costs, injuries, losses of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence and/or fraud), warranty or other theory. By participating in the Sweepstakes, each Sweepstakes participant agrees to indemnify and save harmless Sponsor from any and all claims for personal injury, death, or property damage that are in any way related to the Sweepstakes, including ownership or use of the Prize, or causes of action for same, by whomever made and whenever presented. Sweepstakes participants waive the right to claim any attorneys’ fees and any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

Except where prohibited, by accepting the Prize, the winner grants Sponsor a perpetual, worldwide, royalty-free license to use winner’s name and/or likeness without further authorization, compensation, or remuneration of any kind for advertising, promotion, and other publicity purposes. The winner further agrees that the Prize is provided “as is” without warranties of any kind, express or implied, including, but not limited

to, all warranties of merchantability and fitness for a particular purpose, although the original manufacturer of the Prize may provide its own warranty. Sponsor makes no promise or guarantee regarding the physical condition of the Prize.

**UNFORESEEN CIRCUMSTANCES:** In the event the Sweepstakes is compromised by tampering or other causes beyond the reasonable control of Sponsor and which corrupts or impairs the administration, security, fairness or proper operation of the Sweepstakes, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Sweepstakes. The Sweepstakes is void and shall be terminated if prohibited by law or order of a court, any governmental body, agency or subdivision thereof.

Furthermore, all Sweepstakes participants acknowledge the present and ongoing circumstances regarding the novel coronavirus / COVID-19 pandemic. Should Sponsor believe that the CDC guidelines and the directions given by local health officials materially interfere with or prohibit the administration or security of the Sweepstakes in any way, Sponsor shall have no liability to Sweepstakes participants for suspending, modifying, or terminating the Sweepstakes.

**GOVERNING LAW, JURISDICTION AND VENUE:** These Official Rules shall be governed by the laws and regulations of the State of Ohio, without regard to conflicts of law principles. Any and all disputes arising out of or in connection with this Sweepstakes shall be resolved in the appropriate courts in and for Jackson, Ohio. Each Sweepstakes participant waives its right to a jury trial.

**DISPUTES:** You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the Prize shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in Jackson, Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules (whether of Ohio or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than Ohio.

**WINNER LIST:** To request a printed copy of the winners list, please email [car@thinkhire.com](mailto:car@thinkhire.com), subject "Car Giveaway Sweepstakes Winners List." Requests must be received on or before 45 days following the selection of the winner.

**SWEEPSTAKES SPONSOR:** :hire our people your solution, P.O. Box 1012, Jackson, Ohio 45640.

**QUESTIONS:** Questions and inquiries about the Sweepstakes and these Official Rules can be emailed to [car@thinkhire.com](mailto:car@thinkhire.com), subject "Sweepstakes Rules."