Cherokee Ford Lincoln of Alpharetta Military Appreciation Car Giveaway

Cherokee Ford Lincoln of Alpharetta is proud to announce our First "**Military Appreciation Car Giveaway.**" This is an event open to all active military personnel and veterans. The Grand Prize, a new 2013 Ford Fusion, will be awarded to an eligible registrant on Memorial Day 2013 at Cherokee Ford Lincoln in Alpharetta.

Contest Start Date: February 1, 2013

THE CONTEST IS OPEN TO ALL UNITED STATES MILITARY VETERANS, ACTIVE/RETIRED MILITARY PERSONNEL FROM ALL SERVICE BRANCHES OF THE U.S. ARMED FORCES, GEORGIA NATIONAL GUARD, AND RESERVISTS

RULES & REGULATIONS

Contest Name: Military Appreciation Car Giveaway (the "Contest")

Address: 1575 Mansell Road, Alpharetta, GA 30009

Telephone: 770-649-5100

Cherokee Ford Lincoln of Alpharetta will conduct the Contest as described in these rules, and by participating, each participant agrees as follows:

- A. <u>Dates of Contest</u>: Registration will begin on February 1, 2013 and end on May 24, 2013. On Memorial Day, May 27, 2013 the Grand Prize Drawing will be held to select the winner and award the new vehicle.
- B. <u>How to Enter</u>: Eligible participants will be required to personally submit a registration form to either Cherokee Ford Lincoln of Alpharetta, located at 1575 Mansell Rd, Alpharetta, GA 30009 or Cherokee Ford of Woodstock, located at 195 Woodstock Parkway, Woodstock, GA 30188. Registration forms are available at the dealerships or can be downloaded from our website <u>www.cherokeeford.com</u>. Registration forms will require registrant to sign an Affidavit of Eligibility. Registration will be accepted at either dealership during regular business hours, beginning February 1, 2013 until Friday, May 24, 2013. <u>One registration per person</u>.
- C. <u>How to Play</u>: On Monday, May 27, 2013, between 12:30 pm and 2:30 pm, registrants will be required to sign-in at Cherokee Ford Lincoln of Alpharetta and will receive a Grand Prize Entry Form. A random drawing will be conducted from all Entry Forms received, and one Grand Prize winner will be selected. <u>Participants must be present at the drawing on May 27, 2013, to be eligible to win the Grand Prize.</u> A military member who is deployed at the time of the drawing may appoint an immediate family member to represent him/her at the drawing. Proof of deployment will be required.

D. <u>Prize</u>. The Grand Prize that will be awarded to the eligible winner is a 2013 Ford Fusion, valued at up to \$24,495 MSRP.

The Dealership will select the Grand Prize vehicle from existing inventory. Prizes are not transferable, redeemable for cash or exchangeable for any other prize. All prizes must be redeemed within 60 days of the contest end date. If a winner is disqualified, the Company reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

F. <u>Eligibility and Limitations</u>. Participants in the contest and the winner of the contest must be U.S. residents. Winner will be required to provide proof of active or former military status. Employees of the Company are not eligible to participate in the contest. The winner must possess a valid driver's license and show proof of automobile liability insurance, or any other state automobile insurance requirements prior to taking possession of the prize. The winner will be responsible for any and all taxes.

G. <u>Disclaimer</u>. For all contests the Company disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. The Company is not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest.

H. <u>Publicity; Use of Personal Information</u>. By participating, where allowed by law, all participants and winner grant the Company exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use.

I. <u>Release</u>. By participating in the Contest, each participant and winner waives any and all claims of liability against the Company, its employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by the Company.

J. <u>Taxes</u>. Any valuation of the prize stated above is based on available information provided to the Company, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which are not specifically provided for in the official rules. Each winner must provide the Company with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from the Company will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

K. <u>Conduct and Decisions</u>. By participating in the Contest, participants agree to be bound by the decisions of Company personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Company will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be

final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Company, the Company reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Company deems appropriate. All decisions will be made by the Company and are final. The Company may waive any of these rules in its sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

L. <u>Miscellaneous.</u> The winner must submit proof of eligibility and sign the Company's release form to claim the prize. The Company may substitute prizes, amend the rules or discontinue the Contest at any time. The Company disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. All entries become the property of the Company and will not be returned.