

## **2020 ROUSH WORLD TOUR SPRINT AND ENDURO SERIES CONTEST RULES**

### **ELIGIBILITY**

The Promotion ("Promotion") is open only to current Hagerty Drivers Club® ("HDC") Members, or new Members that join HDC no later than September 14, 2020, who are eighteen (18) years of age or older at the time of qualification, where the Hagerty Drivers Club program is available in the United States and Canada (excluding Quebec). By entering this Promotion, participants agree to abide by all terms of these Official Rules. Participants will be automatically disqualified for any failure to conform to these Official Rules. This promotion is subject to all applicable local, state, provincial and federal laws and regulations and is void wherever prohibited or restricted by law.

### **SPONSOR**

Hagerty Drivers Club, LLC ("Hagerty" or "Sponsor"), 121 Drivers Edge, Traverse City, MI 49684

### **TIMING**

The Promotion will begin on June 16, 2020, at 8:00 A.M. Eastern Standard Time ("EST") and will end on November 20, 2020, at 10:00 P.M. EST (the "Promotion Period").

### **GRAND PRIZE**

There will be three (3) Grand Prizes awarded at the end of the Promotion period. Each Grand Prize is one (1) Rseat N1 Racing Cockpit with a value of one thousand two hundred forty-nine dollars (\$1,249.00 USD).

The winner of each Grand Prize will be contacted by email within seven (7) business days after the Promotion ends.

### **HOW TO WIN:**

- One (1) Grand Prize winner will be awarded based on the highest number of points achieved within the Roush World Tour Sprint and Enduro Series, and to whom is a confirmed HDC member at the end of the series, which will have its last race on November 19, 2020.
- Two (2) Grand Prize winners will be awarded based on the winning two (2) driver team in the Enduro Series, and to whom are confirmed HDC members at the end of the series, which will have its last race on November 19, 2020.
- Members may submit only one Eligible Entry during the entire promotion period.

### **ODDS OF WINNING**

The odds of winning are estimated at 3:100.

### **PROMOTION RESULTS**

The name of the Grand Prize winners may be announced by email or on the Hagerty and Hagerty Drivers Club websites. Information about contest winners is also available by contacting Hagerty Drivers Club at the address listed above, Attention: Chandler McCallum.

## **REQUIREMENTS**

By participating in this Promotion, Hagerty Drivers Club members agree to be bound by these Official Rules. In order to be declared a winner and claim a prize, the selected participant must be eligible according to these Official Rules, respond to the Sponsor or its representatives without delay once contacted. Participant will respond to accept the Grand Prize within thirty (30) days. There is one (1) Promotion Period ("Promotion Period") within the overall Roush World Tour Sprint and Enduro Contest. Participant must comply with the foregoing and comply with the time periods (if any) required by the Sponsor in relation to the above. If a selected participant does not comply with these Official Rules, he/she will be disqualified and will forfeit the Prize and the Sponsor can, at its sole and absolute discretion, select another participant in accordance with these Official Rules. In the event of a point tie, the tie would be broken by the participant with the highest placed finishes for the series.

## **GENERAL TERMS AND CONDITIONS**

Award is provided "as is" with no warranty or guarantee, either expressed or implied, by Sponsor. No prize substitutions or cash alternatives are available; except Sponsor reserves the right to substitute an award of equal or greater value, should the award be unavailable. Award recipients are responsible for all applicable taxes and fees associated with award receipt and/or use and will be required to file a Form 1099. By accepting the aforementioned award, the recipient consents to the use of the recipient's name, voice, portrait, picture, statement, or likeness for advertising and publicity purposes without additional compensation, except where prohibited by law. Sponsor reserves the right, in its sole discretion, to cancel or suspend this Promotion should causes beyond Sponsor's control corrupt the administration, security, or proper play of the Promotion. Decisions of Sponsor are final and binding in all matters, except as stated otherwise herein.

## **LIMITATIONS OF LIABILITY**

Participating members agree not to institute any claim against, and to release and hold harmless, Hagerty and its owners, officers, directors, employees, agents, or representatives from any and all liability whatsoever for any injuries, losses, costs, taxes, expenses, emotional distress, or damages of any kind, direct or indirect, arising from or in connection with participation in the Promotion or the acceptance, use, or misuse of any award and/or the participation in, or the travel to and from and attendance at any award-related activity. Participants also waive all rights to claim punitive, incidental, or consequential damages, or any other damages, including attorneys' fees and costs.

## **DISPUTES**

Except where prohibited, participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prize awarded, will be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Michigan or the appropriate Michigan State Court; (2) any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion (if any), but in no event does this include legal fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise

increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules and Regulations, or the rights and obligations of the participant and Sponsor in connection with the Promotion, will 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.