

**WAYNE AKERS FORD
INFORMATION + INNOVATION
2019 NEW FORD MUSTANG GIVEAWAY
OFFICIAL RULES
NO PURCHASE NECESSARY.
MAKING A PURCHASE WILL NOT IMPROVE CHANCE
OF WINNING.**

1. **ELIGIBILITY:** Void where prohibited. The Promotion is offered and open only to legal residents of Miami-Dade County, Broward County, Monroe County, Palm Beach County, Martin County, St. Lucie County, Indian River County, Okeechobee County, Collier County, Hendry County, Charlotte County, and Lee County in the State of Florida at least 18 years old and of legal age of majority in their jurisdiction of residence at time of participation. Subject to the additional restrictions below, the Wayne Akers Ford of Lake Worth New Ford Mustang Giveaway is open to licensed drivers 18 years or older at the time of entry. Employees of Wayne Akers Ford of Lake Worth and each of their respective affiliated companies, and advertising and promotional agencies, and the immediate family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term “immediate family members” includes spouses, parents, grandparents, siblings, children and grandchildren. Groups, clubs, organizations, commercial entities, and businesses cannot participate. By participating, you agree to abide by these Official Rules and to all decisions of Wayne Akers Ford, which are final and binding in all respects.
2. **PROMOTIONAL PERIOD:** Promotion period begins on April 18, 2018, 12:00:00 a.m. EDT and ends on April 18, 2019, 11:59:00 p.m. EDT. Entry Period runs April 18, 2018, 12:00:00 a.m. – April 18, 2019, 11:59:00 p.m. EDT.
3. **ENTRY:** The entry period begins on April 18, 2018 and will end on April 18, 2019 (the “Contest Period”). Wayne Akers Ford of Lake Worth reserves the right to extend the entry period. Starting on or about April 18, 2018 you may enter to win at www.wayneakersford.com, Wayne Akers Ford 2000 10th Ave. N. Lake Worth, FL 33461 and other participating offsite locations. All entry materials become the property of Wayne Akers Ford; none will be returned. The Wayne Akers Ford will not be responsible for incomplete, lost, late, postage-due, misdirected or illegible entries. Any questions regarding the number of entries submitted shall be determined by Wayne Akers Ford in its sole discretion, and Wayne Akers Ford reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the Promotion. **Limit: One (1) Entry per person per day during the Giveaway Entry Period.** In the event more than one (1) Entry is received from any one (1) person per day, the first Entry processed that day will be considered the only valid Entry received. (Limit one per 24 hour, midnight to midnight each day)
4. **CONTESTANT SELECTION:** One (1) randomly selected Grand Prize Winner will be selected on or about April 18, 2019 at or about 5:00 p.m. at Wayne Akers Ford in Lake Worth, Florida. You need not be present to win. The winner will be selected from all of the entries from those entries that entered to win at Wayne Akers Ford of Lake Worth and other participating locations (TBD) from among all eligible Registration Entries received during the Promotional Period. The Winner must provide a valid drivers license and proof of auto insurance at the time of pick up of the prize. The selected winner may not transfer prize prior to pick up.

5. **WINNING:** One (1) winner will be randomly selected by a drawing from among the all valid, eligible entries submitted by the time of the entry deadline of the random drawing. Winner will be contacted by telephone and after 3 attempts to reach the winner; an alternate winner will be drawn from the eligible entries with 3 attempts. The random drawing and telephone contacts for a winner from all valid eligible entries will continue until there is a successful attempt and a winner has been reached. The prizewinner need not be present at the Final Giveaway event. Winners may waive their right to receive prizes. Prizes are non-assignable and nontransferable. No substitutions allowed by winner. In the event the winner waives their right to receive the grand prize, Wayne Akers Ford of Lake Worth reserves the right to award the grand prize to the next qualified and eligible entry.

6. **PRIZE/ODDS/LIMITS ON PRIZES AVAILABLE:** Grand Prize: one new 2019 Ford Mustang (MSRP \$27,500.00) will be offered. ODDS: The odds winning depend on the number of eligible entries received prior to the respective drawing. All sale tax, tags and dealer fees for the 2019 Mustang will be paid by Wayne Akers Ford. All other taxes, insurance fees, destination and handling charges, and other fees associated with automobile, including any travel and transportation costs associated with collecting the vehicle and for all costs associated with any available upgrade/option packages or equipment not provided with prize vehicle and fees for on any prize awarded are the sole responsibility of the winner. Winner will receive a 1099 from Wayne Akers Ford. Vehicle awarded may differ from any vehicle shown in promotional materials. Vehicle color, package, options, equipment and other specifics will be determined by Wayne Akers Ford in its sole discretion and are subject to availability. The 2019 Ford Mustang may not be exchanged for cash. MSRP of vehicle is as of date of printing of these Official Rules. The difference in value as stated herein and value at time of prize notification, if any, will not be awarded in cash. Grand Prize winner must have valid U.S. drivers license and proof of insurance to take delivery. Vehicle delivery date and time will be determined by Wayne Akers Ford and may take up to three (3) months from time of prize award.

7. **GENERAL CONDITIONS:** Winner will be required to complete, execute and return an Affidavit of Eligibility, a Liability Release, Proof of Auto Insurance and where lawful, a Publicity Release within fourteen (14) days of the date of the win. In the event winner fails to timely return documents, or prize is returned as non-deliverable, or if potential winner is found not to be eligible or not in compliance with these Official Rules, disqualification may result. No alternate winner will be selected. By accepting a prize, where permitted by law, potential winner(s) grants to Wayne Akers Ford and its designees, (which grant will be confirmed in writing upon request of Wayne Akers Ford parents, subsidiaries and related companies, and those acting pursuant to the direction of Wayne Akers Ford the right to print, publish, broadcast and use, worldwide in any media now known or hereafter developed, including but not limited to the World Wide Web, at any time or times, the winner's full name, photo, picture, portrait, or other likeness, voice and *indicia of persona*, and biographical information as news or information, and for advertising, trade, and promotional purposes without additional compensation or consideration, and without notification, review or approval.

Each participant, as a condition of participating, releases and agrees to indemnify and hold harmless Wayne Akers Ford the prize provider, their respective parents, affiliates, subsidiaries, related companies, advertising and promotion agencies and all of their respective directors, officers, employees, representatives, agents, successors and assigns from any and all liability for any injuries, loss or damage of any kind to person(s), including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize or participation in any Promotion related activity, or participation in this Promotion. The winner shall bear all risk of loss or damage to his/her prize after it has been delivered.

Wayne Akers Ford reserves the right, at its sole discretion, to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, will void all such entries by any such methods, and will disqualify any participant using such methods.

8. LIMITATIONS OF LIABILITY:

a) Any attempted participation by means other than those permitted by these Rules, is void. Wayne Akers Ford and any participating promotion agencies or prize providers will not be responsible for lost, late, incomplete, stolen, misdirected, illegible or postage-due entries; or any technical error or failure, or unauthorized human intervention, or for the inaccurate capture of entry or other information, or the failure to capture any such information. Wayne Akers Ford is not responsible for contacting any participant if that participant has changed contact information and failed to provide Wayne Akers Ford with the proper contact information when such information is required.

b) Neither Wayne Akers Ford nor any participating promotion agencies or prize providers are responsible for any incorrect or inaccurate information or for any faulty or failed electronic data transmissions, lost, late, damaged, misdirected entries, incomplete or inaccurate capture of entry information (regardless of cause). If, for any reason, the Promotion is not capable of running as planned for any reason which Wayne Akers Ford in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Wayne Akers Ford reserves the right to terminate, modify or suspend this Promotion, in whole or in part, and if possible, to select the Contestants from entries received prior to the action taken or as otherwise may be deemed fair and appropriate by Wayne Akers Ford

IN NO EVENT WILL WAYNE AKERS FORD ANY PARTICIPATING PROMOTIONAL COMPANIES OR PRIZE PROVIDERS, OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

9. MISCELLANEOUS: This Promotion is subject only to the laws of Florida in the United States, without regard to Florida's conflicts of law provisions. Prizes will be awarded and/or delivered only to addresses within the United States. Unclaimed prizes will not be awarded. Additionally, Wayne Akers Ford reserves the right to prosecute any fraudulent activities to the full extent of the law. Failure to comply with these Official Rules may result in disqualification. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, WAYNE AKERS FORD RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

10. ARBITRATION/CHOICE OF LAW: Except where prohibited, participants in the Promotion agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prizes awarded, or the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of Florida, U.S.A. pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for and participants hereby waive all rights to claim 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. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Wayne Akers Ford in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Florida, without regard to conflicts of law doctrine.

11. WINNERS LIST: For the name of the winners, if any, send a self-addressed first class stamped envelope to: UPs Automotive Inc. 639 E. Ocean Ave. Suite 404 Boynton Beach, FL 33435, for receipt by April 30, 2019.