

"National Dollar Day" Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

**BY ENTERING THIS SWEEPSTAKES SPONSOR WILL SEND MARKETING AND PROMOTIONAL MATERIALS TO YOU VIA EMAIL. YOU MAY OPT OUT OF RECEIVING MARKETING AND PROMOTIONAL MATERIALS AT ANY TIME BY USING THE UNSUBSCRIBE LINK OR BY CONTACTING THE SPONSOR AT [CUSTOMERSERVICE@DOLLAR.COM](mailto:CUSTOMERSERVICE@DOLLAR.COM).**

**DATES OF SWEEPSTAKES:** The "National Dollar Day" Sweepstakes (the "Sweepstakes") begins at 12:00:01 a.m. Eastern Time ("ET") on July 17, 2019 and ends at 11:59:59 p.m. ET on August 7, 2019 (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to legal United States residents residing in the forty-eight (48) contiguous United States and the District of Columbia who are licensed and insured drivers and at least twenty-one (21) years of age or older at the time of entry (each, an "Entrant"). Officers, directors, managers and employees of The Hertz Corporation (the "Sponsor") and each of its respective parent companies, subsidiaries, affiliates, and related companies, advertising and promotion agencies, consultants and agents, as well the immediate family (spouse, parents, siblings and children) and household members of each such person, any others engaged in the development, production, execution or distribution of this Sweepstakes (all collectively, referred to herein as "Sweepstakes Entities") are not eligible to participate. Sweepstakes is subject to all federal, state and local laws and regulations, is void outside the forty-eight (48) contiguous United States, the District of Columbia and where restricted or prohibited by law. By entering, Entrants unconditionally accept and agree to comply with, and abide by these Official Rules and the decisions of the Sponsor, which shall be binding in all respects.

**TO ENTER:** BY ENTERING, SPONSOR WILL SEND MARKETING AND PROMOTION MATERIALS TO YOU VIA EMAIL. AN OPT-OUT WILL BE PROVIDED OR YOU CAN EMAIL [CUSTOMERSERVICE@DOLLAR.COM](mailto:CUSTOMERSERVICE@DOLLAR.COM).

There is (1) way to enter into the Sweepstakes:

- 1. Complete the Registration Form:** Entrants may visit <https://pub.emails.dollar.com/dollar-day> and complete and submit the registration form in its entirety to receive one (1) entry into the Sweepstakes.

**There is a limit of one (1) entry per Entrant for the entire Sweepstakes Period.**

Any attempt by an Entrant to obtain more than the stated number of entries, and/or any other methods will void that Entrant's entry and that Entrant may be disqualified from the Sweepstakes. In the event of a dispute regarding the identity of the person submitting an entry the entry will be deemed submitted by the person who was named on the registration form. Potential Winners (as defined in the "PRIZES" section in these Official Rules) may be required to show proof of being the Authorized Account Holder.

Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction or unauthorized access to, or alternation of entries. Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information. No copies, facsimiles or mechanically or programmatically reproduced entries are permitted. Sponsor will not confirm receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned.

**WINNING/ODDS:** At the conclusion of each week during the Sweepstakes Period, one (1) potential Weekly Prize winner will be selected from among all eligible entries received. Winners will be selected in a random drawing conducted by Sponsor, whose decisions are based on their sole discretion and interpretation of these Official Rules and are final and binding in all respects. Odds of winning depend upon the total number of eligible entries received during the Sweepstakes Period.

**PRIZES:** Three Weekly Prizes are available, (one (1) per Week during the Sweepstakes Period) Each Weekly Prize consists of a voucher for a free five (5) consecutive day rental on a Midsize SUV, redeemable at participating U.S. Dollar locations. The approximate retail value ("ARV") of each Weekly Prize is \$500.00. Limit one (1) Weekly Prize per household.

**PRIZE RESTRICTIONS:** The trip/prize restrictions/conditions stated herein are not all-inclusive and the prize described above may be subject to additional restrictions/conditions, which may be stated in the Required Documents (as defined in the "NOTIFICATION" section of these Official Rules), and/or other release documents. A Prize Winner later found ineligible or non-compliant will be immediately required to return and forfeit any prize awarded. No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute a prize of comparable value. Vouchers are subject to separate terms and conditions and will not be replaced by Sponsor if lost, stolen, misplaced, damaged or destroyed. Prize redemption is subject to expiration. Actual value may vary based on location, date and length of rental. Any difference between ARV and actual value will not be awarded as cash or otherwise. *Products, vouchers, photographs / recordings and any other element received as a prize may not be resold, auctioned, bartered, or placed into any other unauthorized channels of distribution. Any prize pictured in advertising or promotional materials is for illustrative purposes only and may not be the actual prize awarded.*

Prize is not transferable prior to award. Prize consists only of the items specifically listed as part of the Prize description. No more than the (3) Prizes set forth in these Official Rules will be awarded.

**PRIZE CLAIM/NOTIFICATION:** The potential prize winners will be notified by telephone and/or mail and/or e-mail on 7/24/19 for the first weekly winner, 7/31/2019 for the second weekly winner and on 8/7/19 for the third weekly winner using contact information associated with the Registration Form. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. Sponsor, in its sole discretion, will attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason prior to award, such potential prize winner will be disqualified, and an alternate prize winner may be selected. Sponsor shall have no liability or obligation to such individual. The Prize Winners consent (and agree to sign any additional documents required by Sponsor to formalize, effect or perfect such consent, except where prohibited by law) to Sponsor's use of his/her name, likeness (photograph and/or video), biographical information, and voices in advertising/publicity/trade without compensation, notice or approval; and, Prize Winners disclaim any ownership rights of such advertising/publicity/trade material (TN residents will not be required to sign a publicity release).

**GENERAL CONDITIONS:** Neither Sponsor nor any of the Sweepstakes Entities is responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Should any portion of the Sweepstakes be, in Sponsor's sole discretion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole discretion of the Sponsor, corrupt or impair the administration, security, fairness or

proper play, or submission of entries, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes in a manner which in its sole discretion is fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted to the Website. In such event, Sponsor reserves the right to award the Prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sponsor reserves the right to disqualify or reject any incomplete, inaccurate or false entry. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.**

**RELEASE:** By participating in this Sweepstakes, Entrants agree to release and hold harmless Sponsor and each of its respective officers, directors, trustees, managers, employees, parents, subsidiaries, affiliates, agents, members, shareholders, insurers, servants, divisions, predecessors, successors, representatives, distributors, advertising, and promotion agencies, including the Sweepstakes Entities(collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt, redemption or use of any part of the Prizes.

**LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (a); unauthorized human intervention in any part of the entry process or as it pertains to the Sweepstakes; (b) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (c) any injury or damage to persons or property (including but not limited to Entrant's wireless device, or mobile phone) which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes; (d) any printing or typographical errors in any Sweepstakes-related materials (if applicable); (e) stolen, lost, late, misdirected, corrupted, incomplete, or indecipherable entries or the unavailability or inaccessibility of any transmissions, telephone, wireless device carrier networks or Internet Service (as applicable); (f) technical failures of any kind, including but not limited to the malfunctioning of any computer, mobile device, cable, network (including Entrant's particular wireless device carrier network), hardware or software; (g) Entrant's inability to connect to his/her particular mobile device carrier network for any reason, including due to poor carrier reception and/or signal strength at any particular location (if applicable); and (h) the unavailability or inaccessibility of any transmissions, telephone, wireless device carrier networks or Internet service. All federal, state and local regulations apply.

**DISPUTES:** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of, or connected with, this Sweepstakes (including, without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrability of any dispute, or any claim that these Official Rules (or any part thereof) are invalid, illegal, or otherwise voidable (or void) shall be resolved individually, without resort to any form of class action, and exclusively by arbitration to be held solely in New York, New York under the auspices of the American Arbitration Association; (b) any and all claims, judgments, liabilities, and/or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with Entrant's participation in this Sweepstakes or otherwise accessing this Sweepstakes, and in no event will Entrant be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will you be permitted to obtain awards for, and Entrant hereby waives, all rights to claim, punitive, special, incidental, and/or consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall Entrant seek or be entitled to rescission, injunctive, or other equitable relief or

to enjoin or restrain the operation of this Sweepstakes, exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Sweepstakes or any content or other material used or displayed on this Sweepstakes. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**PRIVACY:** Information collected from an Entrant is subject to Sponsor's privacy policy, available at [https://www.dollar.com/AboutUs/Global\\_Privacy\\_Policy.aspx](https://www.dollar.com/AboutUs/Global_Privacy_Policy.aspx).

**WINNER'S LIST/RULES REQUEST:** For the name of the Prize Winners, please submit a self-addressed, stamped envelope for receipt no later than October 7, 2019 to "Dollar Brand Team National Dollar Day Sweepstakes", 8501 Williams Road Estero, FL 33928. For Official Rules, visit <https://www.dollar.com/~/-/media/F0EC32BACB1146BA8351CD7128A272CB.ashx>.

**SPONSOR:** The Hertz Corporation, 8501 Williams Rd, Estero, FL 33928.