

# Continental Tire Weekly Winter Giveaway Sweepstakes

## OFFICIAL RULES

**NO PURCHASE, PAYMENT, PROOF OF PURCHASE OR ENTRY FEE OF ANY KIND IS NECESSARY TO ENTER, AND ENTRY TO THE SWEEPSTAKES IS FREE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES TO WIN. ENTRY OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER ON DATE OF ENTRY (19 YEARS OLD IF A RESIDENT OF AL OR NE; 21 YEARS OLD IF A RESIDENT OF MS). VOID IN FLORIDA, NEW YORK, PUERTO RICO, ALL US TERRITORIES AND POSSESSIONS AND WHEREVER ELSE PROHIBITED BY LAW.**

**1) SWEEPSTAKES TIMING:** The Continental Tire Weekly Winter Giveaway Sweepstakes (the "Sweepstakes") starts January 15, 2021 at 7:00 AM Eastern Standard Time (EST) and ends March 11, 2021 at 11:59:59 PM EST (the "Sweepstakes Entry Period"). Sponsor's computer is the official timekeeper for this Sweepstakes.

**2) ELIGIBILITY:** This Sweepstakes is offered and open only to persons legally residing in the United States or District of Columbia who are at least eighteen (18) years of age on the date of entry in this Sweepstakes (nineteen (19) years of age if a resident of AL or NE; twenty-one (21) years of age if a resident of MS). Officers, directors and employees of Continental Tire the Americas, LLC ("Sponsor") and its parent, subsidiary and affiliated companies, distributors, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Sweepstakes (collectively, the "Sweepstakes Entities") and the immediate family members (parent, child, sibling, IRS dependent and spouse of each) of and/or persons living in the same household as such individuals (whether related or not) are not eligible to participate. This Sweepstakes is void in Florida, New York, Puerto Rico, all other U.S. territories and possessions and wherever else prohibited by law. U.S. law governs this Sweepstakes.

**3) HOW TO ENTER:** To enter, entrants will go to Sponsor's Facebook page located at <http://continentaltire.votigo.com/fbsweeps/sweeps/ContinentalTireSweepstakes> and complete a short entry form by providing entrant's first name, last name, email address, age, and zip code.

No purchase, entry fee, payment, or proof-of-purchase is necessary to participate. There is a limit of one (1) entry per entrant; provided, however, that upon completion of the entry form each entrant will receive: (i) a notification that they can receive one (1) additional entry each (up to a maximum of four (4) additional entries) by visiting Continental Tire's website or by visiting Continental Tire's Facebook, Instagram, or Twitter account pages; and (ii) a unique referral code to share and for each additional entry used by someone other than the original entrant to enter the Sweepstakes, the original entrant shall receive one (1) additional entry. Entries that do not comply with these Official Rules will be disqualified, at Sponsor's sole discretion. No correspondence regarding entries will be entered into with entrants. Entries received that are illegible, incorrect, incomplete, late, undecipherable, postage due or are not submitted via the method outlined above will be disqualified. Sponsor is not responsible for entries received that are unintelligible, incomplete, misdirected, received in a damaged or corrupted file, lost or late, all of which will be disqualified. Proof of transmission (such as a "confirming" message) of the Sweepstakes entry does not constitute proof of submission/delivery. All entries must be

submitted according to these Official Rules during the Sweepstakes Entry Period. An entry will not be considered complete if the entry has not completed uploading by the deadline noted above, even if the entrant initiated the upload before that time. By entering in the Sweepstakes, all entrants agree to abide by these Official Rules, which are final and binding on all matters pertaining to this Sweepstakes. Each entry registration submitted must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified.

Any individual who attempts to enter, or in the sole discretion of Sponsor is suspected of submitting entries in excess of the disclosed maximum, by any means, including but not limited to establishing multiple accounts, will be disqualified from participation in this Sweepstakes. In the event of a dispute over the identity of any potential winner, the entry will be declared made by the authorized account holder of the email account submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such accounts. The authorized account holder is deemed as the natural person assigned by an Internet access provider, service provider, or other organization responsible for assigning email accounts. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email address during the Sweepstakes Entry Period. All entries become the property of Sponsor and will not be returned to entrant.

At the time of entry, entrants will have the opportunity to opt-in to receive further communications from the Sponsor. Entrants are not required to opt-in, and opting in will not increase your ability of winning. If an entrant chooses to opt-in, the entrant thereby grants the Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services and products. Any information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by the entrants at the time of entry, with these Official Rules, and with the Sponsor's Privacy Policy found at: [www.continentaltire.com/terms-of-use](http://www.continentaltire.com/terms-of-use)

By completing the entry, entrant agrees to the terms of use and privacy notice found at each respective website. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider will apply. By successfully transmitting your entry you will receive one (1) entry into the Sweepstakes.

**4) EVENT DRAWINGS:** There will be eight (8) separate random Grand Prize drawings that will each individually occur on the following dates: (i) January 21, 2021; (ii) January 28, 2021; (iii) February 4, 2021; (iv) February 11, 2021; (v) February 18, 2021; (vi) February 25, 2021; (vii) March 4, 2021; and (viii) March 11, 2021. Sponsor shall conduct decisions on all matters related to the Sweepstakes Grand Prize drawings which shall be final and binding. Two (2) Secondary Prize winners will be automatically selected each day during the Sweepstakes Entry Period. All Sweepstakes winners will be selected by random drawing. An entrant selected as a potential Sweepstakes winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. Odds of winning depend on the total number of eligible entries received.

**5) NOTIFICATION OF WINNERS:** Potential winners are subject to eligibility verification and compliance with these Official Rules. Sponsor will attempt to notify the potential winners via the email address provided at time of entry. Each potential Grand Prize winner will be required to complete, notarize and return an Affidavit of Eligibility, Liability Release and where lawful, a Publicity Release along with the IRS Form W-9 (collectively, the "Release Forms") within seven

(7) days of notification of winning the Grand Prize. Failure to return Release Forms timely, or if any Prize notification is returned as non-deliverable, or if winner is found not to be eligible or not in compliance with these Official Rules, may result in disqualification with an alternate Prize winner selected in accordance with these Official Rules, time permitting. As required by law, for any prize over \$600, the Prize winner is required to furnish his or her social security number that will be used only for the purpose of reporting the winner's prize earnings to the Internal Revenue Service. Upon disqualification, no compensation will be awarded.

**6) PRIZES:** Eight (8) Grand Prizes (as defined herein) and One Hundred Twelve (112) Secondary Prizes will be awarded in this Sweepstakes, as follows:

- Grand Prize (8): One (1) set of four (4) light/passenger tires from Sponsor and one (1) set of four (4) wheels from Verde. The Approximate Retail Value ("ARV") of each Grand Prize is up to Three Thousand Five Hundred US Dollars (\$3,500 USD).
- Secondary Prize (112): One (1) prepaid Visa® gift card with a total balance of One Hundred US Dollars (\$100 USD).

The Grand Prizes and Secondary Prizes may be referred to herein individually as a "Prize" or collectively as the "Prizes". The total ARV of all Prizes is Thirty-Nine Thousand Two Hundred US Dollars (\$39,200 USD). Any difference between actual value of any Prize and the ARV stated herein will not be awarded. The winner shall bear all risk of loss or damage to their package included as the Prize, as noted above, after it has been delivered. The Secondary Prize is subject to the terms and conditions of the gift card issuer and the issuer's instructions and restrictions on the usage of the gift card will apply. All Prize details are at the sole discretion of the Sponsor. Sponsor makes no representations of any kind concerning the appearance, safety, or performance of any part of the Grand Prize.

**7) PRIZE RESTRICTIONS:** Prizes are non-transferable, non-assignable and substitution will not be allowed, except as expressly provided in these Official Rules or otherwise at the sole discretion of the Sponsor, who reserves the right to substitute Prizes with one of equal or greater approximate value or comparable use should the advertised Prize become unavailable for any reason (except as already clarified herein). The Prizes cannot be redeemed for, in whole or in part, sold, transferred or sub-leased to any other person before delivery. Winner will be responsible for all taxes, income taxes and/or sales taxes (federal, state and local) and all other expenses not specifically mentioned here related to acceptance and use of the Prize. A 1099 Miscellaneous Tax Form will be issued to the winner for the actual value of the Prize for the 2020 tax year. Any photographs of the Prize package in promotional materials are for illustrative purposes only. Actual details and components of the Prizes awarded may differ from the Prize being advertised. Federal, state, and local taxes, and any expenses relating to the acceptance and use of the Prize not otherwise specified herein, are the responsibility of the Prize winner.

**8) CONDUCT:** This Sweepstakes is subject to all federal, state and local laws/regulations. By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of Sponsor and/or the judges that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL

TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) 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 THAT OR ANY OTHER PROVISION.

**9) LIMITATIONS OF LIABILITY:** Sweepstakes Entities assume no responsibility or liability for: (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or any combination thereof; or (e) any injury or damage to entrant's or to any other person's electronic device which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, and award any prize in a random drawing among all non-suspect eligible entries received as of the termination date. The Sponsor will not be responsible for acts of God, dangerous weather conditions, acts of terrorism, civil disturbances, work stoppage or any other matters beyond the Sponsor's reasonable control (each a "**Force Majeure**" event) that may cause the cancellation or postponement of the Sweepstakes.

**10) ENTRANT RELEASES:** All entrants, as a condition of entry into the Sweepstakes, agree to release officers, directors and employees of Continental Tire the Americas, LLC and its parent, subsidiary and affiliated companies, distributors, suppliers, printers, application developers, advertising, promotional and judging agencies or other persons engaged in the development, production or distribution of materials for this Sweepstakes, along with Facebook, from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: accessing the Sweepstakes page; submitting an entry or otherwise participating in any aspect of the Sweepstakes; the receipt, ownership, use, misuse or non-use of any prize awarded; preparing for, participating in or traveling to and/or from any prize-related activity, or any human, typographical or other inadvertent error in these Official Rules or the announcement of offering of any prize. Sponsor makes no representations or warranties of any kind concerning the appearance, safety, or performance of any prize. Except for residents of Tennessee and wherever else prohibited by law, the winner grants to Sponsor the right to print, publish, broadcast and use the winner's name, city, state, biographical information, voice, photograph or other likeness and statements related to any prize acceptance/use, for public relations/promotional/media events about the Sweepstakes along with any other related advertising purposes, as may be determined by Sponsor, in any media now known or hereafter developed, in perpetuity, including but not limited to social media and the World Wide Web, without compensation unless prohibited by law. Acceptance of any prize irrevocably grants to Sweepstakes Entities the right to use any recordings/photographs/videos resulting from these public relations/promotional/media events. The rights hereby granted to Sweepstakes Entities

include the perpetual, exclusive and unencumbered right to use, not use, edit, reproduce, publicly and privately display, create derivative works based upon, distribute, telecast, publish, promote, market, and otherwise exhibit the videos/photograph worldwide, at discretion of Sweepstakes Entities, without approval of winner.

In the event there is a discrepancy or inconsistency between statements contained in any Sweepstakes-related materials, and terms and conditions stated in these Official Rules, these Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

**11) DISPUTES:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the State or Federal Courts located in Mecklenburg County North Carolina; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and/or 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, 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 North Carolina.

**12) SPONSOR:** Continental Tire the Americas, LLC, 1830 MacMillan Park Drive, Fort Mill, SC 29707.

**13) WINNERS:** To obtain the name of the winners, send a self-addressed, stamped envelope to: Continental Tire Newsletter Survey Sweepstakes Winner c/o Revolution, ATTN: Stephanie Filardo, 210 North Carpenter Street Chicago, Illinois 60607. Requests for the name of the winner must be received no later than March 31, 2021.

**14) FACEBOOK DISCLOSURE:** This Sweepstakes is in no way sponsored, endorsed, or administered by or associated with Facebook.

**15) OFFICIAL RULES:** Please visit <http://continentaltire.votigo.com/fbsweeps/sweeps/ContinentalTireSweepstakes> for a copy of the full Sweepstakes Official Rules.