

Mark Miller Subaru

OFFICIAL RULES

Contest name: #ReturnTheLove

Promo Dates: November 14, 2019 – January 2, 2020

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS OPEN TO LEGAL RESIDENTS OF UTAH ONLY, WHO MEET THE ELIGIBILITY REQUIREMENTS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED.

Promotion Period: Contest promotion period is scheduled to begin on **11/14/19** and end on **1/2/20**. The grand prize contest event is scheduled to occur on **3/28/2020** at **Mark Miller Subaru, 10920 South State in Sandy, UT**. The contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

General Contest Rules:

- **Who May Enter:** There is no purchase necessary to enter. Contest is open to Utah residents that are age 18 or older as of date of entry with a valid driver's license, except the following classes of persons who are not eligible to enter:
 - Employees, officers, and directors of **Mark Miller Subaru** ("Sponsor/Administrator"), each of Mark Miller Subaru's respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this contest and the members of the immediate families or households of any of the above, whether or not related. "Immediate family members" includes, for purposes of this contest, parents (including in-laws), grandparents, siblings (including stepsiblings), children (including stepchildren), grand children (including step grandchildren) and each of their respective spouses.
 - Individuals who are unable or unwilling to be present to participate in the grand prize event on 3/28/2020. **Difficulties with getting to location to enter or participate in the contest are not the responsibility of Sponsors.**
 - Grand Prize Event Date: Visit Mark Miller Subaru South Towne on the grand prize event date and fully complete an entry blank made available beginning at 12:00 noon. Deposit entry blank into the registration box available at Mark Miller Subaru by the required registration deadline prior to the start of the grand prize contest. Maximum of one (1) entry per person.
- A total of one prize may be won per household address, name, and or family residing in same, per contest, whether the prize be in cash, services, or merchandise.
- Persons who have previously won a prize of either cash, services, or merchandise from Mark Miller Subaru in the past 12 may not win again until after 12 months from the date of the previous item won. These restrictions also apply to immediate household members of contest or prize winners.
- The winner will be responsible for all tax liability associated with winning this contest and will be required to submit their social security number for tax reporting for values over \$600. Winner will be required to sign an eligibility release form and give Mark Miller Subaru, Broadway Media, and their partners' and sponsors' permission to use their name, photo and voice for promotional purposes without further compensation. By accepting prize, winner releases Mark Miller Subaru, Broadway Media, all stations and all participating sponsors from any liability as a result of this prize. Mark Miller Subaru reserves the right to substitute prizes of similar or greater value.
- All decisions by the judges and/or administrators of the contest are final.

- Prizes will not be awarded until winner has been verified for eligibility through the Mark Miller Subaru Business Office. Verification may take up to 3 weeks. Prizes must be claimed in a timely manner. Prized not picked up within 30 days will be considered abandoned. Mark Miller Subaru will not be required to replace expired items. Office hours for prize pickup are 9:00 am to 5:00 pm Monday through Friday at the address listed above.
- Prizes are non-transferable and will be awarded to the winner only, based on eligibility.
- Picture ID is required in order to claim a prize.
- Prize will not be mailed. Winner must pick up prize in person and sign proof of receipt and contest rules.
- Winner must be a legal resident of Utah.
- Copies of these rules are available at Mark Miller Subaru Midtown, located at 3535 South State St. in South Salt Lake City between 9:00 am to 5:00 pm; or by mailing a self-addressed, stamped envelope. Contest rules are also posted on Mark Miller Subaru's web sites where available.
- Contest rules may be modified by Mark Miller Subaru at any time.

Additional information, rules, and restrictions:

Sponsor/Administrator: This promotion is sponsored and administered by **Mark Miller Subaru**

Prize Awards & Delivery:

Contest Grand Prize Winner: The grand prize winner in the #ReturnTheLove contest will be eligible to claim the grand prize, subject to verification of compliance with these Official Rules. The Contest grand prize is: **the equivalent value of car payments totaling \$300.00 a month for 36 months, paid in a lumpsum of \$10,800.00 directly to the contest winner. Payments made on vehicle are the sole responsibility of winner. If it is determined that the Grand Prize winner does not meet the credit approval through Mark Miller Subaru, then the Grand Prize winner will receive \$4,000.00.** All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Grand Prize winner.

Winner must accept delivery of prize from Mark Miller Subaru, or as otherwise instructed by Mark Miller Subaru. All other costs related to prize delivery and acceptance is the responsibility of winner including but not limited to federal, state and local taxes. All properly claimed prizes will be awarded. Prizes are non-transferable and no prize substitution allowed, except at sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize of equal or greater value if an advertised prize becomes unavailable.

Winner(s) will be required to complete and return a W-9 form (*if prize value exceeds \$600.00*), affidavit of eligibility, and liability/publicity release, and present a valid driver's license and social security card before prize will be awarded. Winners of prizes greater than \$600.00 will be issued a 1099 form reflecting the value of the prize(s) and are responsible for paying all income taxes on prize(s). Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, contestant will not receive any other prize substitution or compensation.

Additional Rules & Restrictions: By participating in this Contest entrants agree to abide by and be bound by the Official Rules and the decisions of Mark Miller Subaru which shall be final in all matters relating to this Contest. In the event an entrant wins the prize and is later found to be in violation of these rules, he/she will be required to forfeit the prize or to reimburse Mark Miller Subaru for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrant's ineligible for the prize.

By participating, entrants agree to hold all Contest Related Parties (“Released Parties”) harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant’s participation in this Contest, or the acceptance, possession or use/misuse of the prize (including any injury or harm resulting from use of the vehicle), and to assume all liability thereof.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties’ sole control.

Administrator reserves the right to cancel, modify or terminate the Contest if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Contest, in the opinion of the Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Administrator, in its sole discretion. In the event of early termination of the Contest, Administrator reserves the right to determine the winner in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

IN CASE OF DISPUTES: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Utah; (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 entrant be permitted to obtain awards for, and entrant hereby waives 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. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of Utah, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Utah or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Utah.

Odds: The odds of being selected as a grand prize finalist are dependent upon the number of eligible entries received. The odds of winning the Key Contest grand prize, based upon all selected finalists being present, are 1:400.