

2017 RICK HENDRICK BMW SWEEPSTAKES PROMOTION

**NO PURCHASE REQUIRED TO ENTER OR WIN
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING**

**THE ODDS OF BEING SELECTED DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES
RECEIVED DURING THE PROMOTION PERIOD.**

1. **ELIGIBILITY & PRIZES:** This sweepstakes promotion (the “**Promotion**”) is open only to persons who are legal residents of one of the 48 continental United States or the District of Columbia (excluding Alaska, Hawaii, Arizona and Rhode Island), and are 21 years of age or older at the time of entry. Employees of Sponsor (defined below), Hendrick Motorsports and their affiliates, as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee are ineligible for entry to the Promotion. The Promotion is subject to federal, state, and local laws and regulations and is void where prohibited by law. Two prize winners will each be awarded two (2) tickets to the Jimmy Buffett concert at the North Charleston Coliseum in North Charleston, South Carolina scheduled on April 6, 2018 (valued at \$[157.50] per ticket, the “**Prizes**”). The Prize winners will be responsible for all other costs necessary to utilize a Prize.
2. **SPONSOR:** The Promotion is conducted by Charleston Automotive Company, a South Carolina general partnership (1518 Savannah Hwy, Charleston, SC 29407) (“**Sponsor**”).
3. **OFFICIAL RULES:** Participation in the Promotion constitutes entrant’s full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a Prize is contingent upon fulfilling all requirements set forth herein. A copy of these Official Rules, or the name of the Prize winners, may be obtained by sending a written request to Sponsor’s address listed in **Paragraph 2** above.
4. **ENTRY PERIOD & ENTRY:** The Promotion begins on (i) March 1, 2018, at 11:00 a.m. E.T. and ends on March 18, 2018, at 3 p.m. E.T. (the “**Promotion Period**”). To enter, test drive a new motor vehicle offered for sale by Sponsor by visiting Sponsor’s at the address in **Paragraph 2** above prior to expiration of the Promotion Period. **ENTRIES SUBMITTED BEFORE OR AFTER THE PROMOTION PERIOD WILL BE DISQUALIFIED.** Limit one entry per household. To enter without test driving a vehicle, legibly write your name, address, telephone number and email address and submit it to Sponsor at Sponsor’s address listed in **Paragraph 2** above prior to expiration of the Promotion Period. All entries become the exclusive property of Sponsor and will not be acknowledged or returned. Sponsor’s clock is the official clock for all purposes of this Promotion.
5. **DRAWINGS:** On March 19, 2018, a Sponsor-designated representative will randomly select the name of two potential winner of the Prize in a random drawing of all eligible and proper entries received during the Promotional Period. The odds of being selected depend on the number of eligible entries received during the Promotion Period. The odds of an entry winning any Prize will be the same, whether the entry was standard or submitted by the alternate means of entry. Entrants need not be present to enter and to win the Prize. The Prize will be awarded only on verification by Sponsor that all Promotion requirements have been met by the winner and upon winner signing such acknowledgement as Sponsor may require.
6. **PRIZE & WINNER REQUIREMENTS:** There will only be two Prize winners. No one person may win more than one Prize. No Prize substitutions are allowed except at Sponsor’s sole discretion. The Prizes are not transferable or refundable and must be accepted as awarded. The

value of the Prizes are listed in **Paragraph 1** above (excluding all applicable taxes, charges and fees). Such value represents Sponsor's good faith determination of the actual fair market value and, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event that a stated value is more than the actual fair market value, the difference will not be awarded in cash or otherwise. Winning a Prize is a taxable event and all federal, state, and local taxes and expenses related to the receipt of a Prize are the responsibilities of the winner. Sponsor will submit to the Internal Revenue Service all necessary or advisable documentation. Except where prohibited by law, the potential winner will be required to complete and return an affidavit of eligibility and liability/publicity release (collectively, the "**Required Documentation**") within five calendar days of being notified. If a potential Prize winner fails to promptly sign and return the Required Documentation, an alternate entrant may be selected in his/her place in a random drawing of all entries received. Except where prohibited by law, participation in the Promotion constitutes the entrant's consent to Sponsor's use of his/her name, likeness, biographical information, endorsement and state of residence for promotional purposes in any media without further payment or consideration. Participation in the Promotion constitutes each entrant's express written consent to Sponsor contacting entrant via any contact information provided by entrant, including without limitation wireless phone. Entrant's personal information is protected by Sponsor's privacy and safeguard policies. By participation in the Promotion, entrant consents to the sharing of entrant's personal information by and between the Sponsor and its affiliates.

7. **GENERAL CONDITIONS:** The Prizes are awarded "As-Is". Sponsor does not make or offer any warranty or guarantee, either express or implied in connection with this Promotion or the Prizes, and they disclaim all implied warranties, including, without limitation, **quality, merchantability and fitness for a particular purpose**. If the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but not limited to fraud, virus, or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend or terminate the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) award the Prizes at random from among the eligible entries received up to the time of the impairment. The 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 Promotion or to be acting in violation of the Official Rules or in an unsportsmanlike or disruptive manner or impairs the administration, security, fairness or proper entry into the Promotion. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Sponsor's home page database clock will be the official time keeper for the Promotion.
8. **RELEASE & LIABILITY LIMITS:** By participating in the Promotion, entrants agree to release and hold harmless the Sponsor, Hendrick Automotive Group, Hendrick Motorsports, all Prize suppliers and their respective related companies, and their respective officers, directors, employees, and agents (the "**Released Parties**") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any Prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Promotion or the processing of entries; or (f) injury, death or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use of a Prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the

Promotion, and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

9. **DISPUTES:** Except where prohibited, entrant agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Promotion or any Prize shall be resolved individually, without resort to any form of class action, and **EXCLUSIVELY BY THE APPROPRIATE STATE COURT LOCATED IN CHARLESTON COUNTY, SOUTH CAROLINA**. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and **CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF SOUTH CAROLINA**, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than South Carolina.