

# 'Honda Sweepstakes – Air, Land & Sea Promotion'

## OFFICIAL RULES

### **NO PURCHASE NECESSARY TO ENTER OR WIN.**

Purchase does not increase chances of winning.

**1. SPONSOR:** The "Honda Sweepstakes – Air, Land & Sea Promotion" sweepstakes is sponsored by American Honda Motor, Co., Inc. Any questions, comments or complaints are to be directed to Sponsor. Entry information is owned by Sponsor. You understand you are providing your entry information to the Sponsor. The entry information provided will only be used in the event that entrant is selected as a sweepstakes winner or if the entrant has indicated he/she would like to receive additional information from Sponsor. Any entrant that has indicated that he/she would like to receive additional information from sponsor or American Honda Motor Co. will be contacted by email. The Sponsor will not provide any entry information to a third party.

**2. ELIGIBILITY:** No purchase necessary. The sweepstakes is open to legal residents of and located in any of the fifty United States or the District of Columbia (with the exception of Rhode Island and, except any state where this sweepstakes is prohibited by law) Legal residents of Rhode Island are not eligible. Entrants must be at least eighteen (18) years of age or older at time of entry. Employees of Sponsor, related entities, distributors, affiliates, subsidiaries, advertising and promotion fulfillment agencies, retailers, and their immediate families (parent, child, sibling and spouse) and persons living in the same households as such individuals (whether related or not) are not eligible. This sweepstakes is void where prohibited by law and is subject to applicable federal and state laws.

**3. SWEEPSTAKES PERIOD:** The sweepstakes entry period begins on April 2<sup>nd</sup> at approximately 9:00 AM Eastern Standard Time and ends on April 7<sup>th</sup>, 2019 at approximately 5:00 PM Eastern Standard Time.

**4. HOW TO ENTER:** During the sweepstakes period, fans may enter the sweepstakes at the Honda display via Fotozap at Sun 'n Fun International Fly-In & Expo, in Lakeland, FL. In order to receive Fotozap pictures, all entries must include entrant's first and last name, email address, zip code, phone number and agreement to the official rules.

Entrants will be limited to (1) one in person entry via Fotozap at the Honda display per email address for the entire sweepstakes period. Entries in excess of one (1) per email address will be void and disqualified. All entries become the property of Sponsor and will not be acknowledged or returned. False or deceptive entries or acts, as determined by Sponsor in its sole discretion, will render the entrant ineligible. Participants represent and warrant that they have not purchased any kind of device or Internet service in order to submit an entry or participate in and/or enter the sweepstakes. Entrants will have the option to "opt in" to receive subsequent electronic communication from Sponsor and American Honda Motor Co. Opting to receive further information is not a requirement for entry in the sweepstakes nor does it increase chances of winning.

**5. PRIZE:** The prizes consists of:

1. (1) Daily winner will be selected for the Aeroshell Aerobatic Team Rides (Value: \$1,000.00)
2. (1) Winner of the Hear No Evil Promotion – EU2200i Honda Generator (Value: \$1,159.95)
3. (1) Winner & Guest take a Fishing Adventure with Capt. Cefus McRae: Lake TBD (Value: \$650.00)
4. (1) Winner & Guest receive an Indy Car Racing Experience (Value: \$1,300)

The prize is non-refundable and cannot be exchanged for cash. If lost, prize will not be replaced. Prize winner cannot assign or transfer their prize to another person. Transportation cost and taxes on prize is the sole responsibility of the winner.

**6. HOW TO WIN:** Prize winner will be randomly selected from among all eligible entries received in-person on or before April 7<sup>th</sup> 2019 at approximately 5:00 PM Eastern Standard Time. The decisions of the Sponsor will be final and binding and cannot be appealed. Prize winner will be notified by email or phone shortly after the drawing, and must meet all eligibility requirements.

**7. CLAIMING PRIZES/RELEASES:** Eligibility and all claims made by a potential winner are subject to verification. Sponsor is not responsible for fraudulent communications sent to entrants not by Sponsor. If, despite reasonable efforts, a potential winner does not respond within twelve (12) hours of the first notification attempt, or if the prize or prize notification is returned unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected in Sponsor's sole discretion. If the prize notification is returned as undeliverable or if the potential winner fails to respond to notification attempts, the potential winner may be disqualified, and an alternate winner may be selected in Sponsor's sole discretion. In the event the winner declines the prize, Sponsor may elect, in its sole discretion, to select an alternate winner. Except where prohibited, by accepting a prize, the prize winner consents to

Sponsor's use of prize winner's name, photograph and likeness, without additional compensation, for advertising, trade and promotional purposes in all media, whether now known or hereafter devised, in perpetuity, except where prohibited by law. Sponsor shall not be responsible or liable for its failure to contact potential winners due to undeliverable email message or an inactive or suspended email account or failure to provide a current email address. Participants should be sure to check their email messages regularly and keep their account updated with their correct contact information so that they will be able to be contacted if selected as a potential winner. A potential winner, who fails to notify Sponsor with any issue within twelve (12) hours after attempted prize notification, forfeits any right to do so.

**8. ODDS:** Odds of winning the sweepstakes will depend on the total number of participants satisfying the entry and eligibility criteria described above.

**9. GENERAL RULES AND REGULATIONS:** By entering the sweepstakes, participants agree to waive any rights to claim ambiguity with the official rules and regulations. Decisions made by Sponsor in relation to this sweepstakes are final and binding in all matters, including, without limitation, interpretation of these official rules and the awarding of the sweepstakes prize, and cannot be appealed. Sponsor reserves the right to cancel, terminate, modify or suspend the sweepstakes in the event that the sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of the sweepstakes. Sponsor does not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize including, without limitation, quality, merchantability or fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omission, delays, re-routing or acts of any government or authority. Sponsor may modify, rescind, cancel or revoke the promotion at any time in its sole discretion without notice or liability. Entrants who attempt to tamper with this sweepstakes in any way shall be disqualified. All federal, state and local laws and regulations apply. Additional restrictions may apply. Any attempt to deliberately damage the sweepstakes or operation of the sweepstakes is unlawful and subject to legal action by Sponsor who may seek damages to the fullest extent permitted by law.

**10. CONDITIONS RELATING TO PARTICIPATION IN THE SWEEPSTAKES AND USE OF THE ENTRY SITE:**

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the sweepstakes, or the entry site; to be in violation of the terms of use of the entry site or to be acting in violation of these rules, or with intent to annoy, abuse, threaten or harass any other person. Without limitation of the foregoing, any use of software or hardware, including without limitation, a program, mechanism, system, robot, "bot", macro or other artificial device, process or manipulation is strictly prohibited. Sponsor may suspend or discontinue the sweepstakes if, in its sole opinion, there is any actual or suspected tampering of the sweepstakes, or any other malfunction, event or activity that may affect the integrity of the sweepstakes. Sponsor reserves the right, in its sole discretion, to terminate any person's participation in the sweepstakes whom Sponsor suspects has engaged in any manipulation.

**11. CANCELLATION:** Sponsor reserves the right, in its sole discretion, to suspend or cancel or modify the sweepstakes at any time if a computer virus, bug, malfunction, manipulation or other technical problem, regardless of the cause, affects, compromises, or corrupts the administration, security, or proper play of the sweepstakes. Notice of cancellation will be posted at the entry site. SPONSOR SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF AN IRREGULAR ENTRY OR IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS SWEEPSTAKES. No more than the stated number of prizes in these official rules will be awarded. In addition to the foregoing, if for any reason (including, but not limited to, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Sponsor) Sponsor cannot continue the sweepstakes, Sponsor may, in its sole discretion, cancel this sweepstakes or extend the sweepstakes period.

**12. RELEASE OF LIABILITY, LIMITATION OF LIABILITY:** By participating in the sweepstakes, entrant agrees that Sponsor and its respective officers, directors and employees, agents, representatives, parent companies, affiliates, subsidiaries, partners, advertising, promotion, and fulfillment agencies, and legal advisors are not responsible for and shall not be liable for and will sign a waiver of liability:

a) late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible entries, lost, misdirected or otherwise undeliverable mail, or postage-due notices, release forms, affidavits or other correspondence;

b) potential winner's unsuccessful efforts to claim any prize;

c) any telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, bugs, viruses, slow-downs, failures, or difficulties of any kind;

d) failed, incomplete, garbled, or delayed computer transmissions;

- e) human error, incorrect or inaccurate transcription of entries;
- f) any condition caused by acts of God or events beyond the reasonable control of the Sponsor that may cause the sweepstakes to be disrupted or corrupted, however minor;
- g) any injuries, losses, or damages of any kind, including without limitation, personal injury, death and property damage arising in connection with or as a result of the acceptance, possession, use or mis-use of a prize, or from participation in the sweepstakes;
- h) any unauthorized entries or manipulation by a person;
- i) any printing or typographical errors in any materials associated to the sweepstakes, or errors attributable to a malfunctioning prize notice or pop-up window associated with the sweepstakes;
- j) any claims based on publicity rights, defamation or invasion of privacy; or
- k) any damage to any entrant's (or any third person's) computer and/or its contents related to or resulting from any part of this sweepstakes.
- l) potential winner must sign a publicity release

IN NO EVENT WILL SPONSOR OR ITS PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR SWEEPSTAKES AGENCIES PARTNERS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR (1) ACCESS TO AND USE OF, OR INABILITY TO ACCESS, THE ENTRY SITE, (2) DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE ENTRY SITE, (3) PARTICIPATION IN THE SWEEPSTAKES, OR (4) ACCEPTANCE OF ANY PRIZE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE ENTRY SITE, INCLUDING WITHOUT LIMITATION, THE SWEEPSTAKES, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**13. GOVERNING LAWS:** All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of any contestant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of California. In any action brought to enforce the obligation or right of any party hereunder they consent to personal jurisdiction and venue in any court of appropriate jurisdiction. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision.

**14. RULES ARE BINDING:** Participation in the sweepstakes constitutes participant's understanding of and full and unconditional agreement to and acceptance of these official rules. Sponsor reserves the right to disqualify any participant that Sponsor determines to be in violation of any term contained in these official rules. Sponsor's decision not to enforce a specific provision of these official rules does not constitute a waiver of that provision or of the official rules generally.

**15. RULES/WINNERS LIST:** For a copy of the rules and/or name of the winner, send a request and a self-addressed, stamped envelope to: "Honda Sweepstakes – Air, Land & Sea Promotion" Rules/Winners List to 4900 Marconi Drive, Alpharetta GA 30005. Requests must be received by April 7<sup>th</sup> 2019. The Official Rules will be accessible at the Honda display via Fotozap at Sun 'n Fun International Fly-In & Expo, in Lakeland, FL during the sweepstakes period. The winners' names may be posted on the entry site.

**16. SPONSOR:** American Honda Motor Co., 4900 Marconi Drive, Alpharetta GA 30005.