

National Automobile Dealers Association NADA Dealership Energy Use Survey Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

By participating in the National Automobile Dealers Association (“NADA”) **Dealership Energy Use Survey Contest** (the “Contest”), Contest entrants (“Entrant(s)”) agree to be bound by these Official Rules and to NADA’s decisions, which are final and binding on all matters relating to the Contest. The Contest submission period begins at 12:00 AM E.S.T. on May 27, 2021 and ends at 12:00 AM E.S.T. on October 1, 2021 (the “Submission Period”). The Sponsor of this Contest is NADA, 8484 Westpark Drive, Tysons, VA 22102. The Contest will operate as described below, on or about the stated date.

(A) Eligibility: This Contest is open to persons eighteen (18) years of age or older who are legal residents of the United States. Void where prohibited including outside of the United States. Employees of NADA, its affiliates, advertising and promotion agencies, and suppliers (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations.

Each Entrant must be the rightful owner of the e-mail address used to submit the entry (“Entry” as described in Section B, “Entry Method” below). Contest is limited to one Entry, per Entrant, per e-mail address and dealership location and Entrants are eligible to win no more than one (1) Prize in this Contest. By entering this Contest, Entrant represents and warrants that the submitted Entry is an original work of authorship and does not violate any third party’s proprietary or intellectual property rights. If an Entry infringes upon the intellectual property right of another, Entrant will be disqualified at the sole discretion of NADA. Entries containing inappropriate content, including but not limited to the following, will be deemed ineligible at the sole discretion of NADA, and disqualified from the Contest:

- Pornography, adult-oriented content or any other sexually-explicit material
- Explicit language or content
- Images of violence or promotion of illegal activities
- Content in violation of intellectual property rights or laws
- Libelous, defamatory, disparaging, tortious or slanderous materials
- Content that denigrates, disparages, or reflects negatively on NADA, its Board members, employees, or vendors
- Tobacco, alcohol, or drugs
- Dangerous stunts
- Real weapons of any kind, including, but not limited to, guns, knives, or projectiles
- Material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age, or any other basis protected by federal, state, or local law, ordinance, or regulation.

(B) Entry Method: This Contest is open only to NADA members who submit a complete [NADA Dealership Energy Use Survey](#). To participate in this Contest, entrants must submit a complete and accurate survey (as determined by NADA contractor Altura) and submit an email to energysurvey@nada.org describing a success they have had in reducing your energy use to be eligible to win a prize. By submitting an entry to this Contest, Entrant agrees to the terms and conditions provided in these rules. This Contest is available via online and email submission only. No other method of Entry will be accepted. Entry into this Contest constitutes permission for the National Automobile Dealers Association to use and republish persons and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

(C) Prizes and Notification: Ten (10) winners will be selected to receive (1) \$100 Amazon gift card each. Winners will be announced and notified by email. NADA shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. Actual/appraised value may differ at time of prize award. No cash or other prize substitution shall be permitted except at NADA's sole discretion. The prize(s) are not transferable. Any and all prize-related expenses, including but not limited to, any and all federal, state and/or local taxes, shall be the sole responsibility of each prize winner. Acceptance of prize constitutes permission for NADA to use Winners' name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER AT NADA'S SOLE DISCRETION WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

(D) ENTRY Period: The Contest submission period begins at 12:00 AM E.S.T. on May 27, 2021 and ends at 12:00 AM E.S.T. on October 1, 2021 (the "Submission Period").

(E) Method of selecting Winner(s)/ Judging Criteria: Judging of Entries will be performed by a team of NADA staff. Email submissions will be judged based on the following criteria: quality, inspiration factor, and message content.

(F) Termination of Contest: NADA may, at any time and in its sole discretion, announce a suspension or termination of this Contest, without advance notice, at which point no additional Entries will be accepted and no additional Prizes shall be awarded. Neither NADA, nor any officers, directors, board members or employees shall have any liability whatsoever for any such termination. NADA reserves the right, in its sole discretion, to maintain the integrity of the Contest, to void Entries for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an Entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, NADA reserves the right to seek damages to the fullest extent permitted by law.

(G) Limitation of Liability: By entering this Contest, Entrant agrees to release and hold harmless NADA and its affiliates, advertising and promotion agencies, partners, representatives,

agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such Entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of entries.

(H) Disputes: This Contest shall be governed by the laws of the Commonwealth of Virginia without regard to the conflict of law provisions thereof. The Entrant(s) hereby irrevocably acknowledge and agree that any legal action, suit, or proceeding brought by or against them with respect to any matter arising out of or in any way connected with this Contest shall be brought exclusively in courts of Fairfax County in the Commonwealth of Virginia, or in the United States District Court for the Eastern District of Virginia, Alexandria Division. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT(S) HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF ANY CLAIM OR DISPUTE BETWEEN THEM ARISING UNDER OR RELATING TO THE SERVICES OR THIS CONTEST.**

(J) Privacy Policy: Information submitted with an Entry is subject to the Privacy Policy stated on the NADA website. To read the Privacy Policy, click [here](#).

(K) Winners List: To obtain a copy of the Winner(s) name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: NADA, 8484 Westpark Drive, Tysons, VA 22102. Requests must be received no later than October 5, 2021.