

Hertz Big Game Social Giveaway Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

DATES OF CONTEST: The “Big Game” Social Giveaway (the “Contest”) begins at 12:00:01 a.m. Eastern Time (“ET”) on January 23, 2020 and ends at 11:59:59 p.m. ET on February 1, 2020 (the “Contest Period”).

ELIGIBILITY: The Contest is open to legal United States residents residing in the forty-eight (48) contiguous United States and the District of Columbia who are licensed and insured drivers and at least twenty (20) years of age or older at the time of entry (each, an “Entrant”). Officers, directors, managers and employees of The Hertz Corporation (the “Sponsor”) and each of its respective parent companies, subsidiaries, affiliates, and related companies, advertising and promotion agencies, consultants and agents, any others engaged in the development, production, execution or distribution of this Contest (all collectively, referred to herein as “Contest Entities”) are not eligible to participate. Contest is subject to all federal, state and local laws and regulations, is void outside the forty-eight (48) contiguous United States, the District of Columbia and where restricted or prohibited by law. By entering, Entrants unconditionally accept and agree to comply with, and abide by these Official Rules and the decisions of the Sponsor, which shall be binding in all respects.

TO ENTER: Entry must be made via Instagram by (1) sharing the “Big Game” Contest post to entrant’s Instagram Story and tagging @hertz and @jerome36bettis. (2) For an extra entry, entrants may tag a friend on their post and tell us where they want to travel. Entrants must like the @hertz Instagram page to win.

There is a limit of one (1) entry per each day for the Contest.

By entering this Contest, you agree that you have read and understand these Official Rules.

Entrants can open an Instagram account for free by registering with [instagram.com](https://www.instagram.com). Entrant must be in compliance with Instagram’s Terms of Use and accept their Privacy Policy. Message and data rates may apply if entrant enters Contest via mobile device. Instagram account must be set to “Public” to enter the Contest. The Contest is in no way sponsored, endorsed, administered by, or associated with Instagram.

In the event of a dispute regarding the identity of the person submitting an entry the entry will be deemed submitted by the person who is named on the Instagram account associated with the entry.

Contest Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction or unauthorized access to, or alternation of entries. Contest Entities shall not be responsible for incorrect or inaccurate entry information. Sponsor will not confirm receipt of entries for Entrants.

By entering Entrant consents to Sponsor’s entry, use of his/her name, likeness (photograph and/or video), biographical information, and voices in advertising/ publicity/trade (including amplification with any Digital Marketing Channel) without compensation, notice or approval; and, Prize Winners disclaim any ownership rights of such advertising/publicity/trade material (TN residents will not be required to sign a publicity release).

CONTENT GUIDELINES: When sharing the “Big Game” Contest post to your Story, the Story content:

- must not disparage Hertz or any other third party (e.g., any person, product, location, retailer, company or brand);
- must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous, or features gratuitous violence dangerous stunts, real weapons of any kind, illegal drug use, marijuana use (whether legal or not), excessive alcohol use, drunk driving or otherwise promotes unsafe driving;
- must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- must not contain material that is unlawful, in violation of, or contrary to any laws or regulations;
- must not contain material that violates any intellectual property or privacy rights; and
- must contain a transparency statement indicating the post was incentivized by the Contest (e.g. #contest).

WINNING/ODDS: Starting on or about January 24, 2020, one (1) prize winner (the “Prize Winner”) will be selected daily during the Contest Period with the last prize winner being selected on February 1, 2020. Winner will be selected at random each day from eligible entries and awarded the following day. Non-winning entries will carry over to and remain eligible. Odds of winning depend upon the total number of eligible entries received during the Contest Period.

PRIZES: Ten (10) winners will be selected, one (1) per day, during the Contest Period. One prize per person or email address. Each prize consists of three (3) \$100.00 USD certificates to be used on a Hertz Rental, redeemable at participating U.S. Hertz locations. Total approximate retail value (“ARV”) of each Prize is \$300. Total value of available prizes is \$3,000.

PRIZE RESTRICTIONS: The prize restrictions/conditions stated herein are not all-inclusive and the prizes described above may be subject to additional restrictions/conditions, which may be stated on the certificates themselves and/or other release documents. Certificates may be used as a credit against base car rental fees, and not any other charges, including taxes, insurance, refueling or other service charges that may apply. A Prize Winner later found ineligible or noncompliant will be immediately required to return and forfeit any prize awarded. No cash alternative or prize substitutions will be allowed, except Sponsor reserves the right to substitute a prize of comparable value.

Certificates are subject to separate terms and conditions and will not be replaced by Sponsor if lost, stolen, misplaced, damaged or destroyed. Certificates are subject to expiration. Products, certificates, photographs / recordings and any other element received as a prize may not be resold, auctioned, bartered, or placed into any other unauthorized channels of distribution. Any prize pictured in advertising or promotional materials is for illustrative purposes only and may not be the actual prize awarded. All terms and conditions of Hertz rentals apply.

Prize is not transferable prior to award. Prize consists only of the items specifically listed as part of the Prize description. No more than the (10) Prizes set forth in these Official Rules will be awarded.

PRIZE CLAIM/NOTIFICATION: The potential prize winner for each corresponding day, will be notified by direct message via Instagram by 5:00 p.m. ET. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and the prize will go unawarded. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize or fails to return required documents for any reason prior to award, such potential prize winner will be disqualified. Sponsor shall have no liability or obligation to such individual. Potential prize winners may be required to sign an affidavit of eligibility and/or publicity/content releases without additional consideration (except in TN). Certificates will be provided to winners by mail to the shipping address provided by each winner at the time of notification.

GENERAL CONDITIONS: Neither Sponsor nor any of the Contest Entities is responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Should any portion of the Contest be, in Sponsor's sole discretion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole discretion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest and conduct the Contest in a manner which in its sole discretion is fair, appropriate and consistent with these Official Rules. Notice of such action by Sponsor will be posted to the Website. In such event, Sponsor reserves the right to award the Prizes from among the eligible entries received up to the time of the impairment.

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 Contest or to be acting in violation of these Official Rules or in an unsportsmanlike, disruptive manner or in a manner which is not desirable to Sponsor. Sponsor reserves the right to disqualify or reject any incomplete, inaccurate or false entry. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAW, AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES 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 THESE PROVISIONS.

RELEASE: By participating in this Contest, Entrants agree to release and hold harmless Sponsor and each of its respective officers, directors, trustees, managers, employees, parents, subsidiaries, affiliates, agents, members, shareholders, insurers, servants, divisions, predecessors, successors, representatives, distributors, advertising, promotion, and fulfillment agencies, consultants and legal advisors, the Contest Entities and Instagram (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt, redemption or use of any part of the Prize.

LIMITATIONS OF LIABILITY: The Released Parties are not responsible for: (a); unauthorized human intervention in any part of the entry process or as it pertains to the Contest; (b) electronic or human error which may occur in the administration of the Contest or the processing of entries; (c) any injury or damage to persons or property (including but not limited to Entrant's wireless device, or mobile phone) which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest; (d) any printing or typographical errors in any Contest related materials (if applicable); (e) stolen, lost, late, misdirected, corrupted, incomplete, or indecipherable entries or the unavailability or inaccessibility of any transmissions, telephone, wireless device carrier networks or Internet Service (as applicable); (f) technical failures of any kind, including but not limited to the malfunctioning of any computer, mobile device, cable, network (including Entrant's particular wireless device carrier network), hardware or software; (g) Entrant's inability to connect to his/her particular mobile device carrier network for any reason, including due to poor carrier reception and/or signal strength at any particular location (if applicable); and (h) the unavailability or inaccessibility of any transmissions, telephone, wireless device carrier networks or Internet service. All federal, state and local regulations apply.

DISPUTES: Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of, or connected with, this Contest (including, without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrability of any dispute, or any claim that these Official Rules (or any part thereof) are invalid, illegal, or otherwise voidable (or void) shall be resolved individually, without resort to any form of class action, and exclusively by arbitration to be held solely in New York, New York under the auspices of the American Arbitration Association; (b) any and all claims, judgments, liabilities, and/ or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with Entrant's participation in this Contest or otherwise accessing this Contest, and in no event will Entrant be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will you be permitted to obtain awards for, and Entrant hereby waives, all rights to claim, punitive, special, incidental, and/or consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall Entrant seek or be entitled to rescission, injunctive, or other equitable relief or to enjoin or restrain the operation of this Contest, exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Contest or any content or other material used or displayed on this Contest. 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

PRIVACY: Information collected from an Entrant is subject to Sponsor's privacy policy, available at <https://www.hertz.com/rentacar/navigation/templates/privacyPolicyView.jsp>.

SPONSOR: The Hertz Corporation, 8501 Williams Rd, Estero, FL 33928.