

"Hertz Summer" Sweepstakes Official Rules

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

BY ENTERING THIS SWEEPSTAKES SPONSOR WILL SEND MARKETING AND PROMOTIONAL MATERIALS TO YOU VIA EMAIL. YOU MAY OPT OUT OF RECEIVING MARKETING AND PROMOTIONAL MATERIALS AT ANY TIME BY USING THE UNSUBSCRIBE LINK OR BY CONTACTING THE SPONSOR AT CUSTOMERRELATIONS@HERTZ.COM.

DATES OF SWEEPSTAKES: The "Hertz Summer" Sweepstakes (the "Sweepstakes") begins at 12:00:01 a.m. Eastern Time ("ET") on July 1, 2019 and ends at 11:59:59 p.m. ET on August 31, 2019 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes 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 one (21) 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, as well the immediate family (spouse, parents, siblings and children) and household members of each such person, any others engaged in the development, production, execution or distribution of this Sweepstakes, including National Sweepstakes Company, LLC (the "Independent Administrator") (all collectively, referred to herein as "Sweepstakes Entities") are not eligible to participate. Sweepstakes 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 and the Independent Administrator, which shall be binding in all respects.

TO ENTER: BY ENTERING, SPONSOR WILL SEND MARKETING AND PROMOTION MATERIALS TO YOU VIA EMAIL. AN OPT-OUT WILL BE PROVIDED OR YOU CAN EMAIL CUSTOMERRELATIONS@HERTZ.COM.

This Promotion has; (a) an initial entry method ("Initial Entry"); and (b) a bonus entry methods (each, a "Bonus Entry"). All Entrants must first enter via the Initial Entry method prior to receiving Bonus Entries.

A. Initial Entry:

- i) **Registration Form:** Visit www.hertz.com/hawaii to complete and submit the registration form in its entirety. If an Entrant is a Gold Plus Rewards ("GPR") Hertz Member, he/she will receive two (2) entries into the Sweepstakes and if an Entrant is not a GPR Hertz Member, he/she will receive one (1) entry into the Sweepstakes.

B. Bonus Entries: Entrant must submit an Initial Entry in order to obtain Bonus Entries.

- i. **Sign up to be a GPR Hertz Member:** Upon completing and submitting an Initial Entry, Entrants may sign up to be a GPR Hertz Member by visiting <https://www.hertz.com/rentacar/member/enrollment/skinnyGold> to receive one (1) entry into the Sweepstakes. Signing up for the Gold Plus Rewards program is free. Only new GPR enrollments will receive an entry into the Sweepstakes.
- ii. **GPR Hertz Member Rental:** Upon completing and submitting an Initial Entry, a GPR Hertz Member Entrant that has made a reservation and completes a vehicle

rental within the Sweepstakes Period will receive two (2) entries into the Sweepstakes. Entrant must have completed the rental by August 31, 2019 in which the rental was picked up and returned within the Sweepstakes Period.

- iii. **Hertz Rental:** Upon completing and submitting an Initial Entry, an Entrant who is not a GPR Hertz Member that has made a reservation and completes a vehicle rental within the Sweepstakes Period will receive one (1) entry into the Sweepstakes. Entrant must have completed the rental by August 31, 2019 in which the rental was picked up and returned within the Sweepstakes Period.
- iv. **Mail-in:** To enter without purchasing a rental or becoming a GPR Hertz Member, but completing and submitting an Initial Entry, Entrant may enter by mail as follows: on a plain 3" x 5" card, legibly handprint or type your first name, last name, complete address, city, state, zip code, home phone number (including area code) and email address (if any) and mail your completed 3" x 5" card to: "Hertz Summer" Sweepstakes, PO Box 10850, Rochester, NY 14610. Each envelope shall equal one (1) entry. Entries must be postmarked by August 31, 2019 and received by September 10, 2019 to be eligible for the drawing. Multiple entries submitted by a single Entrant or in the same envelope are void. Entries submitted or completed by anyone other than the Entrant are void. Sponsor is not responsible for lost, late, misdirected, illegible, damaged or postage due mail-in entries.

There is a limit of thirty (30) entries per Entrant for the entire Sweepstakes Period regardless of the method of entry.

Any attempt by an Entrant to obtain more than the stated number of entries, and/or any other methods will void that Entrant's entry and that Entrant may be disqualified from the Sweepstakes. 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 was named on the rental reservation (Rental entry) or the name of the person listed on the 3x5 card (Mail-in entry) (the "Authorized Account Holder"). Potential Grand Prize Winner (as defined in the "PRIZES" section in these Official Rules) may be required to show proof of being the Authorized Account Holder.

Sweepstakes Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction or unauthorized access to, or alternation of entries. Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information. No copies, facsimiles or mechanically or programmatically reproduced entries are permitted. Sponsor will not confirm receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned.

WINNING/ODDS: On or about September 12, 2019, one (1) grand prize winner (the "Grand Prize Winner") will be selected in a random drawing conducted under the supervision of the Independent Administrator, whose decisions are based on their sole discretion and interpretation of these Official Rules, and are final and binding in all respects. Odds of winning depend upon the total number of eligible entries received during the Sweepstakes Period.

GRAND PRIZE: One (1) grand prize of a trip for four (4) to Maui, HI for Grand Prize Winner and three (3) guests to include: i) round-trip First Class air transportation to/from major airport closest to Grand Prize Winner's legal residence and a major airport in Maui, HI; ii) six (6) nights luxury hotel accommodations (quad occupancy/one standard room, room and tax only) at a hotel to be determined by the Sponsor; iii) Hertz rental for seven (7) days for the duration of the trip (must meet standard rental qualifications); iv) up to \$2,000 to be used towards any experiences, activities or excursions to be selected by the Grand Prize

Winner and approved by the Sponsor (Independent Administrator will book all experiences, activities or excursions and if the amount of these is less than \$2,000, no compensation will be awarded); v) \$20,000 cash awarded in the form of a check that can be used towards the tax liability (the "Grand Prize"). Total ARV of the Grand Prize is \$43,000.

GRAND PRIZE RESTRICTIONS: Grand Prize Winner and guests must complete travel by September 4, 2020 and all travel must be booked 60 days prior to the departure date or Grand Prize Winner forfeits his/her right to the Grand Prize. Trip, travel, and lodging elements selected by Sponsor may be subject to change due to impracticability or unavailability, or for any other reason as determined necessary by Sponsor or its designee. Tickets and certificates, if any, are subject to the terms and conditions of issuer and will not be replaced by Sponsor if lost, stolen, misplaced, damaged or destroyed. Each guest must be 21 years of age or older at time of travel unless Grand Prize Winner is the parent or legal guardian of such guest under 21 years of age. Trip ARV may vary, depending on the point, date and time of departure. Grand Prize must be accepted as a whole, or will be forfeited in its entirety. If the Grand Prize Winner and guests cannot travel together on the same itinerary, on the dates specified by the Sponsor, Grand Prize may be forfeited in its entirety at Sponsor's discretion. All travel arrangements must be made through a travel agent or entity selected by Sponsor. Grand Prize Winner will be responsible for all meals, transportation (other than described above), excursions, tips or gratuities, fuel, parking, beverages, telephone calls, overages, baggage fees, extras and any other incidental costs or expenses not specifically stated herein as being included. Specific air carrier(s) and other trip specifics are selected at the sole discretion of the Sponsor. All travel is subject to availability; blackout dates and other restrictions may apply. Travel must originate and end at the same major gateway airport. Grand Prize Winner and guests will be required to obtain any travel related documents and maintain all insurance (including health, liability and any other insurance). Grand Prize Winner acknowledges and agrees that the Sweepstakes Entities are not providers/carriers of transportation, or insurance providers. No changes will be made to travel details once any element(s) of the travel arrangements have been booked. No frequent flyer miles will be earned on any element of prize travel. Grand Prize conditions may be added or modified by Sponsor or its designee. Sweepstakes Entities are not responsible for any changes to or unavailability of any element of the Grand Prize, nor are they liable for any expenses incurred as a consequence of flight/event changes, cancellation or delays. Travel is subject to capacity controls, availability, and certain other restrictions, all of which are subject to change. Any unclaimed and/or unused element of the Grand Prize, or any element thereof, will remain the property of Sponsor or its designee. The trip/prize restrictions/conditions stated herein are not all-inclusive and the described above may be subject to additional restrictions/conditions, which may be stated in the Required Documents (as defined in the "NOTIFICATION" section of these Official Rules), and/or other travel or release documents. A Grand Prize Winner later found ineligible or non-compliant will be immediately required to return and forfeit any prize awarded. In the event Grand Prize Winner and/or guest engage(s) in behavior that, as determined by Sponsor (or its designee) in their absolute discretion, is obnoxious or threatening, dangerous, illegal or that is intended to annoy, abuse, threaten or harass any other person, or may cause harm, property damage or any other loss, or violates any venue rules and/or restrictions, Sponsor reserves the right to terminate the trip early, in whole or in part, and to send the Grand Prize Winner (and guests) home with no further compensation. Any difference between ARV and actual value will not be awarded as cash or otherwise. *Products, tickets, 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.

No substitution or cash alternative will be provided for the Grand Prize, except at Sponsor's sole discretion. Sponsor will not replace a lost, mutilated or stolen prize or unavailability of any element of the Grand Prize. Sponsor reserves the right to substitute the Grand Prize with a prize of comparable or greater value if the Grand Prize should become unavailable for any reason. Grand Prize is not transferable prior to award. Grand Prize consists only of the items specifically listed as part of the Grand Prize description. No more than the one (1) Grand Prize set forth in these Official Rules will be awarded.

GRAND PRIZE CLAIM/NOTIFICATION: The potential Grand Prize Winner will be notified by the Independent Administrator within three (3) business days of the random drawing (the "Notification").

Notifications will be sent via email or any other contact source provided at the time of entry. Upon Notification, except where prohibited by law, potential Grand Prize Winner must sign and return to Independent Administrator within three (3) business days of receipt, an Affidavit of Eligibility & Liability/Publicity Release (the "Release"), travel companion waivers (completed by each guest) and an IRS Form W-9 in order to claim his/her prize (collectively, the "Required Documents"). If the potential Grand Prize Winner fails to return the Required Documents within three (3) business days of receiving it, potential Grand Prize Winner forfeits his/her right to the Grand Prize and another Grand Prize Winner may be selected at random from among the remaining non-winning eligible entries received during the Sweepstakes Period, time permitting. If the Grand Prize Winner fails to return the Required Documents within the date and time indicated, the Grand Prize Winner forfeits his/her right to the Grand Prize and an alternate Grand Prize Winner will be selected at random from among the remaining eligible entries received during the Sweepstakes Period, time permitting. If it is determined by the Sponsor, in its sole discretion, that the Grand Prize Winner is not eligible in accordance with these Official Rules, the Grand Prize Winner forfeits his/her right to the Grand Prize and an alternate will be selected as outlined above, time permitting. In the event that the Grand Prize Winner is disqualified for any reason, Sponsor shall have no liability or obligation to such individual. At the end of the tax year for which the Grand Prize is awarded, Grand Prize Winner will be issued a Form 1099 equivalent to the retail value of the Grand Prize, for income verification and tax purposes. **Grand Prize Winner must report income to the IRS. In the event it is deemed during the verification process that a potential Grand Prize Winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the Grand Prize, such potential Grand Prize Winner will be disqualified and another Grand Prize Winner may be selected from among the remaining non-winning eligible entries received during the Sweepstakes Period. Valid social security numbers will be determined by IRS requirements.** If it is determined by the Sponsor, in its sole discretion, that a potential Grand Prize Winner is not eligible in accordance with these Official Rules, such potential Grand Prize Winner forfeits his/her right to the Grand Prize and an alternate may be selected from among the remaining non-winning eligible entries received during the Sweepstakes Period. In the event that a potential Grand Prize Winner is disqualified for any reason, Sponsor and Independent Administrator shall have no liability or obligation to such individual.

The Grand Prize Winner consents (and agrees to sign any additional documents required by Sponsor to formalize, effect or perfect such consent, except where prohibited by law) to Sponsor's use of his/her name, likeness (photograph and/or video), biographical information, and voices in advertising/publicity/trade without compensation, notice or approval; and, Grand Prize Winner disclaims any ownership rights of such advertising/publicity/trade material (TN residents will not be required to sign a publicity release).

GENERAL CONDITIONS: Neither Sponsor nor any of the Sweepstakes 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 Sweepstakes 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 Sweepstakes and conduct the Sweepstakes 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 Grand Prize at random 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 Sweepstakes or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. 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 SWEEPSTAKES 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 Sweepstakes, 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, including the Independent Administrator, consultants and legal advisors, and the Sweepstakes Entities (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt, redemption or use of any part of the Grand 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 Sweepstakes; (b) electronic or human error which may occur in the administration of the Sweepstakes 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 Sweepstakes; (d) any printing or typographical errors in any Sweepstakes-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 Sweepstakes (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 Sweepstakes or otherwise accessing this Sweepstakes, 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 Sweepstakes, exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Sweepstakes or any content or other material used or displayed on this Sweepstakes. 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 Sweepstakes, 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>.

WINNER'S LIST/RULES REQUEST: For the name of the Grand Prize Winner, please submit a self-addressed, stamped envelope for receipt no later than October 11, 2019 to "Hertz Summer", PO Box 10505, Rochester, NY 14610. For Official Rules, visit www.Hertz.com/Hawaii-Rules.

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