

“Hertz Weekly Rental Giveaway” 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](mailto:CUSTOMERRELATIONS@HERTZ.COM).**

**DATES OF SWEEPSTAKES:** The “Hertz Weekly Rental Giveaway” Sweepstakes (the “Sweepstakes”) begins at 12:00:01 a.m. Eastern Time (“ET”) on January 27, 2020 and ends at 11:59:59 p.m. ET on March 21, 2020 (the “Sweepstakes Period”), subject to entry period dates and times per the “ENTRY PERIODS” section of these Official Rules.

**ELIGIBILITY:** The Sweepstakes is open to legal United States residents residing in the fifty (50) 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 their 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”), and FKQ Advertising (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 fifty (50) 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.

**ENTRY PERIODS:** For the purposes of this Sweepstakes, there will be one (1) drawing associated with each Entry Period. There will be one (1) grand prize winner (a “Grand Prize Winner”) for each Entry Period drawing. Each entry period will start and end on the dates as indicated in the chart below. All entries must be submitted during this time period in order to be included for that Entry Period’s drawing.

**Entry Period Chart**

<b>Entry Period</b>	<b>Start Date</b>	<b>End Date</b>	<b>Postmark Date</b>	<b>Receive by Date</b>	<b>Drawing Date</b>
1	1/27/2020	2/1/2020	2/3/2020	2/10/2020	2/11/2020
2	2/2/2020	2/8/2020	2/10/2020	2/17/2020	2/18/2020
3	2/9/2020	2/15/2020	2/17/2020	2/24/2020	2/25/2020
4	2/16/2020	2/22/2020	2/24/2020	3/2/2020	3/3/2020
5	2/23/2020	2/29/2020	3/2/2020	3/9/2020	3/10/2020
6	3/1/2020	3/7/2020	3/9/2020	3/16/2020	3/17/2020
7	3/8/2020	3/14/2020	3/16/2020	3/23/2020	3/24/2020

8	3/15/2020	3/21/2020	3/23/2020	3/30/2020	3/31/2020
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**ALL NON-WINNING ELIGIBLE ENTRIES FROM THE PREVIOUS ENTRY PERIOD(S) WILL CARRY OVER TO SUBSEQUENT ENTRY PERIOD DRAWINGS.**

**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](mailto:CUSTOMERRELATIONS@HERTZ.COM).

This Promotion has; (a) an initial entry method (“Initial Entry”); and (b) 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/giveaway](http://www.hertz.com/giveaway) 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 valid, new GPR enrollments will receive this bonus 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 in which the rental was picked up and returned by the respective Entry Period end date.
- 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 Entry Period will receive one (1) entry into the respective Entry Period. Entrant must have completed the rental in which the rental was picked up and returned by the end date of the Entry Period.
- iv. **GPR Hertz Member Points:** Upon completing and submitting an Initial Entry, a GPR Hertz Member Entrant may use his/her GPR points to exchange for an entry into the respective Entry Period. GPR Hertz Member Entrant will need 100 GPR points for one (1) entry into the respective Entry Period. GPR Hertz Member points must be exchanged for entry by the end date of the respective Entry Period.
- v. **Mail-in:** To enter without purchasing a rental, using GPR points 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 in a letter-size envelope with proper postage to: “Hertz Weekly Rental Giveaway” Sweepstakes, PO Box 10850, Rochester, NY 14610. Each envelope shall equal one (1) entry. Entries must be postmarked by and received by the dates in the Entry Period chart to be eligible for that Entry Period drawing. Multiple entries submitted 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.

- vi. **Referral via Social Media or Email:** Entrant will receive a personalized link via email or on completion of the Initial Entry process and may send the provided personalized link to friends/contacts who they think would like to enter the Sweepstakes. For each friend who enters using the link to complete an Initial Entry, the Entrant that referred the friend will receive two (2) entries into the respective Entry Period in which the friend enters. Entrant may provide the link to family, friends and direct known contacts, but should not engage in phishing or spamming. Apparent or suspected phishing or spamming, sending of junk communications or the use of any unauthorized method or automated system to participate, or attempt to acquire (unauthentic) entries is prohibited, as is posting content to irrelevant or inappropriate sites to obtain entry, and, if discovered at any time will void the applicable entry and Entrant suspected of using/benefitting from such methods in Sponsor's sole and absolute discretion.

**There is a limit of Fifty (50) entries per Entrant for each Entry 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 Winners 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 the drawing date listed in the Entry Period chart, one (1) Grand Prize Winner will be selected from among all eligible entries received during that Entry Period. Odds of winning a grand prize (the "Grand Prizes") will depend upon the total number of eligible entries received during the respective Entry Period. The random drawings will be conducted by the Independent Administrator, whose decisions are based upon its sole discretion and interpretation of these Official Rules, and are final and binding in all respects.

**GRAND PRIZES:** One (1) Grand Prize Winner will be awarded per Entry Period of the use of a Hertz loaned vehicle for seven (7) days (the "Grand Prize"). The type of vehicle provided and approximate retail value ("ARV") of vehicle for each Entry Period is outlined below.

Entry Period 1- One large SUV of a Cadillac Escalade  
Entry Period 2- One performance vehicle of a Chevrolet Camaro SS  
Entry Period 3- One sedan of a Cadillac XTS  
Entry Period 4- One sedan of a BMW 430i  
Entry Period 5- One truck of a Chevrolet Silverado  
Entry Period 6- One SUV of a Cadillac XT4  
Entry Period 7- One convertible of a Ford Mustang  
Entry Period 8- One SUV of a BMW x5

The Grand Prize Winner will need to pick up the vehicle at a Hertz rental location closest to the Grand Prize Winner's residence. Vehicle is subject to availability and will be determined at the time of booking. Grand Prize Winner is responsible for transportation to/from the Hertz rental location. Sponsor will need to verify availability of vehicle based on the dates provided by the Grand Prize Winner. Grand Prize Winner must provide the Sponsor with thirty (30) days prior to the date of the rental. Grand Prize Winner must have a valid driver's license, and vehicle insurance. In order for the Grand Prize Winner to use the

vehicle, the Grand Prize Winner must be twenty-one (21) years of age or older and have a valid driver's license and have or obtain his/her own vehicle insurance. Vehicle will be delivered solely with the express written limited warranties set forth in the Vehicle Owner's Guide. Grand Prize Winner is responsible for obtaining any insurance related to the vehicle at his/her own expense and may be required to provide proof of such vehicle insurance in a form acceptable to Sponsor or prize will be forfeited. All Grand Prize details are at the sole discretion of the Sponsor.

Grand Prize Winner will be solely responsible for any applicable insurance fees, all taxes (federal, state, local and/or income) and any expenses not listed herein related to the acceptance and use of the Grand Prize. Sponsor does not make, nor is Sponsor in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Grand Prize, including but not limited to its quality, fitness for purpose or mechanical condition; the only representation/warranty/guarantee that may be provided, if any, are those of the manufacturer and/or dealer. Grand Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations including, but not limited to licensing and insurance requirements. Any difference between stated ARV and actual value of the Grand Prize will not be awarded. *Name of prize manufacturer is used solely for the purpose of identification of the prize. No endorsement, authorization, sponsorship, or approval by the prize manufacturer for this Sweepstakes is intended or implied.* Any prize pictured in advertising or promotional materials is for illustrative purposes only and may not be the actual prize awarded. Except for any standard manufacturer's warranty. **GRAND PRIZES ARE AWARDED "AS IS" WITHOUT WARRANTIES, EXPRESSED OR IMPLIED, AS TO THEIR QUALITY OR CONDITION AND SWEEPSTAKES ENTITIES EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

Total value of all Grand Prizes to be awarded is \$4,990.

**PRIZE RESTRICTIONS:** Limit of one (1) Grand Prize per Entrant/household. Grand Prize Winners are solely responsible for all costs, expenses, and incidentals associated with the Grand Prize acceptance and use, including, but not limited to, transportation (if applicable), insurance, taxes, and any other expenses not specifically mentioned as being included. Grand Prizes cannot be substituted, assigned, transferred, or redeemed for cash except at Sponsor's sole discretion or as otherwise provided herein. Entrant may not transfer a prize, unless permitted at the sole discretion of the Sponsor. Sponsor reserves the right to substitute a prize with a prize of comparable or greater value if advertised prize should become unavailable. No more than the number of Grand Prizes as set forth in these Official Rules will be awarded.

**GRAND PRIZE NOTIFICATION/CLAIMS:** Grand Prize Winners will be notified via email, phone or any other available contact source on or about the drawing date for the respective Entry Period (the "Notification"). Except where prohibited, Grand Prize Winners must sign and return to the Independent Administrator an affidavit of eligibility/release of liability/publicity release (the "Release"), IRS form W-9 (if the Grand Prize exceeds \$600 in value) in order to claim the Grand Prize (collectively, the "Required Documents") within the time frame indicated in the Notification.

In the event that: (a) a Grand Prize Winner fails to respond to the Notification; (b) a Grand Prize Winner fails to supply the Required Documents; (c) any Notification is returned as undeliverable; and/or (d) it is determined by the Sponsor, in its sole discretion, that the Grand Prize Winner is not eligible in accordance with these Official Rules, such Grand Prize Winner will be disqualified and an alternate Grand Prize Winner will be selected at random from among all remaining non-winning eligible entries received during the respective Entry Period.

Grand Prize Winners consent to the use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation (TN residents will not be required to sign a publicity release as a condition of winning a prize). In the event the Grand Prize exceeds \$600 or more the Sponsor, or a third party acting on behalf of the Sponsor, must report the value of the Grand Prize to the IRS in the year the Grand Prize is received by the Grand Prize Winner and will be reported to the Grand Prize Winner and the IRS in the form of a Form 1099. In the event it is deemed during the

verification process that the Grand Prize Winner does not have a unique, personal and valid social security number for Sponsor (or any party acting on its behalf) to report the tax liability associated with acceptance of the Grand Prize, the Grand Prize Winner will be disqualified and an alternate Grand Prize Winner will be selected from among the remaining non-winning eligible entries received during the respective Entry Period. Valid social security numbers will be determined by IRS requirements.

**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(s) 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 Sweepstakes Entities 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 (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 a 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 Winners, please submit a self-addressed, stamped envelope for receipt no later than March 30, 2020 to "Hertz Weekly Rental Giveaway", PO Box 10505, Rochester, NY 14610. For Official Rules, visit [www.hertz.com/giveaway](http://www.hertz.com/giveaway).

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

All other marks of Sweepstakes Entities, including Sponsor, are owned and subject to each respective party's prior approval of use of its marks, and are subject to full legal protection.