

"Hertz Ultimate Ride" 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 Ultimate Ride" Sweepstakes (the "Sweepstakes") begins at 12:00:01 a.m. Eastern Time ("ET") on September 18, 2019 and ends at 11:59:59 p.m. ET on November 15, 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 five (25) 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"), American Automobile Association, Inc. and its affiliated motor clubs, Charlotte Motor Speedway, zMAX Dragway, William Byron, Byron Racing, LLC, Hendrick Motorsports, LLC, FKQ Advertising, and Union Privilege (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) 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/ultimate-ride-sweepstakes 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 November 15, 2019.
- 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 in which the rental was picked up and returned by November 15, 2019.
 - 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 Sweepstakes. GPR Hertz Member Entrant will need 100 GPR points for one (1) entry into the Sweepstakes. GPR Hertz Member points must be exchanged for entry by November 15, 2019.
 - 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 Ultimate Ride" Sweepstakes, PO Box 10850, Rochester, NY 14610. Each envelope shall equal one (1) entry. Entries must be postmarked by November 15, 2019 and received by November 23, 2019 to be eligible for the 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. 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 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 Finalist Prize Winners and 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:

Finalist Drawing: On or about November 26, 2019, five (5) finalist prize winners (each a “Finalist Prize Winner” and collectively “Finalist Prize Winners” will be selected from among all eligible entries received during the Sweepstakes Period. Odds of winning a finalist prize (each a “Finalist Prize” and collectively “Finalist Prizes”) will depend upon the total number of eligible entries received during the Sweepstakes Period. The random drawing 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. **All Finalist Prize Winners must be available during the travel dates and participate in the Grand Prize Event (as defined below) in order to be eligible to accept the Finalist Prize.**

GRAND PRIZE EVENT: On a date to be determined by the Sponsor, between February 15, 2020 to March 31, 2020, all five (5) Finalist Prize Winners will participate at the Grand Prize Event for the chance to win the Grand Prize (as defined in the “Prizes” section below). At the Grand Prize Event, each Finalist Prize Winner will select one (1) key FOB (the “device”) from a bin of five (5) devices. Finalist Prize Winners will select his/her device in the order in which his/her name was selected by a Sponsor representative while at the Event.

Odds of Selection of the Finalist Prize Winner’s Name:

First Finalist Prize Winner	1:5
Second Finalist Prize Winner	1:4
Third Finalist Prize Winner	1:3
Fourth Finalist Prize Winner	1:2
Fifth Finalist Prize Winner	1:1

After each of the five (5) Finalist Prize Winners have selected his/her device, each Finalist Prize Winner will then test his/her device in the order the Finalist Prize Winner’s name was drawn, and at the signal of the Sponsor representative, will push the “start” button on the device to attempt to start the vehicle. Each Finalist Prize Winner will have one (1) attempt (the “Attempt”) to start the vehicle. In the event that a Finalist Prize Winner’s device starts the vehicle, that Finalist Prize Winner is the grand prize winner (the “Grand Prize Winner”), subject to the “Prize Notification/Claims” section below. Any Finalist Prize Winner holding a device after the Grand Prize Winner has started the vehicle will not be eligible for his/her Attempt and his/her device will be void. In the event that not all Finalist Prize Winners are in attendance at the Grand Prize Event, the number of devices will be decreased to the number of Finalists in attendance with the winning device seeded amongst that number of Finalists.

Odds for each Finalist Prize Winner to select the prize-winning device:

First Finalist Prize Winner	1:5
Second Finalist Prize Winner	1:4
Third Finalist Prize Winner	1:3
Fourth Finalist Prize Winner	1:2
Fifth Finalist Prize Winner	1:1

If for any reason, including, without limitation, a duplication of the prize-winning device or other error occurs, and more prizes are claimed in a category than the number set forth in these Official Rules, Sponsor reserves the right not to award the vehicle and randomly select the Grand Prize Winner from among those Finalist Prize Winners holding a device that started the vehicle. Grand Prize Winner must start the vehicle with the prize-winning device. Each Finalist Prize Winner is allowed only one (1) Attempt at starting the vehicle. No special apparatuses or assistance from an outside source is allowed to be used when the Attempt is made to start the vehicle.

In the event of an unforeseen circumstance beyond the Sponsor’s control (a *force majeure* event; such as, evacuation of Event Location for emergency purposes or unsafe Weather Conditions) as determined by Sponsor in its sole discretion, and the Event may be postponed and/or rescheduled the Sponsor may take any other action it deems appropriate, fair and consistent with these Official Contest Rules so as to

award the prize, but conducting a random drawing from among the Finalists to select one (1) Grand Prize Winner.

PRIZES:

Finalist Prizes: Five (5) Finalist Prize Winners will be awarded a Finalist Prize of: i) First class airfare for Finalist and one (1) guest to Charlotte, NC, ii) two (2) night hotel accommodations (one standard room, double occupancy, room and tax only) at a hotel to be determined by Sponsor, iii) three (3) day Hertz Premium/Adrenaline car rental, iv) \$1,000 cash to be awarded in the form of a check, v) track day event at Charlotte Motor Speedway, vi) tour of Hendrick Motorsports, vii) lunch with Hendrick Motorsports Team. Finalist Prize Winner must be able to be in attendance at the Grand Prize Event on the exact dates provided by the Sponsor in order to participate in the Grand Prize Event. If the Finalist Prize Winner is unable to attend the Grand Prize Event, he/she will forfeit his/her right to the Finalist Prize and the opportunity to participate in the Grand Prize Event and no compensation will be awarded. Total approximate retail value ("ARV") of each Finalist Prize is \$5,350. Total ARV of all Finalist Prizes is \$26,750.

Finalist Prize Winner and guest must be available to travel on the dates provided by the Sponsor or Finalist Prize Winner forfeits his/her right to the Finalist 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 25 years of age or older at time of travel. Trip ARV may vary, depending on the point, date and time of departure. Finalist Prize must be accepted as a whole, or will be forfeited in its entirety. If the Finalist Prize Winner and guest cannot travel together on the same itinerary, on the dates specified by the Sponsor, Finalist 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. Finalist 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 closest to Finalist Prize Winner's home with scheduled commercial flights to Charlotte, NC. At Sponsor's option, if Finalist Prize Winner resides within 200 miles of Charlotte, NC, Sponsor may award alternative transportation and no additional compensation will be awarded for any difference in the ARV. Finalist Prize Winner and guest will be required to obtain any travel related documents and maintain all insurance (including health, liability and any other insurance). Finalist 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. Finalist 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 Finalist 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 Finalist 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, such as car rental terms and conditions. A Finalist Prize Winner later found ineligible or non-compliant will be immediately required to return and forfeit any prize awarded. In the event Finalist 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 Finalist Prize Winner (and guest) 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. Except for any standard manufacturer's warranty, **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.**

Grand Prize: One (1) Grand Prize Winner will be awarded a customized 2020 Camaro SS (the "Grand Prize"). Grand Prize has a Manufacturer Suggested Retail Price (the "MSRP") of approximately \$57,503 (Color, Options and Accessories to be determined at the sole discretion of the Sponsor). Grand Prize Winner will also be awarded \$15,000 cash to be awarded in the form of a check. Total ARV of the Grand Prize is \$72,503. Grand Prize Winner must have and provide a valid Driver's License and provide proof of existing vehicle insurance coverage (Comprehensive or Liability) at time of delivery. Sponsor will ship the Grand Prize to the Grand Prize Winner within thirty (30) day of being confirmed and verified. Grand Prize Winner will be solely responsible for any applicable registration, license, title, insurance fees, all taxes (federal, state, provincial, 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, provincial and local laws, rules and regulations including, but not limited to licensing and insurance requirements. Any difference between stated MSRP 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.*

Grand Prize Winner may opt in writing for a \$50,000 cash alternative (the "Cash Prize Package") in lieu of the Grand Prize. The Cash Prize Package will be awarded in the form of a check to the Grand Prize Winner.

Total value of all prizes to be awarded is \$99,253.

PRIZE RESTRICTIONS: Limit of one (1) Finalist Prize per Entrant/household. Finalist Prize Winners are solely responsible for all costs, expenses, and incidentals associated with the Finalist Prize acceptance and use, including, but not limited to, transportation (if applicable), meals, beverages, gratuities, phone calls, insurance, taxes, and any other expenses not specifically mentioned as being included. 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. Sponsor reserves the right to substitute a prize with a prize of comparable or greater value if advertised prize should become unavailable. Prize winners are required to comply with any and all applicable federal, state, provincial and local laws, rules and regulations. Prize winners are solely responsible for any taxes on the prize he/she has received, including but not limited to any and all federal, state, provincial and local taxes. No more than the number of prizes as set forth in these Official Rules will be awarded.

PRIZE NOTIFICATION/CLAIMS: Finalist Prize Winners will be notified via email, phone or any other available contact source on or about November 28, 2019 (the "Notification"). Except where prohibited, Finalist 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 and confirmation of attendance at Grand Prize Event, in order to claim the Finalist Prize (collectively, the "Required Documents") within the time frame indicated in the Notification. Each Finalist Prize Winner's guest will also need to complete a travel companion waiver form. Grand Prize Winner will also be required to complete the Required Documents while onsite at the Event.

In the event that: (a) a prize winner fails to respond to the Notification; (b) a 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 prize winner is not eligible in accordance with these Official Rules, such prize winner will be disqualified and an alternate Finalist Prize Winner will be selected at

random from among all remaining non-winning eligible entries received during the Sweepstakes Period and if the Grand Prize Winner, the Grand Prize Winner will be selected from the remaining non-winning Finalist Prize Winners.

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). Prize winners agree to be filmed or photographed at the Grand Prize Event. The videos and photos may be posted or released for viewing to any social media site, website or any other advertising outlet and no additional compensation will be provided to any prize winner. The prizes are taxable as income and the prize winner is solely responsible for any taxes on the prize, including, but not limited to all applicable federal, state, provincial and local taxes. The Sponsor, or a third party acting on behalf of the Sponsor, must report the value of the prize to the IRS in the year the prize is received by the prize winner and will be reported to the prize winner and the IRS in the form of a Form 1099. In the event it is deemed during the verification process that the 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 prize, the prize winner will be disqualified and if a Finalist Prize Winner, another potential Finalist Prize Winner will be selected from among the remaining non-winning eligible entries received during the Sweepstakes Period and if the Grand Prize Winner, the Grand Prize Winner will be selected from the remaining non-winning Finalist Prize Winners. 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 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 prize winners, please submit a self-addressed, stamped envelope for receipt no later than December 26, 2019 to "Hertz Ultimate Ride", PO Box 10505, Rochester, NY 14610. For Official Rules, visit www.hertz.com/ultimateride.

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

Hendrick Motorsports® is a registered trademark of Hendrick Motorsports, LLC. 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.