

Manheim Baltimore-Washington “Jump Start 2019 with Element” Promotion Terms and Conditions

ELIGIBILITY

Eligible Dealerships. The Manheim Baltimore-Washington “Jump Start 2019 with Element” Promotion (the “Promotion”) is operated by Manheim Remarketing, Inc. on behalf of itself and its auction affiliates (“Sponsor”), and is open only to automobile dealerships that have a valid AuctionACCESS membership number as throughout the entire Promotion Period (“5 Million Number”) and are not an excluded dealership as described below (each, a “Participating Dealership”). The determination of whether a particular dealership was previously inactive or is now eligible to participate in the Promotion will be determined in Sponsor’s sole discretion.

This Promotion is subject to all applicable laws and regulations. Receiving a Reward (as defined below) in connection with this Promotion is contingent upon the dealership complying with all of the requirements in these terms and conditions for the Promotion (the “Terms”). **ALL REWARDS WILL BE PROVIDED DIRECTLY TO THE PARTICIPATING DEALERSHIPS AND NOT TO THE INDIVIDUAL PERSON WHO MADE THE ELIGIBLE PURCHASES ON BEHALF OF THE PARTICIPATING DEALERSHIP.**

It is your sole responsibility to review, understand and comply with your employer’s gift and/or ethics policies regarding your eligibility to participate in promotions. Sponsor disclaims any and all liability or responsibility for disputes arising between an employee and their employer related to this promotion.

PROMOTION PERIOD. The Promotion will begin on January 22, 2019 at 9:30 a.m. Eastern Standard Time (“EST”) and end on February 5, 2019 at 12:30 p.m. EST. Sponsor will be the official timekeeper for the Promotion.

The Promotion will take place between 9:30 EST and 12:30 p.m. EST on the following sale days: January 22 and 29; February 5 (each, a “Select Auction Day”).

ELIGIBLE PURCHASES AND REWARD.

The Promotion works by offering a reward to the Participating Dealership that makes Eligible Purchase(s) during the Promotion Period. An “Eligible Purchase” is (i) any purchase of any unit(s) from Remarketing by Element; (ii) made by a Participating Dealership; (iii) made on-site at Manheim Baltimore-Washington or via Simulcast; (iv) on any Select Auction Day during the Promotion Period. Any purchases that do not meet all criteria listed herein will not be counted as an Eligible Purchase.

Participating Dealerships making Eligible Purchases will receive the following incentive in the form of a rebate based on the total number of Eligible Purchases for the Promotion Period (each, a “Reward”):

- Five (5) – ten (10) Eligible Purchases: One (1) \$250 Reward
- Eleven (11) – nineteen (19) Eligible Purchases: One (1) \$500 Reward
- Twenty (20) or more Eligible Purchases: One (1) \$1,000 Reward

Maximum Reward: \$1,000 per Participating Dealership. Rewards shall be payable by check to the Participating Dealership.

Reward and individual components of Reward packages are subject to availability. Excludes TRA units. Sponsor reserves the right to substitute Reward or components of Reward package with a reward or component of equal or greater value. Reward earned in this Promotion will be awarded directly to the relevant Participating Dealership via a method to be determined in Sponsor’s sole discretion. Rewards are non-transferable and have no cash value. Rewards cannot be applied to prior purchases.

ADDITIONAL REWARD TERMS

Participating Dealerships may waive the right to receive a Reward. No substitutions for the Reward are allowed. Participating Dealerships that receive a Reward are solely responsible for reporting and paying any taxes on the award. The Participating Dealership receiving a Reward may be required to provide valid tax information to Sponsor or complete any tax forms required by the applicable government authority. Rewards will be made directly to the Participating Dealership and will be fulfilled approximately seven (7) to ten (10) business days after the end of the Promotion Period.

The Rewards will be calculated based on purchases during the Promotion Period that remain valid as of one (1) month following the end of the Promotion Period. Any rolled-back arbitration, cancelled purchases, purchases for which payment was not received for any reason, DealShield returns, and other types of “unbuys” may be deducted from the purchases credited to the relevant Participating Dealership.

Participating Dealerships and, when applicable, the individual participating in the Reward, may be required to complete a liability and publicity release (except where prohibited by law), which must be notarized and returned within ten (10) days of notification that the Participating Dealership has qualified to receive a particular Reward or of the Participating Dealership providing to Sponsor the names of those who will participate in a Reward, as applicable.

RELEASE AND LIMITATION ON LIABILITY

BY PARTICIPATING IN THIS PROMOTION, EACH PARTICIPATING DEALERSHIP AND ITS AGENTS AGREE TO FULLY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS SPONSOR, COX ENTERPRISES, INC., ELEMENT FINANCIAL CORP., REMARKETING BY ELEMENT, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, AND AWARD SUPPLIERS AND EACH SUCH COMPANY’S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF OR RELATED TO THE PROMOTION OR THE RECEIPT AND/OR USE OF ANY REWARD TO THE FULLEST EXTENT PERMITTED BY LAW. EACH PARTICIPATING DEALERSHIP AND ITS AGENTS FURTHER AGREE THAT THE RELEASED PARTIES’ TOTAL LIABILITY TO ANY PARTICIPATING DEALERSHIP FOR CLAIMS ARISING FROM OR RELATED TO THIS PROMOTION IS LIMITED TO \$500 (USD).

PARTICIPANTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF RELEASED PARTIES OR ANY PART OF THE PROMOTION MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

In the event the Promotion is compromised by a virus, non-authorized human intervention, tampering, or other causes beyond the reasonable control of Sponsor, which corrupt or impair the administration, security, fairness, or proper operation of this Promotion, Sponsor reserves the right in its sole discretion to suspend, modify, or terminate the Promotion. Should the Promotion be terminated prior to the stated end of the Promotion Period, Sponsor reserves the right to award any Rewards based on the Eligible Purchases made before the termination date.

PRIVACY AND WEBSITE TERMS

The collection, use, and sharing of your information is subject to the Sponsor’s privacy policy, a link to which is located at manheim.com. By visiting manheim.com, you also agree to be bound by the visitor

agreement, a link to which is located at manheim.com. This Promotion is governed by and will be construed in accordance with the laws of the state of Georgia. By participating in this Promotion, you consent to the exclusive jurisdiction and venue of the state and federal courts in Fulton County, Georgia in all disputes arising out of or related to this Promotion.

QUESTIONS

If you have any questions about the Promotion, please contact Greta Stetson, greta.stetson@coxautoinc.com.

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