

McCarthy Mobile Sale (Manheim Kansas City) PROMOTION 05.10.2022 – PRIZE 1 Sweepstakes

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. THIS PROMOTION IS OPEN ONLY TO LEGAL U.S. RESIDENTS. VOID WHERE PROHIBITED.

1. **Eligibility.** Subject to the additional restrictions below, the MCCARHTY MOBILE SALE PROMOTION 05.10.2022 – PRIZE 1 Sweepstakes (the “Sweepstakes”) is only open to dealerships that: (i) have a valid individual AuctionACCESS membership number as of May 09, 2022; (ii) are located in the United States, (iii) that are not an excluded dealership as described below (each, an “Eligible Dealership”).

Employees of Sponsor, Cox Automotive, Inc., and each of their respective affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term “family members” includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live.

Excluded Dealerships: NONE

2. **Entry.**

Eligible Dealerships may only enter this Sweepstakes through its representatives who: (i) are 18 years of age or older at the time of entry; (ii) have a valid individual Auction ACCESS individual identification number (the “100 Million Number”) as of May 09, 2022; and (iii) own or are employed by an automobile dealership in good standing with Manheim throughout the Sweepstakes Period that has a valid AuctionACCESS 5 Million dealership number (each, an “Entrant”).

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.

ALL PRIZES WILL BE PROVIDED DIRECTLY TO THE ELIGIBLE DEALERSHIPS AND NOT TO THE INDIVIDUAL PERSON WHO MADE THE ELIGIBLE SALE OR PURCHASES ON BEHALF OF THE ELIGIBLE DEALERSHIP.

3. **How to Participate.**

The Sweepstakes will be held at McCarthy Mobile Sale (Manheim Kansas City). The Sweepstakes will begin on May 10, 2022 at 12:00 AM and ends on May 10, 2022 at 11:59 PM Central Time Zone (“Sweepstakes Period”). Sponsor will be the official timekeeper for the Sweepstakes.

Entrants may enter the Sweepstakes on the following sale days (each, a “Select Auction Day”).

May 10, 2022 at 12:00 AM May 10, 2022 at 11:59 PM

There are two (2) ways to enter the Sweepstakes. Participants may enter this Sweepstakes for the Prize Drawings during the Sweepstakes Period in one or both of the following ways:

- A. **Purchase Method of Entry:** Entrants may enter the Sweepstakes by Any Buyer that purchases a unit at the McCarthy Mobile Sale (Manheim Kansas City) and on any Select Auction Day during the Sweepstakes Period (each, an “Eligible Purchase”). Any purchases that do not meet all criteria listed herein will not be counted as an Eligible Purchase. Subject to verification of eligibility and compliance with these official rules, each Eligible Purchase will count as one (1) eligible entry for the corresponding Select Auction Day. You may enter as often as you wish through the purchase method of entry.

- B. Free Method of Entry:** Entrants may enter the Sweepstakes without making a purchase. To do so, complete all required information on the official Sweepstakes entry form (including name, email address, telephone number, home address, and Eligible Dealership information), which will be provided, or made available, by Sponsor.
- i. If **on-site**, deposit the official Sweepstakes entry form in the designated collection place during the Sweepstakes Period.
 - ii. If **online**, enter using the URL referenced below and submit.
 - iii. If via **email**, send an email to the email address referenced below during the Sweepstakes Period with the subject line “McCarthy Mobile Sale (Manheim Kansas City) PROMOTION 05.10.2022 – PRIZE 1 Sweepstakes Entry” and the Entrant’s name, email address, telephone number, home address, AuctionACCESS 100 Million Number, and Eligible Dealership information.
 - iv. Subject to verification of eligibility and compliance with these official rules, each completed Sweepstakes entry form will count as one (1) eligible entry. You may enter as often as you wish through the free method of entry. Eligible types of Free Method Entry are as follows:

Entry Type	Eligible	Reference
On-Site	Yes	Marketing office

Entries by means of software-generated or other automated processes will be disregarded. The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of prizes will void that participant’s entries and may result in participant’s disqualification. Incomplete, forged, altered, automated, mechanically reproduced, lost, late, misdirected, garbled or illegible entries will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor’s Sweepstakes application service provider. In the event of a dispute, Sponsor will determine who submitted the disputed entry in its sole discretion.

All entries become property of Sponsor and none will be returned. Any questions shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes.

By participating in the Sweepstakes, participant agrees to all of the terms and conditions of Sponsor’s Privacy Policy, available at <http://www2.manheim.com/privacy>. In the event of any discrepancy between the Manheim.com Privacy Policy and these Official Rules, these Official Rules will control.

4. Winner Selection and Odds.

On or about May 10, 2022 at 08:00 PM, Sponsor will conduct 1 random drawings (a “Drawing”) from among all eligible entries received and will choose 1 potential prize winner(s) for each Drawing.

Odds of winning depend on the number of eligible entries received.

POTENTIAL WINNERS MUST BE PRESENT TO WIN

5. Prize Description. The potential winner will be eligible to receive the following prize(s):

Prize	Approximate Retail Value (ARV)
Nike Replica Team Logo Jersey	\$150.00

Total ARV for all Prizes: \$150.00

Limitations on Prizes: Winner will be contacted within 48 hours of winning by Marketing to select the correct size and team. Item will ship directly to the winner.

6. **Winner Notification and Acceptance.** The potential prize winners will be notified In Person by Administrator within 15 business days after the close of the Promotion Period. Prizes will be fulfilled following Sponsor's confirmation of winner's eligibility and receipt of any required affidavits, releases and tax documents completed by the prize winners. Potential Winner is responsible for claiming and transporting prize. As a condition of receiving a prize, potential winners may be required to satisfactorily complete, notarize, execute and return to Sponsor an affidavit of eligibility and liability/publicity release within five (5) days of issuance, and provide Sponsor with a valid Social Security number or tax identification number for tax reporting purposes.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT'S ELIGIBILITY.

A winner may waive the right to receive a prize. Except as expressly stated in these Official Rules, no prize substitution, cash equivalent of prize, transfer or assignment of prize (or portion thereof) by winner permitted, unless authorized by Sponsor in its sole discretion. Prizes and individual components of prize package are subject to availability. Sponsor reserves the right to substitute any prize or component of prize package with a prize or component of equal or greater value, at its sole discretion. If a potential winner is required to be present and is not present, ineligible, fails to timely return the required documents, declines a prize, or otherwise fails to fully comply with these Official Rules, he/she will forfeit that prize and the prize may be awarded to a substitute winner selected by Sponsor through a random drawing from among all remaining eligible entries.

Winner is solely responsible for reporting and payment of any taxes on a prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a prize. Winners are solely responsible for all federal, state and local taxes on prize value and, as applicable, will be issued an IRS Form 1099 based on the prize value determined by Sponsor. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.

7. **Publicity.** Except where prohibited, acceptance of any prize constitutes the winner's irrevocable consent to the publication or other use by Sponsor and its licensees of his or her name, biographical information, dealership name and address, and likeness in any and all media now or hereafter devised, including the Internet, worldwide in perpetuity, for any commercial, publicity or Sweepstakes-related purpose ("Advertising"), without notice, limitation, review or approval, or additional compensation. Potential winners will be announced on the Sweepstakes website as soon as they are selected and by entering this Sweepstakes, participants consent to such disclosure. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor or its licensees and winners hereby disclaim and waive any claim of right to such Advertising.

8. **Conduct.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor and any sweepstakes administrators selected by Sponsor, which are final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. Sponsor reserves the right to cancel or modify the Sweepstakes for any reason, including, but not limited to, in the event the Sweepstakes 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, integrity or proper operation of the Sweepstakes as determined by Sponsor, in its sole discretion. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK

DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **Release.** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS SPONSOR, COX AUTOMOTIVE, INC., ADMINISTRATOR AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/SWEEPSTAKES AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF OR RELATING TO: (A) PARTICIPATION IN THE SWEEPSTAKES; (B) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (C) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.

10. **Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEB SITES AND THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

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 CONTEST MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

PARTICIPANTS FURTHER AGREE THAT THE RELEASED PARTIES' TOTAL LIABILITY TO ANY PARTICIPANT FOR CLAIMS ARISING FROM OR RELATED TO THIS SWEEPSTAKES IS LIMITED TO \$500 (U.S. DOLLARS).

The number of available prizes is limited to those stated in these Official Rules. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the prizes by a random drawing among all legitimate eligible prize claims.

11. **Construction.** The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any disputes arising in connection with this Sweepstakes will be governed by the laws of the United States and the laws of the State of

Georgia. By participating in this Sweepstakes, participants 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 Sweepstakes.

12. **Sweepstakes Winners' List**. For a copy of these Official Rules or a winners' list, send a self-addressed, stamped envelope to: McCarthy Mobile Sale (Manheim Kansas City) PROMOTION 05.10.2022 – PRIZE 1 Sweepstakes Rules/Winners List (as applicable), Attn: Manheim Remarketing Inc. on behalf of itself and its auction affiliates at McCarthy Mobile Sale (Manheim Kansas City) 6325 Peachtree Dunwoody Road NE Atlanta, GA 30328.

13. **Sponsor**. McCarthy Auto Group, 675 N Rawhide, Olathe, KS 66061. The decisions of Sponsor regarding the selection of winners and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Sweepstakes. If you have any questions regarding this Sweepstakes, please contact Manheim Remarketing Inc. on behalf of itself and its auction affiliates, 6325 Peachtree Dunwoody Road NE Atlanta, GA 30328.

End of Official Rules