

# **Manheim Ohio Remarketing by Element Vehicles and Vineyards Top Ten Buyers Promotion**

## **Terms and Conditions**

### **ELIGIBILITY**

**Eligible Dealerships.** The Manheim National Remarketing By Element Vehicles and Vineyards Top Ten Buyers 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: (i) have a valid AuctionACCESS membership number as throughout the entire Promotion Period (“5 Million Number”); (ii) have been identified and invited to participate; and (iii) are not an excluded dealership as described below (each, a “Participating Dealership”). The determination of whether a particular dealership is 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 2, 2019 at 9:30 a.m. EST and end on March 26, 2019, at 11:00 a.m. EST (the “Promotion Period”). Sponsor will be the official timekeeper for the Promotion.

Participating Dealerships can enter the promotion between 9:30 a.m. EST and 11:00 a.m. EST on the following sale days: January 2, 15 & 29; February 12 & 26; and March 12 & 26 (each, a “Select Auction Day”).

The Rewards (as defined below) will be awarded to the top ten (10) buyers as calculated at the end of the Promotion Period.

### **ELIGIBLE PURCHASES**

An “Eligible Purchase” is (i) any purchase of a unit(s) from Remarketing by Element; (ii) made by a Participating Dealership; (iii) made on-site at Manheim Ohio or via Simulcast; and (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. Top Buyer Rewards are based upon the total number of Eligible Purchases made by Participating Dealerships during the Promotion Period.

The Promotion is based on a purchase-tracking system. The Promotion works by offering rewards to the Participating Dealerships that make Eligible Purchase(s) during the Promotion Period and end with the ten (10) highest totals of Eligible Purchases. During the Promotion Period, Sponsor will track each Participating Dealership’s Eligible Purchases.

In the event of a tie at the end of the Promotion Period, the Participating Dealership with the highest total monies spent on the relevant Eligible Purchases during the Promotion Period will be declared the winner.

### **SELECTION**

On or about March 26, 2019, Sponsor will tally the Eligible Purchases to determine the top ten (10) buyers and will notify the Participating Dealerships with the ten (10) highest totals of Eligible Purchases, as calculated through the purchase-tracking system and upon confirmation of compliance with these rules and verification of eligibility.

## **REWARDS**

The Promotion is based on a purchase-tracking system. Rewards will be awarded to the Participating Dealerships with the ten (10) highest totals of Eligible Purchases at the close of the Promotion Period, upon confirmation of compliance with these rules and verification of eligibility. The top ten (10) buyers will each receive the following reward, awarded to the Participating Dealerships (each, a "Reward"):

- One (1) catered dinner with the Manheim Ohio Management team.

Approximate Retail Value of all Rewards awarded: \$925

All Rewards will be calculated and awarded after the close of the Promotion Period. Rewards earned in this Promotion will be awarded directly to the relevant Participating Dealership in a form to be determined in Sponsor's sole discretion. Rewards and individual components of Rewards packages are subject to availability. Sponsor reserves the right to substitute Rewards or components of Rewards packages with a reward or component of equal or greater value.

## **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) days after the end of the corresponding Select Auction Month.

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 Select Auction Month. 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](http://manheim.com). By visiting [manheim.com](http://manheim.com), you also agree to be bound by the visitor agreement, a link to which is located at [manheim.com](http://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 Rachel Linder at [Rachel.Linder@coxautoinc.com](mailto:Rachel.Linder@coxautoinc.com).