

# **Manheim Ohio Sweet Heart Sale Top Buyer & Top Seller Promotion**

## **Terms and Conditions**

### **ELIGIBILITY**

**Eligible Dealerships.** The Manheim Ohio Sweet Heart Sale Top Buyer & Top Seller 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 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 take place on February 13, 2018, beginning at 9:00 a.m. Eastern Standard Time (“PST”) and ending at 12:00 p.m. EST (the “Promotion Period”). Sponsor will be the official timekeeper of the Promotion. The Rewards (as defined below) will be awarded to the top buyer and top seller as calculated at the end of the Promotion Period.

### **ELIGIBLE PURCHASES**

An “Eligible Purchase” is (i) any purchase of any unit(s); (ii) made by a Participating Dealership; (iii) made on-site at Manheim Ohio or via Simulcast; and (iv) during the Promotion Period. Any purchases that do not meet all criteria listed herein will not be counted as an Eligible Purchase. Top Buyer Reward based upon the total number of Eligible Purchases made by a Participating Dealership during the Promotion Period.

### **ELIGIBLE SALES**

An “Eligible Sale” is (i) any sale of a unit; (ii) made by a Participating Dealership; (iii) made on-site at Manheim Ohio or via Simulcast; and (iv) during the Promotion period. Any sales that do not meet all criteria listed herein will not be counted as an Eligible Sale. Top Seller Reward based upon the total number of Eligible Sales made by a Participating Dealership during the Promotion Period.

The Promotion is based on a purchase- and sales-tracking system. The Promotion works by offering a reward to: (i) the Participating Dealership that makes Eligible Purchase(s) during the Promotion Period and finishes the Promotion Period with the highest total of Eligible Purchases; and (ii) the Participating Dealership that makes Eligible Sales during the Promotion Period and finishes the Promotion Period with the highest total of Eligible Sales. During the Promotion Period, Sponsor will track each Participating Dealership’s Eligible Purchases and Eligible Sales.

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

In the event of a tie at the end of the Promotion Period in the category of Eligible Sales, the Participating Dealership with the highest dollar amount of sales made on the relevant Eligible Sales during the Promotion Period will be declared the winner.

## **SELECTION**

At or about 12:00 p.m. EST in Lane 25 on February 13, 2018, Sponsor will tally the Eligible Purchases and Eligible Sales from the Promotion Period to determine the top buyer and top seller and will notify the Participating Dealership with the highest total of Eligible Purchases and the highest total of Eligible Sales, 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. There are two (2) reward categories: Top Buyer and Top Seller. Rewards will be awarded to the Participating Dealership with the highest total of Eligible Purchases at the close of the Promotion Period, upon confirmation of compliance with these rules and verification of eligibility; and to the Participating Dealership with the highest total of Eligible Sales at the close of the Promotion Period, upon confirmation of compliance with these rules and verification of eligibility. The top buyer and top seller will each receive the following rewards awarded to the winning Participating Dealerships (each, a "Reward"):

- An At-Home-Date-Night Box, which includes:
  - One (1) Blanket
  - Popcorn
  - Various DVDs
  - Candy
  - Various Food Vouchers
  - Approximate retail value: \$500

Total approximate retail value of all rewards: \$1000. Vouchers subject to terms and conditions of voucher issuers.

All Rewards will be calculated and awarded after the close of the Promotion Period. Rewards earned in this Promotion will be awarded by check directly to the relevant Participating Dealership. 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 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., 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, [Rachel.linder@coxautoinc.com](mailto:Rachel.linder@coxautoinc.com).