

Folsom AAA Auto Repair
Hawaiian Vacation Giveaway
Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE YOUR CHANCES OF WINNING. SWEEPSTAKES IS ONLY OPEN TO LEGAL RESIDENTS OF CALIFORNIA WHO ARE AT LEAST 21 YEARS OLD.

1. **Sponsor:** The Sweepstakes Sponsor is AAA Northern California, Nevada & Utah, 1277 Treat Blvd, Suite 1000, Walnut Creek, CA 94597 (“AAA” or “AAA NCNU” or **Sponsor**”).

2. **Eligibility:** The Folsom AAA Auto Repair Hawaiian Vacation Giveaway (the “**Sweepstakes**”) is only open to AAA NCNU Members who are at least twenty-one (21) years of age at the time of entry and who are legal residents of California. In addition to persons who do not meet the age and residence requirements, the following persons (collectively, “**Prohibited Entrants**”) also are not eligible to enter the Sweepstakes or win a prize: Sponsor’s employees, parent companies, divisions, subsidiaries, affiliates, prize suppliers, advertising and promotion agencies, anyone working directly with Sponsor on this Sweepstakes, an immediate family member of any of the foregoing, and any person living in the same household as any of the foregoing. The Sweepstakes is void where prohibited or restricted by law. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

3. **Sweepstakes Period:** The Sweepstakes begins at 12:00:01 a.m. Pacific Time (MST) on February 8, 2020 and ends at 11:59:59 pm MST on March 21, 2020 (“**Promotion Period**”). Entries that are submitted before or after the Promotion Period will be disqualified. The Sponsor’s computer or that of its designee is the official timekeeper for this Sweepstakes.

4. **How to Enter:**

There are three (3) ways to enter the Sweepstakes during the Promotional Period:

(1) Visit your local Folsom AAA Auto Repair Center between Saturday, February 8 and Friday, March 21, 2020 during business hours: Monday - Friday, 7:30am – 5:30pm or Saturday 8:00am – 5:00pm, as listed in the mailer and email you received. Complete, in its entirety, the tear pad entry form (“Entry Form”) obtained from the participating AAA location and deposit into entry box (“Entry”).

(2) Complete, in its entirety, the mail-in submission entry form you received in the mail or at the Folsom AAA Auto Repair Center, and mail to: Folsom AAA Auto Repair Center, 175 Placerville Rd., Folsom, CA 95630. A mailed-in entry form must be postmarked no later than March 21, 2020.

(3) Submit an e-mail entry to Membership@GoAAA.com containing the following information: Name of Giveaway: Folsom AAA Auto Repair Hawaiian Vacation Giveaway and Contact information: Name, Address, City, State, Zip, E-mail and Phone Number, and lastly: whether or not you are a AAA Member. An e-mailed entry form must be timestamped no later than 11:59:59 pm MST on March 21, 2020.

Only one Entry per person. No mechanical reproductions permitted. Any duplicate entries will be disqualified. Entries become the property of the Sponsor and will not be returned.

All eligible Entries received during the Promotion Period will have an equal chance of winning. Incomplete Entries will be disqualified. Proof of delivery or receipt of any kind will not be deemed proof of Entry. Any attempted form of entry other than as described herein is void. Released Parties (as defined below) assume no responsibility for Entries that are lost, stolen, late, misdirected, undelivered, garbled, damaged, incomplete or illegible, postage due; incorrect or inaccurate entry information; or for any other error of any kind, whether computer, technical, printing, typographical, human or other, relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes, the announcement of the prize, the processing of entries or in any Sweepstakes related materials. The use of automated devices (or any other devices intended to automate or subvert any aspect of participation) to enter is prohibited. Entries that are incomplete, illegible, or corrupted are void and will not be accepted. Entries become the property of the Sponsor and will not be returned.

5. **Selection of Winner:** On March 31, 2020, Sponsor will conduct a random drawing from among all eligible Entries received during the Promotion Period to select the winner of the Sweepstakes. Submission of an Entry constitutes agreement to be bound by the terms of these Official Rules and the decisions of Sponsor whose decisions are final and binding in all matters relating to the Sweepstakes.

6. **Prize:** One (1) Grand Prize Winner (“**Winner**”) will receive “Pleasant Holidays” vacation to Hawaii, with an approximate retail value of \$6,000 (the “**Prize**”). THE ODDS OF WINNING DEPENDS UPON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE PROMOTION PERIOD.

7. **Prize Restrictions:** Blackout periods and other restrictions may apply. Reservations are subject to availability. All travel must be redeemed by December 31, 2020. All other expenses relating to acceptance of the Prize that are not explicitly stated herein, including but not limited to taxes, meals, beverages, and gratuities are the responsibility of the Winner. Any documents including vouchers/tickets awarded become the responsibility of the Winner upon receipt of same and will not be replaced. Complete terms and conditions of any Prize will be furnished with Prize Notification (as defined below). All vouchers/tickets/ are subject to additional terms and conditions as specified thereon. The Winner is responsible for obtaining any travel insurance (and all other forms of insurance) that they may wish to obtain at their own expense and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. The Winner must provide the hotel with a valid credit card for incidentals (including room service, mini-bar and pay-per-view television) and/or damages to the hotel room/stateroom. Released Parties will not be responsible for weather conditions, Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside their control that may cause the cancellation or postponement of any event. The Winner is bound by the terms and conditions of any airlines, hotels, and other third party service providers used in connection with the Prize. The Winner will not receive cash or any other form of compensation if actual travel costs are less than the approximate retail value provided in these Official Rules.

Travel arrangements must be made through Sponsor's agent. Sponsor is not liable for any expense incurred as a consequence of a flight cancellation or flight delay. Travel is subject to availability and certain other restrictions, which are subject to change in the sole discretion of Sponsor. The right to receive a prize is non-assignable, non-transferable and there will be no prize substitution or cash equivalent given for any prize, except Sponsor reserves the right to substitute a prize (or any portion thereof) with one of equal or greater value, at its sole discretion. It is expressly understood that the Sponsor is under no obligation to the Winner other than as expressly set forth herein. **The Winner is solely responsible for all federal, state and local taxes and fees associated with the receipt of a prize.** The Winner will receive an IRS Form 1099 from the Sponsor for the total approximate retail value of the Prize for the calendar year the trip was taken. Should federal, state, or local law impose any tax reporting or filing obligations on Sponsor arising out of the winner's participation in the Sweepstakes (including the winner's receipt of and/or use of any Prize), the winner agrees to timely provide Sponsor with any information that is reasonably needed for Sponsor to comply with any such reporting or filing obligations.

8. **Notification of Winner:**

A. Within three (3) business days of the drawing, Sponsor will attempt to call or e-mail the entrant who has been selected as a potential winner at the telephone number or email provided on the Entry. The potential winner must accept or decline the Prize within 24 hours. Otherwise, the Sponsor will select another potential winner and repeat the process until a Winner is selected.

B. Upon acceptance, Winner will be provided with, and shall complete, sign and return to Sponsor, the following documents

("Acceptance Documents"):

- Affidavit of Eligibility/Release
- Liability/Publicity/Release
- Travel Release (both Winner and guest),
- IRS Form W-9

C. The Winners must execute and return all Acceptance Documents within five (5) business days of receipt. If the Winner fails to timely execute and return any Acceptance Documents, is found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, or if Sponsor is unable to contact the Winner, or the Prize or Prize Notification is returned undeliverable, the Winner will be deemed to have forfeit the Prize, and Sponsor may, in its sole discretion, select an alternative by repeating the Winner Selection process.

9. **Agreement to Official Rules, Binding Nature, Release, and Indemnification:** By participating in the Sweepstakes, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of Sponsor, which are final and binding. Furthermore you agree to release, indemnify, defend, and hold harmless Sponsor, its respective parent companies, subsidiaries, affiliates, prize suppliers, and advertising and promotion agencies and all its affiliates, and each of their respective agents, representatives, officers, directors, shareholders and employees (collectively, **"Released Parties"**) from and against any and all lawsuits, judgments, losses, damages, claims, actions, costs and expenses (including, without limitation, reasonable attorneys' fees) and any liability of any kind resulting from, arising from, or related to:

- A. participation or inability to participate in the Sweepstakes, thereto) that may be awarded
- B. acceptance, possession, use, misuse or nonuse of the Prize (including any travel or travel-related activity
- C. typographical or printing errors in these Official Rules or any Sweepstakes materials,
- D. any change in the Prize for any reason,
- E. any interruptions in or postponement, cancellation, or modification of the Sweepstakes,

- F. human error,
- G. incorrect or inaccurate transcription, receipt or transmission of any entry, any technical malfunctions or unavailability of any website or any telephone network, computer system,
- H. computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by Sponsor, any of the Released Parties or by you,
- I. any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions
- J. late, lost, stolen, misdirected, illegible, delayed, corrupted, incomplete, undeliverable or damaged entries,
- K. any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties,
- L. Lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof),
- M. negligence or willful misconduct by entrant, and
- N. personal injury or property damage resulting directly or indirectly from acceptance or use of the prize.

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE, WHETHER TO YOU OR TO ANY OTHER PERSON OR TO ANY PROPERTY, RELATED TO OR RESULTING FROM YOUR PARTICIPATION IN THE SWEEPSTAKES, AND/OR ACCEPTANCE OF ANY PRIZE. BY PARTICIPATING IN THE SWEEPSTAKES, YOU EXPRESSLY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR YOUR PARTICIPATION AND AGREE THAT PARTICIPATION IS SOLELY AT YOUR OWN RISK.

10. **Limitation of Liability:** The Released Parties are not responsible for computer, printing, typographical, human, or other errors, including, without limitation, errors which may occur in the administration of the Sweepstakes, the announcement of the prize, the processing of entries or in any Sweepstakes related materials; or for transactions that are lost, stolen, late, misdirected, damaged, incomplete, illegible entries, fail to enter into the processing system, or are processed, reported, or transmitted late or incorrectly or are lost for any reason including computer, paper transfer, human or other error; or for electronic or computer error. Any entries found suspect will be deemed 'void' by the judges. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If in the Sponsor's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Sweepstakes, or if computer virus, bugs, unauthorized intervention, fraud, or technical difficulties or failures compromise or corrupt or affect the administration, integrity, security, fairness, or proper conduct of the Sweepstakes, the Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and or void any entries submitted fraudulently, to modify or suspend the Sweepstakes, or to terminate the Sweepstakes. As a condition of entering the Sweepstakes, entrants agree that: (a) under no circumstances will they be permitted to obtain, and entrants hereby waives all rights to, damages of any kind, including, without limitation, punitive, incidental, special, exemplary, and consequential damages; (b) all causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; and (c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorney's fees. Sponsor reserves the right to modify prize award procedures.

11. **Grant and Waiver of Rights:** By accepting the Prize, You hereby irrevocably grant the Released Parties the right to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, exploit, sell, rent, license, otherwise use, and permit others to use anything you provide (**whether intentionally, passively, or unintentionally**) in connection with your participation in the Sweepstakes or acceptance/use of the Prize, including but not limited to **your name, image, likeness, appearance**, social media names and handles and profiles, and other personal characteristics, and all materials created by or on behalf of Released Parties that incorporate any of the foregoing ("**Materials**") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created, including without limitation, electronic, magnetic, and optical media, motion pictures, television broadcast, cablecast, and satellite, home video and video on demand, display, point-of-sale, and other advertising and promotional materials, press releases, the internet and other digital transmission or delivery methods, mobile applications, on any platform and for any purpose, including but not limited to advertising, public relations, publicity, packaging, and promotion of Sponsor and its businesses, products, and services, without further consent from or royalty, payment, or compensation to you.

Sponsor shall be the exclusive owner of all rights, including copyright, in the Materials. You hereby irrevocably transfer, assign, and otherwise convey to Sponsor your entire right, title, and interest, if any, in and to the Materials and all copyrights and other intellectual property rights in the Materials arising in any jurisdiction throughout the universe in perpetuity, including all registration, renewal, and reversion rights, and the right to sue to enforce such copyrights against infringers. You acknowledge and agree that you have no right to review or approve the Materials before they are used by Released Parties, and that Released Parties have no liability to you for any editing or alteration of the Materials or for any distortion or other effects resulting from Released Parties' editing, alteration, or use of the Materials, or Released Parties' presentation of you. Any credit or other acknowledgment of you, if any, shall be determined by Released Parties in their sole discretion. Released Parties have no obligation to create or use the Materials or to exercise any rights given by this waiver.

To the fullest extent permitted by applicable law, you hereby irrevocably waive all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including without limitation intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, physical or emotional injury or distress, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "**Claims**") arising directly or indirectly from Released Parties' exercise of their rights under this waiver or the production, exhibition, exploitation, advertising, promotion, or other use of the Materials, and whether resulting in whole or in part by the negligence of Released Parties or any other person, covenant not to make or bring any such claim against Released Parties, and forever release and discharge Released Parties from liability under such claims. You agree that to the fullest extent permitted by law, this waiver cannot be terminated, rescinded, or modified, in whole or in part under any circumstances.

12. **Winners List:** For the list of winners (available after April 3, 2020), mail a self-addressed, stamped envelope to "AAA Hawaii Vacation In Branch Giveaway Winners," c/o Cheryl Johannes, 2375 E. Camelback Rd., Suite 500, Phoenix, AZ 85016. Requests must be received no later than March 31, 2020. Requests will be fulfilled when the drawings have been conducted and winners have been verified.

© 2020 AAA Northern California, Nevada & Utah. All rights reserved. These Official Rules may not be copied, edited, or used for any other purpose, commercial or otherwise, without the express written consent of Sponsor.