

## **Direct Auto Get Going Vacation Sweepstakes Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

### **1. Eligibility**

Direct Auto Get Going Vacation Sweepstakes (the "Sweepstakes") is open only to individuals who are legal residents of and physically located in the forty-eight (48) contiguous United States and the District of Columbia, and who are eighteen (18) years of age or older, at the time of entry. Void where prohibited by law. Employees, officers and directors of **Direct Administration, Inc.** ("Sponsor"), Contest Factory ("Administrator"), and any of their respective parents, affiliates, subsidiaries, advertising and promotion agencies, and any other company or individual involved with the design, production execution or distribution of the Sweepstakes, and their immediate family members (i.e., spouse, parents and step-parents, siblings and step-siblings, and children and step-children and their respective spouses, regardless of where they reside) and household members (i.e., people who share the same residence at least three (3) months out of the year, whether or not related) of each such individual are not eligible. Participation constitutes entrant's full and unconditional agreement to these "Official Rules", as well as Sponsor's decisions and/or interpretations under these Official Rules, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### **2. Sponsor and Administrator**

Sponsor: **Direct Administration, Inc.**, 1281 Murfreesboro Pike, Nashville, TN 37217.

Administrator: Contest Factory, 17602 17th Street #102 – 116, Tustin, CA 92780.

### **3. Sweepstakes Entry Period**

Sweepstakes begins on June 3, 2019 at 12:01 p.m. Eastern Time ("ET") and ends on June 28, 2019 at 11:59 p.m. ET. Administrator is the official timekeeper for this Sweepstakes.

### **4. How to Enter**

To participate and enter this Sweepstakes visit [www.directauto.com/vacationsweepstakes](http://www.directauto.com/vacationsweepstakes) and register with your First Name, Last Name, Email Address, Zip Code, and answer the required survey questions. You will receive one (1) entry in the Sweepstakes for your registration. You can receive additional entries into the Sweepstakes when you: 1) Share the Sweepstakes on Facebook; 2) Share the Sweepstakes on Twitter; and 3) Share the Sweepstakes via email. **Limit of four (4) entries per person per day.** Subsequent attempts made by the same individual to submit multiple entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. Use of any automated system to participate is prohibited and will result in disqualification and all associated entries will be void. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible, undelivered or misdirected entries, which will be disqualified. All entries become the sole and exclusive property of Sponsor. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address associated

with the entry provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified.

#### **5. Winner Selection/Verification/Odds**

There will be two (2) Sweepstakes winners ("Winner"). The first potential Winner will be selected through a random drawing on or about June 24, 2019 from among all eligible entries received during the Sweepstakes Entry Period as of June 21, 2019 at 11:59PM ET in accordance with these Official Rules. The second potential Winner will be selected through a random drawing on or about July 1, 2019 from among all eligible entries received during the Sweepstakes Entry Period in accordance with these Official Rules. Limit of one prize per person for the entire Sweepstakes Entry Period. The first potential Winner will be contacted on or about June 26, 2019 via the email address provided during registration. The second potential Winner will be contacted on or about July 3, 2019 via the email address provided during registration. Winners may be required to sign and return to Administrator, within five (5) business days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (collectively, "Affidavit") in order to claim his/her prize. All prize awards are subject to verification of eligibility and compliance with the terms of these Official Rules. Failure to respond to the initial verification within five (5) business days of notification or to return all required documentation within the stated time period (if applicable), the return of any prize or prize notification as undeliverable or the potential winner's noncompliance with these Official Rules may result in disqualification and, at Sponsor's discretion, selection of an alternate potential Winner in a random drawing of all remaining eligible entries received. The Sweepstakes Entities are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the number of each type of prize set forth in these Official Rules, the winners, or remaining winners, as the case may be, of the advertised number of prizes available may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Released Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winners, or if potential winner is a minor, for late, lost, misdirected, or unsuccessful efforts of potential winner to provide signed parental or guardian consent.

Odds of winning depend on the number of eligible entries received during the Sweepstakes Entry Period.  
**ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.**

#### **6. Prizes**

Two (2) prizes will be awarded. Each Winner will receive a \$10,000 vacation trip. Approximate Retail Value ("ARV") of each prize is \$10,000. Total ARV of all prizes is \$20,000. Travel date is at the discretion of the winner, but all travel must be completed within one year and booked a minimum of 60 days in advance of travel. Costs for incidentals, personal items, and meals not included in the trip itinerary are not included in the prize and will be the responsibility of the winner. Winner and any companions must travel together on the same itinerary. Travel companion of the winner must be 18 years of age or older at time of travel or winner must be parent/guardian of the travel companion. Winner and companion must possess valid

travel documents in order to travel (i.e. valid photo ID, license or Passport) and cost to obtain such documents is responsibility of the winner. Specific travel arrangements and all prize details not specified herein will be made and determined by the Sweepstakes travel agent in their sole discretion. Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the listed prize for one of comparable or greater value for any reason. Each Winner is responsible for all federal, state, local taxes and fees associated with prize receipt and/or use, regardless of whether they, in whole or in part, are used. The Winners may be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of each Winner for the actual value of the prize received. All prize details are at Sponsor's sole discretion. Prize details and availability are subject to change and prize provider's rules and restrictions, and in the event that Sponsor is unable to provide the winner with his or her prize(s), the Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. The ARV of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Prize, if legitimately claimed, will be awarded. The Released Parties are not responsible for and will not replace any lost, mutilated or stolen prize(s) or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If a Winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Released Parties will have no further obligation with respect to that prize or portion of the prize. No more than the stated prize will be awarded. The Released Parties are not responsible for and Winner will not receive the difference, in any, between the actual value of the prize(s) at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material.

## **7. Entry Conditions and Release**

By entering, each entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of Sponsor and Administrator which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless Sponsor, Administrator, and their respective parent, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including, but not limited to, negligence and damages of any kind to persons and property, including, but not limited to, invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a entrant's entry, submission of an entry, participation in the Sweepstakes, or acceptance or use or misuse of any prize; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of a prize.

## **8. Publicity**

Except where prohibited by law, participation in the Sweepstakes constitutes Winner's irrevocable consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for advertising and promotional purposes, in any manner, in any and all media and by all manners, now or hereafter devised, worldwide in perpetuity, without further payment, consideration or notification to, or permission from, Winner except for the awarding of the prize to the Winner.

The Sponsor at its sole discretion may require the Winners to be videotaped during the presentation of grand prizes to Winners.

#### **9. General Conditions**

Sponsor or Administrator reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor or Administrator in their sole discretion. If terminated, at Sponsor's or Administrator's discretion, Winners may be selected at random from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor or Administrator. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence) Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. The Released Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Sponsor or Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the chatbot or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner and void all associated entries. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages (including attorneys' fees) and other remedies from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### **10. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to, malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the functionality of the chat bot, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted,

entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of prizes will be awarded.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

#### **11. Governing Law/Disputes**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws. The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Orange County, California and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Orange County, California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Orange County, California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

#### **12. Entrant's Personal Information**

Information collected from entrants is subject to Sponsor's Privacy Policy which is located at: <https://www.directgeneral.com/privacy-and-security>. As a condition of entering the Sweepstakes, each

entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list.

### **13. Sweepstakes Results**

For Sweepstakes results send a hand-printed, self-addressed, stamped envelope to Winners List – Direct Auto Get Going Vacation Sweepstakes c/o: Contest Factory, 17602 17th Street #102 – PO Box # 116, Tustin, CA 92780. Requests for the winner list must be received by September 1, 2019.

### **14. Miscellaneous**

The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

*This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook, Twitter, or Instagram. Any and all questions, comments or complaints regarding the Sweepstakes must be directed only to Administrator and not Facebook, Twitter, or Instagram.*

*Reference to third parties in connection with prizes and/or third party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship or affiliation with Sponsor or the Sweepstakes.*