

**Northern Ohio Honda Dealers Association (NOHDA),
Akron Rubber Ducks Ticket Sweepstakes
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN, NOR WILL A PURCHASE IMPROVE ONE'S CHANCES OF WINNING.

Northern Ohio Honda Dealers Association ("Sponsor") will conduct a Sweepstakes as described in these Official Rules ("Rules"). Participation in the Sweepstakes constitutes an entrant's full and conditional agreement to, and acceptance of, these Rules. All decisions of Sponsor are final and absolute and not subject to inquiry or appeal. Sponsor reserves the right to disqualify any entrant.

OBJECTIVE:

26 lucky winners will get 4 Akron Rubber Ducks baseball tickets for a day or night of fun.

ELIGIBILITY REQUIREMENTS:

Entrants must be legal U.S. residents 18 years of age or older and hold a current, valid Ohio driver's license. Sponsor reserves the right to disqualify any entrant who does not qualify under all terms and conditions of those rules of AHFC. The employees of Sponsor and their advertising agencies and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents and grandchildren, whether as "in-laws" or by current or past marriage(s), remarriage, adoption or cohabitation or other family extension, and any other person residing in the same household whether or not related. Void where prohibited and outside the Sweepstakes Rules and Regulations.

SWEEPSTAKES:

The contest begins May 17, 2022 and ends on September 14, 2022 (the "Sweepstakes"). Entrants will be accepted daily as set forth herein during the Sweepstakes.

HOW TO ENTER:

To enter, entrants can enter by going to <https://www.facebook.com/OHHondaDealers> and filling out the necessary information or by mail to Northern Ohio Honda Dealers Association, c/o 1300 E. 9th Street, Ste. 1400, Cleveland, OH 44114. Sponsor will not be responsible for incomplete, lost, late or misdirected or illegible entries or for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, the malfunction of any communications network or equipment, or computer hardware or software, whether originating with sender of Sponsor. All received entries become property of Sponsor and none will be returned. If there is a dispute about who submitted an entry, the entry will be deemed to have been submitted by the authorized account holder of the communications account identified. The authorized account holder is deemed the natural person who is assigned to a phone number or IP address by a communications provider, service provider or any company the phone has been issued and the services are built. Any questions regarding the number of entries submitted or the order of communications, will be determined by Sponsor in its sole discretion.

FINALIST SELECTION AND NOTIFICATION:

The odds of being selected as a winner depend on the number of eligible entries received. A potential finalist will be disqualified and Sponsor may select another finalist by random drawing from the remaining eligible entries (at Sponsor's sole discretion) if: (a) potential finalist does not respond after first notification, within 48 hours of first notification attempt; (b) a potential finalist does not fulfill the eligibility requirements; (c) a potential finalist refuses to provide the necessary information; (d) a potential finalist does not adhere to the Official Rules; (e) a potential finalist does not sign and return any required documents or provide required information by deadlines set by Sponsor; (f) a potential finalist is unwilling or unable to attend and participate in the event, if necessary, and/or (g) if the finalist notification is returned refused or declined. Any finalist may be required, prior to announcing the winner, to review the terms and conditions. The finalist will be randomly selected by Sponsor on a daily or weekly basis. Decision of the Sponsor is final in determining the winning finalist through an impartial drawing. The name of the winners will be made available at the website. All finalists will be required to complete, sign and return the certificate of eligibility and release. Winner may be subject to one or more background checks and winner must cooperate with such background checks. Background checks will be conducted in accordance with the law and may include civil, criminal, financial, driver's history and any other type of background check necessary by designated agents of Sponsor. The winner may be required to provide additional information if deemed necessary by Sponsor. The potential winners may be disqualified and Sponsor may select another winner by random drawing from remaining finalists (at Sponsor's sole discretion and time permitting) if (a) potential winner does not fulfill the eligibility requirements; (b) potential winner refuses to provide necessary information to qualify and cooperate with the background checks; (c) potential winner does not adhere to the official rules; and/or (d) potential winner does not sign or return any required documents or provide required information by deadline set forth by Sponsor.

PRIZE:

The prizes cannot be redeemed for cash or substituted for any other items by the winners. The winner cannot assign or transfer prize. Sponsor reserves the right to substitute a comparable prize of like or greater value, including cash, for any prize, for any reason. The Sponsor reserves the right to disqualify any winner who does not qualify under all terms and conditions. All other costs not specifically stated herein as being awarded are the responsibility of the winner. The winner must sign a statement acknowledging he or she is responsible for all associated local, state and federal taxes and will provide their social security number in order to receive a federal IRS form 1099.

PUBLICITY RELEASE:

By participating, the entrant consents to use of his or her name, state of residence and likeness for advertising and promotional purposes, online, for broadcast and in print and in any other media worldwide in connection with the Sweepstakes, without limitation and without additional compensation except where prohibited by law.

TELEPHONE, DELIVERY & COMPUTER DISCLAIMER:

Sponsor disclaims all liability for the inability of a participant to complete or continue a telephone call computer connection due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond Sponsor control, or otherwise. Sponsor disclaims all liability for any delays,

misdelivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method.

TAXES:

Any valuation of the prize stated above is based on available information provided to Sponsor, and the value of prize awarded to winner may be reported for tax purposes as required by law. All taxes, including federal, state and local taxes, are the sole responsibility of winner. Winner must provide Sponsor with valid identification before prize will be awarded.

LIMITATION OF LIABILITY:

By participating, entrants agree: (a) to the Rules and decisions of Sponsor, which will be final in all respects; (b) to release, discharge, and hold harmless Sponsor and any entity involved in the development or administration of this Sweepstakes and their respective affiliates, parents, subsidiaries, advertising and promotion agencies, and all of their officers, directors, employees, representatives, and agents from all liability, injuries, losses or damages of any kind to persons, including but not limited to death or property damage resulting in whole or in part, directly or indirectly, from participation in the Sweepstakes or any Sweepstakes-related activity; (c) that the foregoing parties have neither made nor are in any manner responsible or liable for any warranty, representation or guaranty, expressed or implied, in fact or in law, relating to any prize. Sponsor will have the sole discretion to administer the Sweepstakes and interpret and apply these Rules. Sponsor reserves the right to prohibit any entrant from participating in the Sweepstakes if, at its sole discretion, Sponsor finds such entrant to be tampering with the entry process or the operation of the Sweepstakes, or if such entrant shows a disregard for, or attempts to circumvent, these Rules, or acts: (a) in a manner the Sponsor determines to be not fair or equitable; (b) with an intent to annoy, threaten or harass any other entrant or Sponsor; or (c) in any other disruptive manner. Sponsor assumes no liability for (a) any incorrect or inaccurate entry information; or (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes. If a dispute arises regarding compliance with these Rules, Sponsor may consider, in its sole discretion, data reasonably available to Sponsor through information technology systems in Sponsor's control, but Sponsor will not be obligated to consider any data or other information collected from any other source. Neither the failure of Sponsor to insist upon or enforce strict performance of any provision of these Rules or the failure, delay or omission by Sponsor in exercising any right with respect to any term of these Rules, will be construed as a waiver or relinquishment to any extent of Sponsor's right to assert or rely upon any such provision or right in that or any other instance. If there is any conflict between any term of these Rules and any of the entry or marketing materials used in connection with the Sweepstakes, the terms of the Rules will govern. No Entrant will be entitled to receive any wages, benefits, fees or other compensation whatsoever as a result of participating in the Sweepstakes. Any expenses incurred by the applicant during the entry process are the sole responsibility of each applicant and Sponsor will not issue reimbursement for any expenses.

DISPUTE RESOLUTION: By entering the Sweepstakes, entrants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes 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 out-of-pocket costs incurred, including costs associated with entering the Sweepstakes but in no event attorneys' fees; and (c)

under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All entrants agree, by participation in the Sweepstakes, to submit to the personal jurisdiction of the federal and state courts located in Cleveland, Cuyahoga County, Ohio, which will be the exclusive forum for any dispute regarding any Rule or activity associated with the Sweepstakes. Ohio law will govern this Sweepstakes, without regard to Ohio's choice of law rules.

MISCELLANEOUS:

Each entrant agrees to abide by these Rules. If for any reason, this Sweepstakes is not capable of running as planned, including infection by computer virus, tampering, fraud, technical failure, or any other cause that corrupts or threatens the administration, security or integrity of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to terminate or suspend the Sweepstakes or any portion of the Sweepstakes. If Sponsor terminates the Sweepstakes, it will determine the Finalists by random drawing from among all eligible, non-suspect entries received as of the Sweepstakes termination and determine the winners by random drawing from among the Finalists. If Sponsor terminates or modifies the Sweepstakes, Sponsor will post notice at participating Honda dealers.

OFFICIAL RULES:

To request an additional copy of the Rules, send a self-addressed stamped envelope to the business offices of NOHDA at 1300 E. 9th Street, Ste. 1400, Cleveland, OH 44114.

COMPLIANCE WITH LAW:

The conduct of the Sweepstakes is governed by the applicable laws of the State of Ohio, which take precedence over any regulation to the contrary herein.

WINNERS NAMES:

The names of the winners will be posted on <https://www.facebook.com/OHHondaDealers>

SPONSORS:

Northern Ohio Honda Dealers Association, 1300 E. 9th Street, Ste. 1400, Cleveland, OH 44114.

The Sweepstakes, and all Sweepstakes material, is © NOHDA. All rights reserved.