

# OFFICIAL RULES 2022 MILITARY HERO OF THE MONTH CONTEST- MARQUETTE

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

**BY PARTICIPATING IN THIS PROMOTION, YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AS PROVIDED BELOW IN THE *HOW TO ENTER SECTION* SEE ALSO MILITARY HERO'S PERSONAL INFORMATION SECTION, BELOW.**

THE 2022 MILITARY HERO OF THE MONTH CONTEST (THE "CONTEST") BEGINS AT 10:00 A.M. CENTRAL TIME ("CST") ON MAY 4, 2022, AND ENDS ON JUNE 10, 2022, AT 4:00 P.M., CST (THE "PROMOTIONAL PERIOD"). ADMINISTRATOR'S COMPUTER WILL BE THE OFFICIAL TIME-KEEPING DEVICE FOR THE CONTEST.

**ELIGIBILITY:** THE CONTEST IS OPEN ONLY TO THOSE WHO ARE WHO ARE LEGAL RESIDENTS OF THE STATE OF MICHIGAN AND WISCONSIN, WHO LEGALLY RESIDE IN ONE OF THE COUNTIES LISTED IN THE CHART BELOW AND WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY ("ENTRANT"). THIS APPLIES TO ENTRANT AND HER/HIS NOMINEE, IF RELEVANT. ALL OTHERS ARE INELIGIBLE TO ENTER OR WIN AND WILL BE DISQUALIFIED. VOID WHERE PROHIBITED OR RESTRICTED. Employees of Chevrolet Motor Division, General Motors LLC, Marquette Chevy Dealers Advertising Association ("Sponsor"), EventLink LL ("Administrator"), Jack Morton Worldwide, Agency 720, and their respective parent companies, affiliates, subsidiaries, dealerships, distributors, and their advertising and promotion agencies, and the members of their immediate families (spouses, parents, stepparents, siblings, stepsiblings, children, stepchildren, and their spouses and in-laws) and persons living in the same household with such individuals (whether related or not) are not eligible to enter or win. "Entrant" includes both nominators and Military Hero nominees.

<u>Participating Dealer Group Market</u>	<u>Eligible Counties</u>
<b>MARQUETTE, MI</b>	<b>MICHIGAN:</b> Alger ~ Baraga ~ Chippewa ~ Delta ~ Dickinson ~ Gogebic ~ Houghton ~ Iron ~ Keweenaw ~ Luce ~ Mackinac ~ Marquette ~ Menominee ~ Ontonagon ~ Schoolcraft <b>WISCONSIN:</b> Florence ~ Forest ~ Marinette ~ Vilas

**AGREEMENT TO THE OFFICIAL RULES:** By participating, all Entrants (including Military Hero and nominators) agree to be bound by these Official Rules and the decisions of the Sponsor and/or Administrator and Judges, which are binding and final on all matters relating to this Contest. This Contest is subject to all applicable federal, state, and local laws. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**HOW TO ENTER:** There will be one (1) Grand Prize Winner that will be selected and determined from all eligible Entries during the Promotional Period.

**VIA WEBSITE:** Eligible nominators may nominate a Military Hero (defined as Active-Duty members, Reservists, National Guard members, Veterans, and Retirees, of the U.S. Army, Navy, Air Force, Marine Corps, and Coast Guard) who reside in one of the participating Eligible Counties from the Chart above for this Contest, and Military Heroes may nominate themselves. Visit the website [MarquetteChevyCares.com/Military](http://MarquetteChevyCares.com/Military) ("the Website"). Once on the website, review the Rules and fully complete and submit the application ("entry"). All entries require an essay submission (between 100-150 words), explaining why the Military Hero is a deserving winner, including their years of service as a Military Hero and their community involvement. The Submission must include the Military Hero's name and the branch of the military in which they served or are currently serving. Anyone who is a nominator will also need to provide their name, relationship to the nominee, phone number, and email address. You must obtain permission from the person whose name you submit to use their personal information, including name, Military Branch, and reason why he or she deserves to win. **ENTRY DEADLINE: ENTRIES**

**MUST BE SUBMITTED BY 11:59 P.M. CST ON MAY 31, 2022.** There is a limit of one (1) entry per nominee. Nominators can nominate more than one (1) Military Hero. All entries become the property of the sponsoring Chevy dealers and will not be returned and may be used by the sponsoring Chevy dealers for any purpose and in any media in perpetuity. Before prize will be awarded, all information submitted on the application by the nominator or Military Hero will be verified. If ANY false or misleading information is submitted on the application, the Military Hero will be disqualified without notification to the Military Hero or nominator.

**LIMIT:** Nominators may nominate more than one (1) Military Hero but may not nominate the same Military Hero twice. In the event of receipt of multiple entries from the same nominator for the same Military Hero, only the first entry will be considered. No mechanical reproductions of entry forms permitted.

Any attempt by any participant to obtain more than the stated number of entries by using multiple/different identities, registrations or any other methods may void that Military Hero's entries and that Military Hero may be disqualified. Participants are responsible for all charges imposed by their Internet service provider, including any applicable taxes on such services, in connection with submission of an entry. Administrator is not responsible for lost, late, incomplete, invalid, unintelligible, unreadable, or misdirected registrations, which will be disqualified. Administrator will not accept submissions from wireless domains, blacklist domains, or any email address Administrator deems to be potentially harmful to the website page. Use of any automated system to participate is prohibited and will result in disqualification.

**WINNER SELECTION:** All entries will be judged starting June 1, 2022 through June 8, 2022, to select a winner ("Winner"), in Sponsor's sole discretion, by the Administrator, whose decisions are final based on the following criteria: editorial impact (50%) and community impact (50%). In the event of a tie, the person among the tied Entrants with the highest score in community impact will be the Winner. In the event the Sponsor does not receive a sufficient number of eligible entries or there are not a sufficient number of acceptable entries in Sponsor's or Administrator's sole discretion, the Sponsor has the right to cancel the Contest. Administrator will contact the potential Winner by telephone and/or email and potential Winner will be required to complete and return an affidavit of eligibility, liability release, and except where prohibited by law, a publicity release form ("affidavit/release") and a uniformed headshot photo within three (3) days of receipt. If the potential Winners' notification is rejected, returned, or deemed undeliverable or the potential winner fails to execute and return the affidavit/release within the specified time or if he/she is otherwise ineligible to receive the Prize, that potential Winner will be deemed ineligible and the prize will be awarded to an alternate selected from all remaining eligible entries based on the judging criteria set forth above. Prize Winner will be required to provide his/her social security number or tax id for tax reporting purposes as Administrator will file an IRS Form 1099 with the Internal Revenue Service for the approximate retail value of the prize. In the event that the potential Prize Winner is disqualified for any reason, that prize will be forfeited and awarded to an alternate based on the next highest judging criteria set forth above. Unclaimed prizes will not be awarded.

**GRAND PRIZE:** There will be one (1) Grand Prize Winner for this Contest. The Grand Prize Winner will be revealed on June 10, 2022. The Grand Prize Winner will receive the following:

- One (1) \$1,000.00 Gift Card

Approximate Retail Value ("ARV") of prize in the contest is \$1,000.00.

**GENERAL PRIZE RESTRICTIONS:** Prize money will be paid in the form of a gift card for the winner from Administrator. **Winners are responsible for all costs associated with their individual prize, including but not limited to all federal, state, and local taxes (including income and withholding taxes) and any other expenses related to the acceptance and use of a prize specified herein.** Prizes may not be transferred or assigned. Tickets are subject to certain terms and conditions as specified by issuer. Winner agrees that the tickets are awarded pursuant to a revocable, nontransferable license that is personal to the winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. Winner must comply with all venue and event rules and regulations, including execution of all required releases. Failure to do so may result in forfeiture of such portion(s) of prize. No substitution may be made, except by the Sponsor and/or Administrator, who reserve the right to substitute the Prizes in whole or in part with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor and/or Administrator in its sole discretion. Except where

prohibited by law, acceptance of a Prize constitutes permission for Sponsor to use winner's name, hometown, likeness, statements and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional prize, incentive, consideration, consent or review; and upon request, winner will provide written consent to such use. All prize details are at Administrator's and/or Sponsor's sole discretion.

Gift cards are subject to, and must be used in compliance with, the terms and conditions set forth on the respective gift card and as set forth by the gift card issuer. Winner must protect the gift card and treat the gift card as they would any other valuable document. Gift card will not be replaced or replenished if it is lost, stolen, damaged, destroyed or used without the winner's permission and will be voided if altered or defaced. Gift cards are not redeemable for cash or credit. All product and brand images are trademarks or registered trademarks of their respective companies, which are not sponsors or affiliated with this Contest.

**SUBMISSION GUIDELINES:** Submissions must (i) be your own original work, created solely by you, and be the exclusive property of you alone; (ii) not have been previously published, released or distributed in any form; and (iii) not have won any prior awards or competitions. Nominations (and the accompanying essay and headshot) may or can be disqualified if, in the opinion of the Sponsor, they: (a) are sexually explicit or suggestive, violent, derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, or reference nudity or any materially dangerous activity; (b) promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; (c) are obscene or offensive, endorse any form of hate or hate group; (d) infringe upon or include third-party trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses; (e) contain copyrighted materials owned by others; (f) contain materials embodying the names, likeness, or other indicia identifying any person, living or dead; or (g) suggest, or are in violation of, any law. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to participants. Sponsor reserves the right to waive the contest entry requirements set forth herein in its reasonable discretion. Sponsor reserves the right, in its reasonable discretion, during or upon completion of the Promotional Period, to request that any Entrant or Participant resubmit his or her entry that fails to comply with the contest entry requirements before any judging period.

**USE OF SUBMISSIONS:** By submitting an entry, you agree that your submission and headshot is gratuitous and made without restriction and will not place Released Parties under any obligation and that Released Parties are free to otherwise disclose the ideas contained in the entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Released Parties do not waive any rights to use similar or related ideas previously known to Released Parties, or developed by their employees, or obtained from sources other than you. Released Parties reserve the right to, and may or may not, monitor/screen entries prior to posting them to the website. By entering, you acknowledge that Released Parties have no obligation to use or post any entry you submit. By submitting an entry, you warrant and represent that: (a) it is your original work, (b) it has not been previously published, (c) it has not won previous awards, (d) it does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) you have obtained permission from a person whose name or likeness is used in the entry and (f) publication of the entry via various media, including web posting, will not infringe upon the rights of any third party. If someone else takes a picture of you, you MUST have their consent to use the picture that you submit. Any such participant will indemnify and hold harmless Released Parties from any claims and damages to the contrary (including reasonable attorney's fees). By accepting a prize, the winner agrees that its entry will be deemed a work made for hire under the copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her entry, including all but not limited to all, copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor all rights of "droit moral" or "moral rights of authors" or any similar rights or principles of law that winner may now or later have to their entry. Sponsor reserves the right to alter, change or modify the winning entry in its sole discretion. Upon request of Sponsor, a winner shall execute and deliver such additional instrument of assignment as may be solely deemed by Sponsor reasonably necessary to establish the ownership of record of the right, title and interest in and to the entry and of the copyrights transferred and "moral rights of authors" waived under these Official Rules. Entrants agree that the Released Parties are not responsible for any unauthorized use of entries by third parties.

Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment. Further, Sponsor may request from a winner (or any entrant) that the winner secure from any photographer an irrevocable assignment and transfer to Sponsor all of any photographer's right, title and interest in and to the winner's entry, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. The photographer may be required to waive in favor of Sponsor all rights of "droit moral" or "moral rights of authors" or any similar rights or principles of law that the photographer may now or later have in the entry. Should Sponsor fail to request the said photographer assignment as stated, that shall not be deemed a waiver of Sponsor's rights and Sponsor may at a later time request the assignment(s).

By submitting an entry you grant Sponsor and its agents the right to publish, use, adapt, edit and/or modify the entry and each element thereof in any way, in commerce and in any and all media worldwide, without limitation and without consideration to the Military Hero. Submission of an entry further constitutes the Military Hero's consent to irrevocably assign and transfer to the sponsor any and all rights, title and interest in and to the entry, including, without limitation, all intellectual property rights as set forth above. By entering, Entrant agrees that Released Parties are indemnified, released and will be held harmless by Entrant from any and all liability for any damages, injuries or losses of any kind to person(s), including death, or property, arising directly or indirectly from the acceptance, possession, misuse or use of a prize or his/her participation in the contest or any contest-related activity. By entering, winner grants (and agrees to confirm such grant in writing promptly upon request) to Sponsor and those acting under Sponsor's authority the right to the use of his/her name, photograph, likeness, voice, image, statements and biographical information at any time or times for advertising, trade, publicity and promotional purposes in any media now known or hereafter discovered, worldwide and on the world wide web, without review, notification, approval or additional compensation, unless prohibited by law.

**RELEASE:** By participating: (a) Entrants release Chevrolet Motor Division, General Motors LLC, Marquette Chevy Dealers Advertising Association ("Sponsor"), EventLink LLC ("Administrator"), Jack Morton Worldwide, Agency 720, and their respective subsidiaries, affiliates, limited liability companies, suppliers, attorneys, distributors, advertising/promotion agencies, attorneys, and prize suppliers, and each of their respective parent companies and each such company's officers, shareholders, directors, members, employees, licensors, dealerships, and agents, (collectively the "Released Parties"), from any and all liability for any claims, costs, injuries, losses, or damages, of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; (b) Entrants, agree that Released Parties will have no liability whatsoever, and shall be held harmless by Entrants against any liability, for any injuries, losses or damages of any kind, including, but not limited to, death or destruction of property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the Prize (including any travel or activity associated thereto) or participation in this Contest; and (c) acknowledge that said Released Parties have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to a prize, including, but not limited to, the prize quality or availability.

**LIMITATIONS OF LIABILITY:** Neither Released Parties nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage related to or resulting from participation in this Contest. Neither Released Parties nor any service providers are responsible for typographical or other error in the printing of Contest materials, the administration of the Contest, or the announcement of the prize winner, including any such error as may give an erroneous indication that a prize has been won. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE CONTEST, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**GENERAL CONDITIONS:** Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Contest is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, Sponsor and/or Administrator reserve the right, at their sole discretion, to disqualify any suspect Entry or Entrant and to cancel, terminate, modify, or suspend, the Contest and randomly select the winner from valid entries received prior to action taken, or otherwise as may be deemed fair and equitable by the Sponsor in their sole discretion. In the event Sponsor or Administrator is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is undermined by any event including, but not limited to, fire, flood, epidemic, pandemic, public health crisis (e.g. COVID-19), earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, or by other cause not reasonably within Sponsor's control (each a "Force Majeure" event), Sponsor and/or Administrator shall have the right, in their discretion, to abbreviate, modify, suspend, cancel, or terminate the Contest without further obligation. If Sponsor or Administrator, in their sole discretion, elects to abbreviate the Contest as a result of a Force Majeure event, Sponsor and/or Administrator reserves the right, to award prizes from among all the eligible entries received up to the date of such Force Majeure event. Sponsor and Administrator also reserve the right, in their sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised, without liability to any entrant. In the event of any cancellation, termination or suspension, notice thereof will be posted at <https://www.go2eventlink.com/rules/>. Entries not complying with all rules are subject to disqualification. Administrator reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. If any provision(s) of these Official Rules is held invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION:** Participants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Contest or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal, state and local courts for Marquette County, Michigan; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Michigan.

**WINNER'S NAME:** The name of the Prize winners will be available after July 10, 2022 and may be obtained by sending a self-addressed stamped envelope to: Winner's Name, THE 2022 MILITARY HERO OF THE MONTH CONTEST-MARQUETTE c/o EventLink, 100 W. 22<sup>nd</sup> St., Suite 134, Lombard, IL 60148, for receipt no later than August 30, 2022.

**ENTRANT'S PERSONAL INFORMATION:** Any personally identifiable information collected during a participant's participation in this Giveaway will be collected by Administrator in accordance with its privacy policy (<http://go2eventlink.com/privacy-policy/>) and used by Sponsor, its affiliates, agents and marketers for purposes of the proper administration and fulfillment of the Giveaway as described in these Official Rules and in accordance with Sponsor's Privacy Statement located at (<https://www.gm.com/privacy-statement.html>). By entering the Giveaway, you agree to all of the terms and conditions of the Sponsor's Privacy Statement.

**SPONSOR:** Marquette Chevy Dealers Advertising Association, 2653 US Highway 41 W, Marquette, MI 49855.

**ADMINISTRATOR:** EventLink LLC, 100 W. 22<sup>nd</sup> St., Suite 134, Lombard, IL 60148.