

**Performance Chrysler Jeep Dodge Ram Centerville  
Everyday Heroes**

Prize: 2019 Jeep Wrangler Unlimited

NO PURCHASE NECESSARY. PURCHASE WILL NOT IMPROVE CHANCES OF WINNING AND YOU DO NOT HAVE TO SUBMIT TO A SALES PRESENTATION. VOID WHERE PROHIBITED BY LAW, RULE, OR REGULATION.

**1. Eligibility**

The Everyday Heroes Giveaway (“Giveaway”) is only open to legal U.S. residents who reside in Champaign County, Clark County, Greene County, Madison County, Miami County, Montgomery County and Warren County, Ohio; are current or former Military Service Members with Honorable Discharge or First Responders (police, fire, paramedic, emergency medical technicians); and are at least eighteen (18) years of age or older (“Nominee”). Officers, directors and employees of Performance Chrysler Jeep Dodge Ram Centerville, 95 Loop Road, Dayton, Ohio 45459 or Performance Jeep Centerville 6950 Loop Road, Dayton, Ohio 45459 (“Performance”), its parent, subsidiaries, and affiliated companies, distributors, sales representatives, advertising and promotion agencies and each of such persons’ immediate family members and/or those living in the same household of such persons, are ineligible to participate in the Giveaway. Game is void where prohibited by law.

**2. Sponsor**

The Giveaway is sponsored by Performance Chrysler Jeep Dodge Ram Centerville, 95 Loop Road, Dayton, Ohio 45459 and Performance Jeep Centerville 6950 Loop Road, Dayton, Ohio 45459 (“Sponsor”).

**3. Agreement to Official Rules**

Participation in the Giveaway constitutes entrants full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Entrant will notify Nominee of the nomination and has obtained Nominee’s consent to these Official Rules and to which Nominee agrees to and accepts the terms and conditions of these Official Rules. Winning the Prize is contingent upon being compliant with these Official Rules and fulfilling all other requirements set forth therein.

**4. Giveaway Period**

The Giveaway begins on June 15, 2019, at or about 8:00AM and ends on December 1, 2019 at 9:00PM (the Giveaway Period). Nominations submitted before or after the Giveaway Period will be disqualified. Submissions will be accepted for the duration of the Giveaway using any of the methods noted in Section

**5. Below.**

**5. How to Nominate**

To nominate a Nominee for the Giveaway (“Nomination”), visit Performance Chrysler Jeep Dodge Ram Centerville or Performance Jeep Centerville (Participating Dealers) during the Giveaway Period and take a test drive in a new or used vehicle. A Performance salesperson must accompany you on the test drive. Once the test drive is completed, you must complete the Nomination form which can be found at the dealership. Limit one Nomination per person for the duration of the Giveaway Period. The Nomination must be an individual that is a current or former Military Service Member with Honorable Discharge or First Responder (police, fire, paramedic, emergency medical technicians). Nominations received from any person in excess of the stated limitation will be void. All Nominations become the property of the Sponsor and will not be acknowledged or returned.

## 6. Prize and Odds

Odds of winning the Prize depend on the number of eligible Nominations received.

## 7. Prize Winner Selection and Notification

The nominations received during the Giveaway Period will be put in a drawing and one name will be drawn by an employee of Performance. The drawing will take place Saturday, January 4, 2020, and will be open to the public. Potential winner(s) will be required to verify their address and execute and return an affidavit of eligibility, a liability release, and (where imposing such condition is legal) a publicity release, and other prize releases (collectively, the "Prize Claim Documents") covering eligibility, liability, advertising, publicity and media appearance issues. Prize will not be awarded until all such properly executed Prize Claim Documents are returned.

## 8. Prize

Prize Winner will receive: customized 2019 Jeep Wrangler MSRP \$39,420; from Performance Chrysler Jeep Dodge Ram Centerville. Winner is responsible for any sales tax, tag and title fees and any personal income taxes owed according to IRS rules and regulations. An IRS Form will be issued to the Prize Winner. Winners may waive their right to receive the prize. Prize is non-assignable and non-transferable. No substitutions allowed. Physical delivery of the Prize must be taken at Performance Jeep Centerville, 6950 Loop Road, Dayton, Ohio 45459. Prize winner will be required to provide a valid U.S. driver's license and proof of existing vehicle insurance coverage (comprehensive or liability) at time of delivery. Prize winner is required to comply with all applicable federal, state and local laws, rules and regulations, including but not limited to licensing and insurance requirements. Odds of winning Prize depend on the number of eligible Nominations received.

## 9. General Conditions

In the event that the operation, security, or administration of the Giveaway is impaired in any way for any reason, including, but not limited to fraud, or in the event the Giveaway is unable to run as planned for any other reason, as determined by Sponsor in its sole discretion, the Sponsor may, in its sole discretion, either (a) suspend the Giveaway to address the impairment and then resume the Giveaway in a manner the best conforms to the spirit of these Official Rules or (b) terminate the Giveaway. In the event of termination, Sponsor may award the prize at random from among the eligible, non-suspect Nominations received up to the time of the impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the Nomination process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt be made, the Sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the Sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## 10. Release and Limitations of Liability

By participating in the Giveaway, entrants and Nominees agree to release and hold harmless the Sponsor, and each of their respective parents, subsidiaries, affiliates, advertising and promotion agencies, other companies associated with the Giveaway, and each of their respective officers, directors, employees, shareholders, representatives and agents (the Released Parties) from and against any claim or cause of action arising out of participation in the Giveaway, including but not limited to any claim or cause of action by a respective Nominee, or receipt or use of the prize (including any travel or activity related thereto) Nominee further agrees that in any cause of action, the Released Parties liability will be limited to the cost of entering and participating in the Giveaway, and in no event shall the entrant or Nominee be entitled to receive attorney's fees. Released Parties are also not responsible for any incorrect or inaccurate information in the Giveaway. Entrant and Nominee waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

#### 11. Disputes

Except where prohibited, each entrant and Nominee agrees that any and all disputes, claims, and causes of action arising out of, or connected with, the Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Ohio. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights, and obligations, or the rights and obligations of the Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Ohio.

#### 12. Privacy

Entrants and Nominees agree that personal data submitted with an nomination, including name, mailing address, phone number, and email address of Nominee may be collected, processed, stored and otherwise used by Performance and its affiliates for the purposes of conducting and administering the Giveaway. Performance will protect personal data to the fullest extent allowed by law; however personal data may be subject to release under applicable public information laws. Performance shall have no liability for release of personal information. By entering the Giveaway, Entrants and Nominees agree to the transmission, processing, disclosing and storage of this personal data by Performance and its affiliates. All personal information that is collected from the Entrant or Nominee is subject to Performance applicable privacy policies. Personal data collect from Giveaway Nominations will not be shared with Facebook or other third parties.

#### 13. Winner List

To request the name of the winner, send a self-addressed, stamped envelope to Performance Chrysler Jeep Dodge Ram Centerville, 95 Loop Road, Dayton, Ohio 45459.

#### 14. Publicity

By entering the Giveaway, Entrants and Nominees agree to participate in any media or promotional activity resulting from the Giveaway as reasonably requested by Performance and agree and consent to use of your name and/or likeness by Performance. Performance will contact Entrants and Nominees in advance of any sponsored media request for interviews. The pictures may also be used for press and media purposes and Entrant and Nominees agree to waive any rights and not assert any intellectual property rights that Entrant or Nominee has or may have in the nomination. Performance reserves the right to publish the name and likeness of the Nominee on the Giveaway Site or through other media for publicity purposes.