

2020/2021 Hagerty Dream Drive Official Rules

Eligibility

The promotion is open to the public, limited to U.S. Citizens who are of the age 25 or older and hold a valid driver's license. Winner's guest must be 18 years of age or older. By entering this promotion, participants agree to abide by all terms of these Official Rules. Participants will be automatically disqualified for any failure to conform to these Official Rules. This promotion is subject to all applicable local, state, and federal laws and regulations and is void wherever prohibited or restricted by law. Employees of Hagerty and their immediate families, and any affiliates or partners of Hagerty are not eligible to win.

Sponsor

Hagerty DriveShare, LLC ("DriveShare"), 121 Drivers Edge, Traverse City, MI 49684.

Timing

The Promotion will begin on March 5, 2020, at 8:00 a.m. Eastern Standard Time ("EST") and will end on February 28, 2022, at 8:00 p.m. EST (the "Contest Promotion Period").

GRAND Prize

There will be one (1) Grand Prize package awarded at the end of the Contest Promotion Period. The Grand Prize package includes a road trip package for one (1) Winner plus one (1) guest beginning in San Francisco and ending in Los Angeles, California (dates to be scheduled between the Sponsor and the winner 60 days in advance with trip scheduled for completion by January 31, 2023). Blackout dates apply, including Thanksgiving, Christmas, New Year's Eve and Easter.

Prize includes:

- a. Air transportation from a major airport near winner's home (determined by Sponsor in its sole discretion) to San Francisco, CA, as well as return airfare travel back from Los Angeles to the major airport near winner's home (determined by Sponsor in its sole discretion);
- b. Four (4) days', three (3) nights' road trip package including use of the Factory Five Daytona Coupe from the Dream Drive promotion (or alternative vehicle as dictated by winner's driving comfort and skill level with a manual transmission vehicle which may be evaluated by Sponsor prior to departure);
- c. Single room, double occupancy accommodations at a hotel determined by Sponsor in its sole discretion
- d. A per diem of \$60.00 (sixty dollars) per person for four (4) days;
- e. Total value estimated at up to \$4,999.

Winner is responsible for ground transportation to and from the airports, tips and gratuities, and all other expenses not specifically set forth herein. Total approximate value of each Grand Prize package is \$4,999 (Four Thousand Nine Hundred Ninety-Nine dollars) per couple. Winner is responsible for all federal, state, and local taxes and may be required to fill out a W-9 Form (or other applicable tax reporting form).

The winner of the Grand Prize package will be contacted within ten (10) business days via email after the Contest Promotion Period ends. That winner has five (5) business days to respond to Hagerty and provide evidence of eligibility and accept the prize. Should the 1st winner selected fail to provide evidence of eligibility and/or communicate acceptance of the Grand Prize, a new winner will be selected and provided the same timeframe for response, and so on, until a winner meets eligibility requirements and accepts the Grand Prize.

How to Win THE Grand Prize Package

Participants may enter to win the Grand Prize by using their camera phone to scan a QR code affixed to the Hagerty DriveShare Factory Five Daytona Coupe at car shows and events taking place during the Promotional Period. Upon scanning this code with a camera phone, participants will be taken to a landing page and must submit a response to the question "Where is your Dream Drive?"; OR, by visiting DriveShare.com/DreamDrive directly to submit a response to the question "Where is your Dream Drive?"; OR, by submitting a 3 x 5 inch post card to HAGERTY DREAM DRIVE PROMOTION, ATTN: Tara Hurlin, with the entrant's name, response to the question "Where is your Dream Drive?", address, phone number, and email address to PO Box 1303, Traverse City, MI 49684. Responses that do not include a location of a real place and those which contain profane language will be disqualified.

In order to accept the Grand Prize road trip package, including operation of a Hagerty DriveShare vehicle, the winner selected must meet minimum driver requirements outlined on www.driveshare.com. These restrictions require DriveShare vehicle operators to be at least age 25 with a valid driver's license and submit to review and approval of driving history as indicated on their motor vehicle record (MVR). If the winner selected does not meet these requirements, an alternate Grand Prize will not be awarded, and a new winner shall be selected.

Only one entry may be submitted per Eligible Entrant, and only one Grand Prize will be awarded. Multiple entries will be disqualified.

NO PURCHASE NECESSARY TO ENTER NOR WIN.

Odds of Winning

Odds of winning the Grand Prize are dependent upon attendance at public events and participation in this promotion; estimated at approximately 1:5000.

Promotion Results

The names of the grand prize winners may be announced by email or on the Hagerty and DriveShare websites. Information about contest winners is also available by contacting DriveShare.

Requirements

By participating in this promotion, Participants agree to be bound by these rules.

General Terms and Conditions

Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied, by Sponsor. No prize substitutions or cash alternatives are available; except Sponsor reserves the right to substitute a prize of equal or greater value should the prize be unavailable. Sponsor reserves the right, in its sole discretion, to cancel or suspend this promotion should causes beyond Sponsor's control corrupt the administration, security, or proper play of the promotion. Decisions of Sponsor are final and binding in all matters, except as stated otherwise herein.

Limitations of Liability

DriveShare is not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, or by any of the equipment associated with or utilized in the promotion; (2) mechanical failures of any kind, including, but not limited to malfunctions, interruptions, or faulty equipment; (3) unauthorized human intervention in any part of the promotion; and (4) any error that may occur in the administration of the promotion, the processing of entries, the announcement of the prizes, or in any promotion-related materials. Entrants agree not to institute any claim against, and to release and hold harmless, Hagerty and its owners, officers, directors, employees, agents or representatives from any and all liability whatsoever for any injuries, losses, costs, taxes, expenses, emotional distress or damages of any kind, direct or indirect, arising from or in connection with participation in this promotion or the acceptance, use or misuse of any prize. Entrants also waive all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees and costs.

Disputes

Except where prohibited, participant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prize awarded, will be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Western District of Michigan or the appropriate Michigan State Court; (2) any and all claims, judgments, and awards will be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion (if any), but in no event does this include attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the promotion, will be governed by, and construed in accordance with, the laws of the 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 the State of Michigan.