

**METRO DETROIT BUICK GMC DEALERS
LOCAL MARKETING ASSOCIATION**

SWEEPSTAKES: 2021 SIERRA DURAMAX SWEEPSTAKES

DATES: November 20, 2020-January 31, 2021

Grand Prize Sweepstakes drawing: Finalists drawing will take place on February 8, 2021.

Grand Prize Ceremony shall take place at the Metro Detroit Buick GMC dealer designated by the Grand Prize Winner.

HOW TO ENTER: Through the designated online portal on the website of your favorite Metro Detroit Buick GMC Dealer

No purchase necessary to register.

WINNER SELECTION: Grand Prize Winner and the Consolation Prize winners will be selected by a random drawing from all eligible entries submitted during Sweepstakes period.

Grand Prize Finalists: Four (4) Grand Prize Finalists will be randomly selected from all the entries submitted through one of the Metro Detroit Buick GMC Dealers Local Marketing Association's ("LMA") designated on-line portals that can be found at one of the twenty-one Metro Detroit Buick GMC dealership websites. Grand Prize Finalist will have 24 hours from notification to respond and accept his/her spot in the Grand Prize Ceremony. If a finalist fails to respond, refuses to be a finalist, or fails to follow the sweepstakes rules then his/her chance of winning the Grand Prize or a Consolation Prize is automatically forfeited. Another randomly selected Grand Prize Finalist will then be chosen and have 24 hours from notification to respond. This process will continue until four (4) finalists accept the chance to win the Grand Prize.

PRIZES: One (1) Grand Prize: Grand Prize Winner shall receive a \$20,000.00 rebate ("REBATE") that must be applied to the purchase or lease of a new 2020 or 2021 Buick or GMC vehicle (the "Vehicle"). No other vehicles are eligible for the REBATE. Grand Prize Winner will also be allowed to choose whether he/she desires to lease or finance the purchase the Vehicle under the terms of a retail installment sale contract or lease agreement.

Three (3) Grand Prize Finalist consolation prizes: The other the Grand Prize Finalists that were not selected for the Grand Prize shall receive a \$250 Visa Gift Card ("Consolation Prize").

The Sierra Duramax Diesel that is used in any digital displays or any other graphics to promote the sweepstakes will not be the actual vehicle for which the REBATE may apply if Grand Prize Winner elects to purchase a Sierra Duramax Diesel.

SWEEPSTAKES RULES

- 1. Residency Restriction, Eligibility and Limitations.** Entrants and winners must be at least 18-years old, and a Michigan resident and live in one of the following counties: Wayne, Oakland, Macomb, Washtenaw, Livingston, St. Clair, Monroe, Lenawee, Lapeer, Genesee, Ingham, Jackson, Shiawassee, Hillsdale, Sanilac. Grand Prize Winner must have a valid Michigan driver license or identity card and social security number. Previous winners, employees of dealerships that comprise the LMA, its advertising agencies, vendors, 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(s), adoption, cohabitation or other family extension, and any other persons residing at the same household whether or not related. Grand Prize Winner must show proper identification.

No purchase is necessary to be eligible to win. Purchase of any product or service from a Metro Detroit Buck GMC Dealer will not increase your chance to win.

- 2. Publicity and Marketing.** Entrants, Grand Prize Finalists, and Grand Prize Winner grant the LMA exclusive permission to use his/her names, location, characters, photographs, voices, video and likenesses in connection with promotion of this and other sweepstakes or contests and waives any claims to royalty, right, or remuneration for such use. Entrants, Grand Prize Finalists, and Grand Prize Winner also grant permission to the LMA and /or its member dealerships to contact you from time to time, for market research purposes or to provide promotional messages (in the form of mail or email) about services and specials offered by the LMA or its member dealerships.
- 3. Odds of Winning.** Odds of winning are based on the number of entries received. Only official entries will be accepted.
- 4. Prize Release.** By participating, each entrant and winner waives any and all claims of liability or causes of action against the LMA, its members and their employees and agents, for any loss, which may occur from the conduct of, or participation in, the Sweepstakes, or from the use of any prize.
- 5. Taxes.** Any valuation of the prize awarded is based on available information provided to the LMA and the value of any prize awarded to a winner will be reported for tax purposes as required by law. Winner must provide all reasonable information requested by the LMA including, but not limited to name, address, driver's license or state identification number, telephone number and social security number. The winner is responsible for payment of all federal, state and local income taxes if applicable.

For purposes of the Sweepstakes, the REBATE has been designated as a rebate from a manufacturer of new vehicles and it cannot be subtracted from the VEHICLE'S purchase price when sales tax is computed.

6. **No Substitution.** The prize cannot be substituted for any other items by the Grand Prize Winner and there are no cash prize substitutions. The Grand Prize Winner cannot assign, sell or transfer the prize.
7. **Applicable Law.** This sweepstakes is subject to all applicable laws and regulations of the State of Michigan. The LMA is not responsible for typographical or other errors in the printing, offering or administration of the sweepstakes or in the announcement of the prize.
8. **Participation Release.** By entering, each entrant represents they are eligible and agree to be bound by these rules and the decisions of the LMA in all matters including, without limitation, eligibility of sweepstakes. LMA reserves the right to interpret the sweepstakes rules and any decision by the LMA regarding sweepstakes rules or eligibility is final. Each entrant and winner releases the LMA, its directors, officers, advertising representatives, agents from any and all liability for any injuries, losses or damages of any kind resulting from entrants entry into this sweepstakes or from acceptance, possession or use of the prize and waives any such claims. If for any reason the potential Grand Prize Winner is ineligible, unable or unwilling to take delivery of the Vehicle, then the potential Grand Prize Winner will be disqualified and forfeit the prize and an alternate Grand Prize Winner may be selected by the LMA in its sole discretion at random from among all remaining entries. In such event, the disqualified potential Grand Prize Winner will not be awarded any prize.
9. **Written Copies.** Written copies of these rules are available during normal business hours at the business offices of COLOMBO & COLOMBO, P.C. at 40701 Woodward Avenue, Bloomfield Hills, Michigan 48303, and by mail upon written request with a stamped self-addressed return envelope.
10. **Disqualification.** The LMA reserves the right to disqualify any entrant or winner and may refuse to award any prize to a person who is ineligible or has violated any rule, gained unfair advantage in participating in the sweepstakes, or obtained winner status using fraudulent means. The LMA will resolve any disputes, conflicting claims or ambiguities concerning the rules and its decision concerning such disputes shall be final. Failure to explicitly conform to all terms and conditions outlined herein will result in a claim denial.
11. **Prize, Location and Credit Eligibility.** Grand Prize Winner: Each entrant will provide his or her zip code and preferred Metro Detroit Buick GMC dealership upon entering this sweepstakes. The Grand Prize Winner of the REBATE will take possession of their prize at the BUICK GMC dealership they identify when they enter the Sweepstakes. Grand Prize Winner must present valid identification and be eligible to register, title and insure a vehicle under applicable Michigan law. The Grand Prize Winner will be required to appear at the dealership to complete paperwork required by law and take delivery of the Vehicle. The Grand Prize Winner will select a vehicle only from the chosen dealership's current inventory. If a similar vehicle with other interior/exterior color or equipment/options/add-ons is desired by the Grand Prize Winner, and not available at the designated dealership, the dealership will use its best efforts to accommodate the Grand Prize Winner's request. If the dealership is unable to do so within 7 business

days, the vehicle in inventory will be awarded. If the Grand Prize Winner rejects that vehicle, then an alternate Grand Prize Winner will be selected.

Grand Prize Winner will be required to complete and have a credit application approved by the lender designated by the LMA in order to be eligible to execute a lease or installment sale contract and take final delivery of the Vehicle. The LMA is not responsible if Grand Prize Winner is unable to secure credit to finance the acquisition of a vehicle under the terms of a lease or installment sale contract. If the Grand Prize Winner does not qualify for a lease or installment sale contract, the Grand Prize Winner will be offered a \$250.00 Visa Gift Card. The Grand Prize Winner acquisition and use of the Vehicle is subject to all terms and conditions of the lease agreement or installment sale contract of the lender designated by the LMA and the Grand Prize Winner will be obligated to comply with the terms of any lease or installment sale contract. The LMA will not provide and specifically disclaims any warranties for the Vehicle. Grand Prize Winner will be responsible for maintaining all insurance coverage required under the lease or installment sale contract and under applicable laws, and shall be responsible for any other taxes, including sales or income taxes, if any, costs, expenses, license, title and registration fees, liabilities and/or claims under the lease or installment sale contract. Vehicle will be delivered only by a member of the LMA.

- 12. Delivery Disclaimer.** The LMA disclaims all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by mail, email, courier, express, electronic transmission, or other delivery method.
- 13. Compliance with Law.** The conduct of this sweepstakes is governed by the applicable laws of the State of Michigan and the United States of America, which take precedence over any rule to the contrary herein. LMA shall follow the applicable laws for conducting sweepstakes.