

# Mills Automotive Group



## MILLS AUTOMOTIVE GROUP, INC. OFFICIAL SWEEPSTAKES RULES

VOID WHERE PROHIBITED OR WHERE SPONSOR IS UNABLE TO OBTAIN REGULATORY APPROVALS OR DETERMINES THAT ENTRANT IS INELIGIBLE.

1. Sponsor. These are the Official Rules (defined below) of the Mills Automotive Group, Inc.'s ("MAG") Sweepstakes ("Sweepstakes"). The Sponsor of the Sweepstakes is Mills Automotive Group, Inc., P.O. Box 727, Brainerd, MN 56401
2. Sweepstakes Period. The Sweepstakes begins 12:00 a.m. CST on 11 June 2022 and officially ends at 11:59 p.m. CST on 30 September 2022 ("Sweepstakes Period"). All entries must be submitted during the Sweepstakes Period to be eligible. This Sweepstakes is subject to these official rules ("Official Rules").
3. Prize. The prize is one (1) new vehicle 24 month one-pay lease ("Prize"). Winner will have the option to apply the Prize towards the lease of a new Ford, Buick, Toyota, Honda, Nissan, or Jeep vehicle. Actual vehicle prize choices may vary, and will be determined and based upon Manufacturer & Dealer availability at the time of drawing on or after Thursday 13 October, 2022. Prize is good for a lease value not to exceed \$15,000, based upon vehicle availability at time of virtual drawing. There is no alternative cash option if Winner elects not to proceed with the lease.
4. How To Enter. To enter the Sweepstakes, all entrants must visit <https://www.MillsContests.com>. The entrants must follow the link to the webpage and complete each required field in the webpage entry form, including acknowledging that the entrant has read the Official Rules and agrees to be bound by them, and is eligible to participate. The entrant's legal first and last name must match his/her name on the driver's license. In order to be valid, an entrant must provide all Required Entrant Information no later than 11:59 p.m. CST on 30 September 2022. In the event an Entrant fails to comply with any of the requirements contained in this Section 4 or that are otherwise provided for in these Official Rules, at the sole discretion of the Sponsor, such entrant may be disqualified from the Sweepstakes. Moreover, at the sole discretion of the Sponsor, all of that entrant's entries may be deemed null and void, not honored or acknowledged, and may be grounds for forfeiture of the Prize.

NO PURCHASE IS NECESSARY TO ENTER OR WIN THE SWEEPSTAKES.  
FURTHER, A PURCHASE (INCLUDING, WITHOUT LIMITATION, ANY PRODUCT,  
GOOD OR SERVICE SOLD BY THE SPONSOR) WILL NOT IMPROVE A  
PARTICIPANT'S CHANCES OF WINNING.

5. Drawings, Odds of Winning, and Winner Selection. There is only one (1) Prize and can only be one (1) Winner. The Sponsor will conduct a random drawing on or after Thursday 13 October 2022 via a Virtual event to select one (1) winner (“Winner”) from among all entries of the Sweepstakes received during the Sweepstakes Period. The element of chance is involved. The odds of being selected are determined by the number of eligible entries received during the Sweepstakes Period. A total of one (1) Prize will be awarded. The number of notices distributed is dependent upon the number of persons who view solicitations for this contest online and/or access the Sweepstakes website online.

6. Eligibility. Major restrictions may apply to the use, availability, or receipt of this Prize. This Sweepstakes is open to legal residents of the State of Minnesota only (“Eligible State”), who are at least eighteen (18) years of age at the time of entry, and hold a valid Minnesota driver’s license. Winner must qualify for approved credit to be deemed eligible for Prize.

The following individuals are not eligible for the Sweepstakes:

MAG Team Members and Team Members of all associated MAG Companies and businesses, including Radco Truck Accessories, are not eligible. The Team Member’s Spouse, and any immediate family members residing in the Team Member’s household, are not eligible.

Vendors, and vendor’s Team Members, involved with the design, production, execution, or distribution of the Sweepstakes are not eligible.

The Sponsor in its sole discretion may require any entrant and/or the Winner to complete and sign a notarized affidavit of eligibility and/or public release. If an entrant and/or Winner fails to comply with this requirement within three (3) business days of having been asked by Sponsor, Sponsor may in its sole discretion (i) invalidate some or all of the entrant’s entry in the Sweepstakes, and/or (ii) rescind the Prize. If the Prize is rescinded, another Winner will be randomly drawn from among all valid entries received during the Sweepstakes Period.

7. Notice to Winner and Verification. Winner will be announced at a virtual event to be held on or after Thursday 13 October 2022. This event will be recorded, and will be available online for at least 90 days following the virtual event. If the selected Winner is not viewing or participating in the virtual event, they will be contacted within three (3) business days by email or telephone. The Winner will be required to present a valid Minnesota driver’s license to the Sponsor, and complete an IRS Form W-9 within three (3) business days of being notified that he or she has been selected, with the nature and sufficiency of the identification being solely within the discretion of the Sponsor.

8. Claiming Prize. The Winner is responsible for taking delivery of the Prize at one of the Sponsor’s designated 5 dealerships located in Minnesota, based upon Prize brand/make selected. If Winner is unable to accept the Prize within ten (10) days, through no fault of MAG, MAG shall conduct a random drawing to select a new Winner from among all entries of the Sweepstakes received during the Sweepstakes Period. Winner is solely and fully responsible for any and all applicable federal, state, city local taxes (including income and withholding taxes), and related registration, titling, and

documentation fees on the value of the Prize. Winner will be issued an IRS 1099-MISC tax form for the retail value of the Prize.

9. Use of Disclosed Information. Information transmitted to the Sponsor will be treated as non-confidential and non-proprietary. Names and likenesses of the Winner may be used by the Sponsor for promotional purposes without compensation. Further, by entering the Sweepstakes, the entrant is granting the Sponsor permission to use his or her contact information to provide him or her with marketing or other informational materials related to the Sponsor.

10. Social Media Disclosure. This Sweepstakes may be advertised:

- a. on the Facebook pages of the Sponsor or another. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, Facebook or Meta. Entrants are providing their information to the Sponsor and not to Facebook or Meta.
- b. and/or administered through the Twitter accounts of the Sponsor or another. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Twitter.
- c. and/or administered through the Pinterest accounts of Sponsor or another. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Pinterest.
- d. and/or administered through the Instagram accounts of Sponsor or another. This Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with Instagram.

Entrants are providing their information to the Sponsor and not to Facebook, Twitter, Pinterest, and/or Instagram. The information an entrant provides will only be used by the Sponsor in accordance with these Official Rules. By entering, entrants provide a complete release of Facebook, Twitter, Pinterest, and/or Instagram from any and all responsibilities implied or provided by the Sponsor.

14. Miscellaneous.

- a. By entering, entrants unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final. The Sponsor reserves the right to disqualify any entrant or Winner who, in its sole suspicion, tampers with the entry process, violates these Official Rules, or acts in an offensive or disruptive manner.
- b. Sponsor reserves the right to alter these Official Rules during the Sweepstakes, including without limitation to improve the functioning of the Sweepstakes, provided that no changes will be made contrary to governing law.
- c. All applicable federal, state, city local taxes (including income and withholding taxes), and related registration, titling, and documentation fees on the value of the Prize are the sole responsibility of the Winner.
- d. The Sponsor and, as applicable, the Team Members, Officers, Directors, agents, and representatives of the Sponsor, are not responsible for and shall not be liable for: (i) late, lost, delayed, misdirected, incomplete, or unintelligible entries; (ii) any condition caused by events beyond the control of the Sponsor that may cause the Sweepstakes

to be disrupted or discontinued, including without limitation any disruption in the World Wide Web, Twitter, Facebook, Meta, Instagram, Pinterest; (iii) any injuries, losses, or damages resulting from acceptance, possession, or use of the Prize, or from participation in the Sweepstakes, including without limitation any such injuries, losses, or damages suffered by Winner in connection with receiving the Prize; (iv) any printing or typographical errors in any materials associated with the Sweepstakes, (v) any inability to enter or otherwise participate in the Sweepstakes that any entrant or prospective entrant may experience due to the functioning or non-functioning of any mobile device, tablet, and/or other computer, (vi) late, lost, delayed, or damaged delivery of the Prize, and/or (vii) any costs incurred by a Winner in traveling to and from MAG's store to claim the Prize.

e. Entrants and Winner agree that any dispute arising out of this Sweepstakes and/or these official rules shall be resolved individually without class action and exclusively by the state and federal courts located in Crow Wing County, Minnesota or Kandiyohi County, Minnesota (based upon the Prize pickup location), under the laws of MINNESOTA, without regard to any state's conflict of laws principles.

PARTICIPANTS FURTHER AGREE THAT (1) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES; AND (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT 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 FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

f. If any provision of these Official Rules is deemed to be invalid or unenforceable, in whole or in part, such provision will be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable and these Official Rules will be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.

g. **WAIVER OF LIABILITY AND AGREEMENT TO INDEMNIFY:** By submitting any entry, each entrant, his, her, or their heirs, successors and assigns (the "Entrant Party") thereby releases, forever discharges, and covenants not to make a claim against or sue the Sponsor, together with its parents, subsidiaries, affiliates, licensees, employees, officers, directors, representatives, successors, and assigns (the "Released Parties" or in the singular "Released Party"), of and from all manner of action or actions, cause or causes of action, at law or inequity, suits, claims, demands, liability, loss, cost, or expense, of any nature whatsoever, known or unknown, fixed or contingent, which Entrant Party may have or hereafter have against any Entrant Party by reason of any injuries or damages Entrant Party may sustain, whether to Entrant Party's person, property, reputation, or otherwise, as a result of, incident to, or related in any way to entry into the Sweepstakes, the Sweepstakes, any Prize, and/or the use, incorporation, or exploitation of the entry into the Sweepstakes for any purpose described herein. Entrant Party waives and foregoes the right to seek injunctive relief against any

Released Party relating in any way to the entry to entry into the Sweepstakes, the Sweepstakes, any Prize, and/or the use, incorporation, or exploitation of the entry into the Sweepstakes for any purpose described herein. Entrant Party agrees to indemnify and hold harmless the Released Parties from and against any liabilities, losses, claims, demands, costs (including, without limitation, reasonable attorneys' fees), and expenses arising in connection with any breach or alleged breach by Entrant Party of any representation made in the entry to the Sweepstakes or by virtue of submitting the entry to the Sweepstakes.

h. The Sponsor makes no warranties or representations concerning the goods and/or services of any third party.

i. To request a copy of the Official Rules and/or the name of the Winner, send a self-addressed envelope request to Mills Automotive Group, Inc., Attention: MFB/SLT, P.O. Box 727, Brainerd, MN 56401.

j. Any inquiries or questions regarding this Sweepstakes may be sent by regular mail to Mills Automotive Group, Inc., Attention: MFB/SLT, P.O. Box 727, Brainerd, MN 56401.

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