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Sweepstakes

OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

2. Eligibility. Subject to the additional restrictions below, the Autotrader National Dog Day Sweepstakes (the “Sweepstakes”) is open to legal residents of the fifty (50) United States and District of Columbia who are at least 18 years old at the time of entry and the age of majority in their jurisdictions of residence. Employees of Autotrader.com, Inc. (“Sponsor”), Cox Automotive, Inc., Cox Enterprises, Inc., MWW Group, HelloWorld, Inc., and each of its respective parent, affiliated companies, subsidiaries, and advertising and promotional agencies, and the family members of, and any persons domiciled with, any such employees, are not eligible to enter or to win. The term “family members” includes spouses, parents, grandparents, siblings, children, grandchildren and in-laws, regardless of where they live.

3. How to Enter. The Sweepstakes will begin on August 23, 2017 at 12:01 a.m. Eastern Standard Time (“EST”) and end on September 23, 2017 at 11:59 p.m. EST (the “Sweepstakes Period”). Sponsor will be the official timekeeper for the Sweepstakes. During the Sweepstakes Period, you may enter the Sweepstakes as follows:

Enter by visiting the official registration page, located at https://autotrader.promo.epprise.com/dogday during the Sweepstakes Period and register by completing all of the required information on the form (including your First Name, Last Name, Company, Email, Phone Number, State, and valid Home Address) and following all posted instructions. Valid Home Addresses shall exclude P.O. Boxes. Upon completing the steps in this paragraph, you will receive one (1) entry into the Sweepstakes.


Entries by means of software-generated or other automated processes will be disregarded. The use of multiple identities and/or accounts is prohibited, and any attempt to obtain more than the stated number of prizes will void that participant’s entries and may result in participant’s disqualification. Incomplete, forged, altered, automated, mechanically-reproduced, lost, late, misdirected, garbled or illegible entries will be disqualified. Sponsor will not be responsible for failure to receive entries due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender, Sponsor, or Sponsor’s Sweepstakes application service provider. In the event of a dispute, Sponsor will determine who submitted the disputed entry in its sole discretion.

All entries become property of Sponsor and none will be returned. Any questions shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons who submit false or misleading entry information or who Sponsor determines to be tampering with or abusing any aspect of the Sweepstakes.

4. Winner Selection and Odds

On or about September 25, 2017, Sponsor will select one thousand (1,000) potential winners via random drawings from among all eligible entries received during the Sweepstakes Period.

Odds of winning will vary depending on number of eligible entries received during the Sweepstakes Period.

5. Prize Description

Subject to verification of eligibility and compliance with these Official Rules, one thousand (1,000) winners will receive the following prize:

- One (1) “New Dog Smell” Auto Air Freshener, valued at $4
The total approximate retail value (“ARV”) of all Prizes awarded: $4,000

Limit: one (1) Prize per person

6. **Winner Notification**

The Potential winner will be notified within approximately five (5) days of the drawing date at the e-mail address provided by potential winner upon registration for this Sweepstakes.

In order to claim the Prize, potential winner must respond to Sponsor’s notification within forty-eight (48) hours of notice or attempted notice. Potential winner may be required to complete an affidavit of eligibility, tax form(s), and a liability and publicity release (except where prohibited by law), which may be notarized and returned within seven (7) days of notification.

Sponsor’s inability to reach a potential winner after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a Prize notification, the return of any Prize notification as undeliverable, and/or a potential winner’s failure to comply with any term or condition of these Official Rules may, in Sponsor’s sole discretion, result in the potential winner’s disqualification and the selection of a substitute winner by a random drawing from among all remaining eligible entries received during the Sweepstakes Period. Sponsor will conduct up to three (3) alternate drawings, after which the Prize will remain unawarded as permitted by law.

A PARTICIPANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL SPONSOR HAS COMPLETED ITS VERIFICATION OF PARTICIPANT’S ELIGIBILITY.

A winner may waive the right to receive a Prize. Prize is non-assignable and nontransferable and cannot be redeemed for cash. No substitutions allowed by winner. Prize and individual components of Prize package are subject to availability. Sponsor reserves the right to substitute Prize or components of Prize package with a prize or component of equal or greater value.

Winner is solely responsible for reporting and payment of any taxes on a Prize. Winner may be required to provide his/her valid Social Security Number to Sponsor for tax purposes and/or complete an IRS W-9 form in order to claim a Prize. Winner is solely responsible for all federal, state and local taxes on Prize value and, as applicable, will be issued an IRS Form 1099 based on the Prize value determined by Sponsor. Prize not won and claimed by an eligible winner in accordance with these Official Rules will not be awarded and will remain the property of Sponsor. Prize is subject to any restrictions imposed by the issuer, including expiration date, if any.

7. **Publicity.** Except where prohibited, acceptance of any prize constitutes the winner’s irrevocable consent to the publication or other use by Sponsor and its licensees of his or her name, biographical information, dealership name and address, and likeness in any and all media now or hereafter devised, including the Internet, worldwide in perpetuity, for any commercial, publicity or Sweepstakes-related purpose (“Advertising”), without notice, limitation, review or approval, or additional compensation. Potential winner will be announced on the Site as soon as they are selected and by entering this Sweepstakes, participants consent to such disclosure. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor or its licensees and winner hereby disclaims and waives any claim of right to such Advertising.

8. **Conduct.** By participating, participants agree to be bound by these Official Rules and the decisions of Sponsor and any sweepstakes administrators selected by Sponsor, which are final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify persons found tampering with or otherwise abusing any aspect of this Sweepstakes as solely determined by Sponsor. Sponsor reserves the right to cancel or modify the Sweepstakes for any reason, including, but not limited to, in the event the Sweepstakes is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness, integrity or proper operation of the Sweepstakes as determined by Sponsor, in its sole discretion. Should the Sweepstakes be terminated prior to the stated expiration date, Sponsor reserves the right to award Prize based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.
CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. **Release.** BY PARTICIPATING IN THE SWEEPSTAKES, EACH PARTICIPANT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS SPONSOR, COX ENTERPRISES, INC., COX AUTOMOTIVE, INC., MWW GROUP, HELLOWORLD, INC., AND THEIR RESPECTIVE PARENT, SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING/PROMOTION AGENCIES, AND PRIZE SUPPLIERS AND EACH SUCH COMPANY’S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE SWEEPSTAKES; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE SWEEPSTAKES OR ANY PRIZE.

10. **Limitations of Liability.** BY PARTICIPATING IN THE SWEEPSTAKES, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE SITE AND THE PRIZE(S), ARE PROVIDED “AS IS” AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE SWEEPSTAKES; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE SWEEPSTAKES; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT’S PARTICIPATION IN THE SWEEPSTAKES OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

PARTICIPANTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF RELEASED PARTIES OR ANY PART OF THE SWEEPSTAKES MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

PARTICIPANTS FURTHER AGREE THAT THE RELEASED PARTIES’ TOTAL LIABILITY TO ANY PARTICIPANT FOR CLAIMS ARISING FROM OR RELATED TO THIS SWEEPSTAKES IS LIMITED TO $500 (U.S. DOLLARS).

Only the number of Prizes stated in these Official Rules is available to be won in the Sweepstakes. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of Prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award the Prizes by a random drawing among all legitimate eligible Prize claims.
11. **Construction.** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any disputes arising in connection with this Sweepstakes will be governed by the laws of the United States and the internal laws of the state of Georgia; provided that any and all disputes, claims and causes of action arising out of or connected with the intellectual property of Disney shall be resolved individually, without resort to any form of class action, shall be governed and construed in accordance with the laws of the state of California and in the event of any dispute, all participants irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles, California to resolve such disputes.

13. Sponsor. Autotrader.com, Inc. The decisions of Sponsor regarding the selection of the winner and all other aspects of the Sweepstakes shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Sweepstakes. Winner’s details will be posted on the Site. For a copy of these Official Rules or Winner’s List, send a self-addressed, stamped envelope to “Winner’s List/Official Rules” (as applicable), Autotrader National Dog Day Sweepstakes, 3003 Summit Blvd., Suite 200, Atlanta, GA 30319. For questions regarding this Sweepstakes, contact Nichole Mrasek at Nichole.Mrasek@coxautoinc.com.