

## **2022 THE BID IS RIGHT SWEEPSTAKES OFFICIAL RULES**

### **NO PURCHASE NECESSARY TO ENTER OR WIN**

### **HOW TO ENTER AND WIN THE PRIZE**

Participants may enter to win the Prize by submitting their guess of the final price of the auction via the comments section on the bottom of the Hagerty Insider article located at [insider.hagerty.com](http://insider.hagerty.com). To make a comment on our site, Participants must provide their full name and email address. By providing your email address, you will receive the weekly *Insider* newsletter, and you can opt out at any time. Comments posted within other platforms are not eligible. The Participant with the closest guess without going over will win\*. Only one entry may be submitted per Eligible Entrant, and an Eligible Entrant may only win once. Multiple entries will be disqualified. If more than one entry is received for the same amount, the first comment posted with that winning amount will be determined as the winner.

\*Canadian Participant will be asked to answer a Skill Test Question and must respond with the correct answer to receive the Prize.

### **TIMING**

The Promotion will begin on Nov 04 2022 at 12:00 PM Eastern Time and will end on Nov 08 2022 at 04:54 PM Eastern Time (the "Promotion Period"). Entries received outside of this time will be void.

### **ELIGIBILITY**

The Promotion ("Promotion") is open to the Public, limited to US and Canadian Citizens, who are eighteen (18) years of age or older at the time of qualification (excluding Quebec). 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, provincial 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.

### **ODDS OF WINNING**

Odds of winning a Prize are dependent upon participation in this Promotion and Eligible Entries received.

### **DRAWINGS AND PRIZES**

There will be one (1) winner who shall receive \$500.00 at the end of the Promotion Period.

Prize winner will be contacted within fifteen (15) business days via email after the Contest Promotion Period ends. Winner has five (5) business days to respond to Hagerty and provide evidence of eligibility and accept the prize. Should the winner selected fail to provide evidence of eligibility and/or communicate acceptance of the Prize, a new winner will be selected and provided the same timeframe for response, and so on, until winner meets eligibility requirements and accepts the Prize. Prize will be delivered in the form of a check via postal mail or ACH payment.

### **PROMOTION RESULTS**

The first name and last initial of the Prize winner will be announced on the Hagerty Insider website. Information about contest winners is also available by contacting Hagerty.

### **REQUIREMENTS**

By participating in this Promotion, Participants agree to be bound by these Official Rules. In order to be declared a winner and claim a prize, the selected participant must be eligible according to these Official Rules, respond to the Sponsor or its representatives without delay once contacted. Participant will respond to accept the Prize within five (5) business days.

There is one (1) Promotion Period ("Promotion Period") within the overall Contest. Participant must comply with the foregoing and comply with the time periods (if any) required by the Sponsor in relation to the above. If a selected participant does not comply with these Official Rules, he/she will be disqualified and will forfeit the Prize and the Sponsor can, at its sole and absolute discretion, select another participant in accordance with these Official Rules.

### **GENERAL TERMS AND CONDITIONS**

Award is provided "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 an award of equal or greater value, should the award be unavailable. By accepting the aforementioned award, the recipient consents to the use of the recipient's name, voice, portrait, picture, statement, or likeness for advertising and publicity purposes without additional compensation, except where prohibited by law. 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.

### **TAXES**

Sponsors of Promotion Games of Chance offering and awarding prizes valued at or more should be aware that they are responsible to obtain a signed, legible copy of an IRS form W-9 from every winner that they issue a prize to. This means that any eligible entrant who has been verified as a prize Winner you issue a prize of or more to, will need to fill out a W-9 form for you to keep on record, regardless of the number of times in the course of a tax year the same person wins a prize. In addition, if one person wins multiple lower valued prizes within the same year, which when added together total or more, they too will be required to complete a form W-9. It is not necessary to send the actual or copy of the W-9 to the IRS; however, the information contained thereon will be used by the Sponsor to complete an informational report for the IRS, such as a 1099-MISC form for each appropriate Winner.

### **PUBLICITY RELEASE**

Upon submission, entrants grant to Hagerty a royalty-free license to use, retain, and publish their first name and last initial and submission (and any portion thereof) in print and any other media (including social media) for any reason (including, but not limited to advertising, promotions, development, or education-related purposes) so long as the videos are credited to the name of the entrant.

### **PRIVACY**

Hagerty will not distribute, disclose, or sell any personal information provided in connection with the program to third parties, aside from any personal information as may be required by law.

### **LIMITATIONS OF LIABILITY**

Hagerty 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. Participating members 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 the Promotion or the acceptance, use, or misuse of any award and/or the participation in, or the travel to and from and attendance at any award-related activity. Participants 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 in connection 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 legal 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 and Regulations, 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.

**TRADEMARKS**

Any trademarks used in this promotion are the property of the respective trademark owners and are used for identification purposes only.

**SPONSOR AND PRIZE PROVIDER**

Hagerty Media Properties, LLC (“Hagerty” or “Sponsor”), 121 Drivers Edge, Traverse City, MI 49684

*Hagerty Marketplace offers both classifieds and auctions. Classified listings are a benefit provided to members of Hagerty Drivers Club, a non-insurance subsidiary of The Hagerty Group, LLC. Hagerty is not a licensed vehicle broker and does not take a commission on classified purchase transactions that are facilitated directly between buyers and sellers on the Marketplace platform. Auction listings are hosted on Hagerty Marketplace, and auction purchase transactions between buyers and sellers are facilitated by Broad Arrow Private Sales, LLC, dba Hagerty Marketplace, a Michigan-licensed vehicle broker and non-insurance subsidiary of The Hagerty Group, LLC. For additional information and the complete Marketplace terms of use, visit [hagerty.com/marketplace](https://www.hagerty.com/marketplace).*