

# THE GREAT ROAD TRIP GIVEAWAY

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**GIVEAWAY ENTRY PERIOD:** The Great Road Trip Giveaway (the "Giveaway") begins on Wednesday, April 25, 2018 and ends on Wednesday, September 5, 2018 (the "Giveaway Period").

**ELIGIBILITY:** The Giveaway is open to legal residents of the 50 United States (excluding New York and Florida), including the District of Columbia, who are age 21 or older at the time of entry. Void in Florida, New York, Puerto Rico, Guam, the U.S. Virgin Islands, outside the U.S., and wherever else prohibited by law. Employees of Ackerman McQueen (the "Sponsor"), US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator"), the Chickasaw Nation, and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Giveaway is subject to all applicable federal, state and local laws and regulations.

**HOW TO ENTER:** There are two (2) ways to enter.

**Method #1: Punch Card Entry.** During the Giveaway Period, obtain a Great Road Trip Getaway punch card (the "Punch Card") by visiting one of the twenty (20) participating partners (each, a "Participating Partner"), visit each of the Participating Partners as listed on page 6 in Appendix A: Participating Partner Chart to receive one (1) hole punch on the Punch Card for each Participating Partner, and complete the entry form on the Punch Card including your first name, last name, email address and home zip code. After all twenty (20) Punch Card hole punches have been received, mail your completed Punch Card to: **The Great Road Trip Giveaway, Post Office Box 5592, Ellenton, FL 34222** to receive one (1) entry into the Giveaway (the "Punch Card Entry"). **Punch Card Entries must be mailed separately and must be postmarked between Wednesday, April 25, 2018 and Wednesday, September 5, 2018, and received by Wednesday, September 13, 2018.** Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at [https://www.adventureroad.com/media/2411/adventureroad\\_termsofuseandprivacypolicy.pdf](https://www.adventureroad.com/media/2411/adventureroad_termsofuseandprivacypolicy.pdf).

To request a Punch Card by mail, visit [www.adventureroad.com/giveaways/great-road-trip-giveaway](http://www.adventureroad.com/giveaways/great-road-trip-giveaway) and complete the form in its entirety. The last date to submit an online request to receive a Punch Card by mail is Wednesday, August 22, 2018. Requested Punch Cards will be mailed within three (3) business days of the date of request.

**Method #2: Alternate Method of Entry ("AMOE") / Mail-in Entry.** To enter without completing a Punch Card, mail a postcard (the "Mail-In Entry"), including your name, complete address, email address and phone number to the following address to receive one (1) entry into the Giveaway:

**The Great Road Trip Giveaway**, 625 Panorama Trail, Suite 2100, Rochester, NY 14625-2437. **Each Mail-In Entry must be mailed separately and must be postmarked between Wednesday, April 25, 2018 and Wednesday, September 5, 2018, and received by Wednesday, September 13, 2018.** Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

**Limit: One (1) Entry per person during the Giveaway Period regardless of method of entry.** All entries become the property of the Sponsor and will not be acknowledged or returned.

**PRIZE/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:**

**Grand Prize:** There is one (1) Grand Prize available to be won. Grand Prize is one (1) vehicle of winners' choice, up to a maximum of \$75,000. Winner will be responsible for coordinating with a car dealership of his/her choice, subject to Sponsor approval. Winner will be responsible for any and all costs associated with the collection and use of the vehicle, including but not limited to, optional equipment and any other costs over the stated maximum of \$75,000, freight and dealer prep, title, license, insurance, registration fees, applicable taxes and any travel and transportation costs associated with collecting the vehicle. All other costs not specifically stated herein are the responsibility of the winner. Winner must have proof of a valid U.S. driver's license from his or her State or place of residence in the United States and must have proof of insurance to dealership satisfaction to take delivery of vehicle. Winner is subject to any additional terms or conditions of purchase for the selected dealership. Noncompliance may result in forfeiture of prize.

Winner will have the option to select a \$45,000 cash alternative in lieu of vehicle.

**The maximum ARV of Grand Prize: \$75,000.**

**The total maximum ARV of all prizes available to be won: \$75,000.**

Odds of winning will depend upon the total number of eligible entries received.

**RANDOM DRAWING:** The winner will be selected in a random drawing on or about **Friday, September 21, 2018** from among all eligible entries received during the Giveaway Period by the Sweepstakes Administrator, an independent representative of the Sponsor whose decisions are final.

**WINNER NOTIFICATION & VERIFICATION:** Potential Grand Prize winner will be notified via email and/or phone, and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. Winner must select vehicle and complete all dealership requirements within 30 days of winner verification and provide vehicle purchase documents to Sponsor for payment to dealership within 45 days of winner verification.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. Only four (4) alternate winners may be determined through this process, after which the prize may remain un-awarded.

**PRIZE CONDITIONS:** Prize is not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of tax forms as required by law. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

**GENERAL:** Although subsequent attempts to enter during the Giveaway Period may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Giveaway, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Giveaway or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet

or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Giveaway. By participating in the Giveaway, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Giveaway. Failure to comply with these official rules may result in disqualification from the Giveaway. Sponsor reserves the right to: (i) permanently disqualify from any Giveaway it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Giveaway). If for any reason this Giveaway is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Giveaway, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Giveaway, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Giveaway termination.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE GIVEAWAY, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Giveaway will be governed by and construed in accordance with the internal laws of the State of Oklahoma, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE GIVEAWAY, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE GIVEAWAY, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Oklahoma County, Oklahoma and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Giveaway shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Oklahoma County, Oklahoma. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Oklahoma County, Oklahoma. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

**PRIVACY:** By entering and providing the required entry information, entrants acknowledge that Sponsor may also send information, samples or special offers it believes may be of interest to entrant, or other information or goods offered by its marketing partners. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at [https://www.adventureroad.com/media/2411/adventureroad\\_termsofuseandprivacypolicy.pdf](https://www.adventureroad.com/media/2411/adventureroad_termsofuseandprivacypolicy.pdf).

**OFFICIAL RULES REQUEST:** To request a copy of the Official Rules, see [www.adventureroad.com/giveaways/great-road-trip-giveaway](http://www.adventureroad.com/giveaways/great-road-trip-giveaway) or send a self-addressed, stamped envelope by September 21, 2018, to: **The Great Road Trip Giveaway Official Rules Request**, PO Box 25466, Rochester, NY 14625-0466.

**WINNER CONFIRMATION REQUEST:** For a written confirmation of the winner (available after September 21, 2018), send a stamped, self-addressed envelope (no later than October 19, 2018), to: **The Great Road Trip Giveaway Winner Confirmation Request**, PO Box 25466, Rochester, NY 14625-0466.

**SPONSOR:** Ackerman McQueen, 1601 Northwest Expressway, Suite 1100, Oklahoma City, OK 73118.

**Void in FL, NY, outside the US, in Puerto Rico, Guam, the U.S. Virgin Islands and wherever else prohibited by law.**

**Appendix A: Participating Partner Chart**

	<b>Location</b>	<b>Address</b>
1	<b>POPS</b> (Arcadia location)	660 West Highway 66 Arcadia, OK 73007
2	<b>Climb UP</b> (OKC location)	200 Southeast 4th Street Oklahoma City, OK 73129
3	<b>Wheeler Ferris Wheel</b>	1701 South Western Avenue Oklahoma City, OK 73109
4	<b>RIVERSPORT Rapids &amp; Adventures</b> (Boathouse District location)	800 RIVERSPORT Drive Oklahoma City, OK 73129
5	<b>Oklahoma City Zoo</b>	2000 Remington Place Oklahoma City, OK 73111
6	<b>Oklahoma City National Memorial &amp; Museum</b>	620 North Harvey Avenue Oklahoma City, OK 73102
7	<b>Oklahoma City Museum of Art</b>	415 Couch Drive Oklahoma City, OK 73102
8	<b>National Cowboy &amp; Western Heritage Museum</b>	1700 Northeast 63rd Street Oklahoma City, OK 73111
9	<b>Myriad Botanical Gardens</b>	301 West Reno Avenue Oklahoma City, OK 73102
10	<b>Sam Noble Oklahoma Museum of Natural History</b>	2401 Chautauqua Avenue Norman, OK 73072
11	<b>Chickasaw Travel Stop</b> (Paoli location)	Highway 145 & I-35, Exit 79 Paoli, OK 73074
12	<b>Toy &amp; Action Figure Museum</b>	111 South Chickasaw Street Pauls Valley, OK 73075
13	<b>Sweet Swirlz</b>	6 West Muskogee Avenue Sulphur, OK 73086
14	<b>Chickasaw Cultural Center</b>	867 Cooper Memorial Drive Sulphur, OK 73086
15	<b>Arbuckle Mountain Fried Pies</b>	4145 U.S. 77 Davis, OK 73030
16	<b>Bedré Fine Chocolate</b>	37 North Colbert Road Davis, OK 73030
17	<b>Lake Murray Lodge</b>	3323 Lodge Road Ardmore, OK 73401
18	<b>Chisholm Trail Heritage Center &amp; Garis Gallery of the American West</b>	1000 Chisholm Trail Parkway Duncan, OK 73533
19	<b>Chickasaw Travel Stop</b> (Thackerville location)	22983 Brown Springs Road Thackerville, OK 73459
20	<b>777 Zip</b>	Highway 77 South Davis, OK 73030*

\*Please note: GPS will not work for the address assigned to this location. Traveling south on I-35, take Exit #51, turn right at stop sign and go 2 miles. Traveling north on I-35 take Exit #47, turn left at stop sign and go 2 miles.