

## **Continental Tire 4th Quarter 2024 CRM Monthly Sweepstakes - Official Rules ("Official Rules")**

**NO PURCHASE, PAYMENT, PROOF OF PURCHASE OR ENTRY FEE OF ANY KIND IS NECESSARY TO ENTER, AND ENTRY TO THE SWEEPSTAKES IS FREE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES TO WIN. ENTRY OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER ON DATE OF ENTRY (19 YEARS OLD IF A RESIDENT OF AL OR NE; 21 YEARS OLD IF A RESIDENT OF MS). VOID WHERE PROHIBITED.**

**No purchase necessary to enter or win.** The sponsor of this giveaway is Continental Tire the Americas, LLC ("Sponsor").

### **ELIGIBILITY:**

The Continental Tire 4th Quarter 2024 CRM Monthly Sweepstakes (the "Sweepstakes") is open to legal residents of U.S. or D.C. who are at least eighteen (18) years of age (nineteen (19) years old if a resident of AL or NE; twenty-one (21) years old if a resident of MS) as of the last day of the Sweepstakes Period. Employees of Sponsor and any related subsidiaries and affiliated companies, and each of their immediate family members (e.g. spouse, parents, children, siblings, and their respective spouses regardless where they live) and individuals living in the same households of the above, whether or not related, are not eligible to enter or win a prize. Each entrant by participating in this Sweepstakes agrees to be bound by these Official Rules and the Sponsor's decisions. Eligibility will be determined by Sponsor in its sole discretion. Void in Puerto Rico, the U.S. Virgin Islands, and anywhere outside of the U.S. and where prohibited by law.

### **SWEEPSTAKES PERIOD:**

The Sweepstakes begins on October 1, 2024 at 7:01 AM (EST) and ends on December 31, 2024 at 11:59 PM (EST), (the "Sweepstakes Period") while supplies last. All times are recorded as Local Time.

### **HOW TO ENTER THE SWEEPSTAKES:**

Each month during the Sweepstakes Period, participants may enter by (1) going to the Sweepstake entry page at <https://continentaltire.ac-page.com/registration-page>, and (2) completing and submitting all information requested (each an "Entry" and collectively the "Entries"). Limit one (1) Entry per e-mail address, per month. All qualified entries submitted during the Sweepstakes Period will be eligible for the Prize for the calendar month in which their entry was received. Qualifying entries will not be carried forward to the following months drawing during the Sweepstakes period. Entrants will need to submit another entry during the applicable calendar month to be eligible for future drawings during the Sweepstakes Period. There is no charge for entering.

### **PRIZE OFFERING:**

A total of One (1) prize will be awarded for each drawing. Each Prize shall consist of one (1) set of four (4) Continental Tire branded passenger or light truck tires (ARV \$1,200.00).

The prize is non-transferable and must be accepted as awarded. No cash or other substitution may be made. The winner is solely responsible for the following in relation to the prize awarded: (a) any and all applicable taxes; and (b) any and all applicable fees and expenses that are not specifically set forth herein as included with the prize. Sponsor is awarding the prize on an "AS-IS" basis without warranty, guaranty or representation of any kind express or implied, including without limitation any implied warranty of merchantability, fitness for a particular purpose and usability by the winner. Any photographs of the Prize package in promotional materials are for illustrative purposes only. Actual details and components of the Prizes awarded may differ from the Prize being advertised. Federal, state, and local taxes, and any expenses relating to the acceptance and use of the Prize not otherwise specified herein, are the responsibility of the prize winner.

Total approximate retail value of all prizes is \$3,600.00.

### **RANDOM DRAWING:**

On the dates listed in the schedule of drawings below at approximately 9:00 a.m. ET, the Prize winner will be selected by random drawing from all eligible entries received during the applicable calendar month. The random drawing time is subject to change at Sponsor's sole discretion if for any unforeseen reason the drawing cannot be conducted as planned. The drawing will be conducted by a representative of the Sponsor, whose decisions on all matters related to the Sweepstakes shall be final and binding. A participant selected as the Sweepstakes winner must comply with all terms and conditions set forth in these Official Rules; and winning is contingent upon fulfilling all such requirements.

### **Schedule of Drawings**

October drawing – November 4, 2024

November drawing – December 9, 2024

December drawing – January 6, 2024

### **NOTIFICATION:**

The potential Sweepstakes winner (the "Selected Entrant") will be notified (the "Notification") by an email or other method (at the discretion of Sponsor) within approximately two (2) weeks of the above-mentioned random drawing date, as applicable. Within three (3) days of the Notification, a Selected Entrant must confirm receipt of the Notification, accept the Prize and complete/provide any documentation required by Sponsor. Where lawful, all information requested of a Selected Entrant by the Sponsor must be accurately and legibly provided. Please note that additional documents may be required at the discretion of Sponsor. Failure to comply with the requirements of this paragraph (or the return of the Prize or any Notification as non-deliverable) may result in disqualification and in the forfeiture of any right to the Prize, Sponsor may randomly select an alternate Selected Entrant from among the remaining eligible entries while supplies last.

.

**ODDS OF WINNING:** Odds of winning depend on the number of Entries received.

**AFFIDAVIT OF ELIGIBILITY/LIABILITY/ RELEASE AND PUBLICITY RELEASE:**

Each Selected Entrant will also be sent an affidavit of eligibility / liability / publicity release ("Release"). Unless restricted by law, each Selected Entrant, or their parent/legal guardian if the Selected Entrant is not eighteen (18) years old or older, will be required to complete and return the Release within the time period specified in the notification. In all cases, an alternate Selected Entrant may be randomly selected from among the remaining eligible Entries if a Selected Entrant: (i) cannot be reached; (ii) fails to obtain all signatures on the Release as required pursuant to these Official Rules; (iii) cannot accept or receive the prize for any reason; or (iv) prize returns to Sponsor from an incorrect mailing address. By submitting an Entry, each entrant agrees to receive future e-mail marketing and promotional offer from Sponsors. By participating in this Sweepstakes and/or accepting a prize, an entrant/winner agrees to defend, release, and hold harmless Sponsor, and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and the foregoing companies' officers, directors, shareholders, members, managers, employees, representatives, agents, and all others associated with the development and execution of the Drawing (collectively the "Releasees") from and against any actions, claims, and/or liability for injury, loss, or damage of any kind (including any for the violation or infringement of any proprietary or personal right of any individual or entity, and any personal injury, death, and/or property damage) resulting in whole or in part, directly or indirectly, from participation in this Sweepstakes, and/or the use, enjoyment, acceptance, or possession of a Sweepstakes prize.

**CONDUCT:** By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of Sponsor that shall be 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 any individual suspected of tampering with the entry process or the operation of the Sweepstakes; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. **CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB 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 COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT OR ANY OTHER PROVISION.**

**LIMITATIONS OF LIABILITY:**

Sweepstakes Entities, assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data

transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of the Internet or any combination thereof, or; (e) any injury or damage to participant's or to any other person's electronic device which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, and award the prize in a random drawing among all non-suspect eligible entries received as of the termination date. The Sponsor will not be responsible for acts of God, dangerous weather conditions, acts of terrorism, civil disturbances, work stoppage or any other matters beyond the Sponsor's reasonable control (each a "Force Majeure" event) that may cause the cancellation or postponement of the Sweepstakes.

**DISPUTES:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the State or Federal Courts located in Mecklenburg County North Carolina; (ii) 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 (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and/or 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, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

**Privacy Policy:**

Any personal information collected in conjunction with this Sweepstakes is subject to the Sponsor's Privacy Policy posted at <https://www.continentaltire.com/privacy> (the "Privacy Policy"). In the event of a conflict between the Privacy Policy and these Official Rules, the Privacy Policy shall control and govern. By participating in this Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted the Privacy Policy.

**WINNERS LIST:**

The names of the winners may be obtained after [January 31, 2025] by sending a self-addressed stamped envelope to: Continental Tire the Americas, LLC, 1830 MacMillan

Park Drive, Fort Mill, SC 29707, ATTN: Marketing Department. Requests for winners' names must be received by [February 28, 2025].