## Jeep® Movember Contest Official Rules

## NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1. Eligibility: Jeep® Movember Contest (the "Contest") is open only to legal residents of the fifty (50) United States, the District of Columbia who are at least eighteen (18) years old at the time of entry and who did not purchase any equipment for the purposes of entering this Contest. Employees of FCA US LLC, Society Agency LLC, HelloWorld, Inc., and any of their parent and affiliate companies as well as the immediate family (spouse, parents, siblings and children) and household members of each such employee are not eligible. The Contest is subject to all applicable federal, and local laws and regulations and is void where prohibited.
- **2. Sponsor:** FCA US LLC, 1000 Chrysler Drive, Auburn Hills, MI 48326. **Administrator**: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.
- **3.** Agreement to Official Rules: Participation in this Contest constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **4. Timing:** The Contest begins on November 1, 2016 at 12:00 a.m. United States Eastern Time ("ET"), ends on November 30, 2016 at 11:59 p.m. ET (the "Promotion Period"). Instagram's and Twitter's computers are the official time-keeping devices for the Contest.
- 5. How to Enter: To participate you must have either an Instagram or Twitter account. Accounts are free, but subject to the user terms and conditions (Instagram: <a href="https://www.instagram.com/about/legal/terms">https://www.instagram.com/about/legal/terms</a> and Twitter: <a href="https://twitter.com/tos">https://twitter.com/tos</a>). Your account settings must be set to "unprotected" and/or "public" in order for your posts/Tweets to be viewable by Sponsor and its agents. Posting content to Instagram requires a mobile device. If you post or Tweet using your wireless phone, message and data rates may apply. Using your wireless carrier's network, standard data charges from your wireless carrier may apply. See your wireless service provider for details on rates and capabilities.

During the Promotion Period, post or Tweet a photo to Instagram or Twitter that displays how you are supporting the movement to increase awareness surrounding men's health, along with the hashtag: #JeepStacheContest, hereafter referred to as your "Submission." You are encouraged to somehow incorporate the Jeep brand into your Submission, though this is not required for consideration in the Contest.

By posting or Tweeting your Submission, you agree that it conforms to the permissions and content restrictions below and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes that it fails to conform.

<u>Permissions</u>: Entrant must have permission from any recognizable individuals who appear in the Submission to use their names and likenesses in the Submission and to grant the rights set forth herein. Aside from entrant, additional minors may only be included in the Submission if entrant has permission from the parent/legal guardian. If requested, entrant must be able to provide such permissions or proof in a form acceptable to Sponsor.

## Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not contain any brand names, logos or trademarks of automobile manufacturers other than the Sponsor;
- The Submission must not prominently feature brand names, logos or trademarks (unrelated to Sponsor) as the focus of the photo or prominently display a particular brand name or trademark

- in multiple places within your Submission;
- The Submission must not contain trademarks or logos of any of the following brands: International Olympic Committee, use of certain marks owned by the National Football League, including Super Bowl, or any similarly protected logos/trademarks as determined by Sponsor in its sole discretion; The Submission must not ridicule or disparage Sponsor, Administrator or any other party affiliated with the Contest;
- The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in the state, where the Submission is created.

<u>Limit</u>: Each entrant may post/Tweet one (1) Submission per day during the Promotion Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. In the event of a dispute as to any Submission, the authorized account holder of the Instagram or Twitter account used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned the account by Instagram or Twitter. Each entrant may be required to show proof of being an authorized account holder.

- **6. Sponsor's Use of Submissions:** Posting a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission.
- **7. Winner Determination:** After the conclusion of the Promotion Period, a panel of qualified judges determined by Sponsor in its sole discretion will score all eligible Submissions based on the following Judging Criteria:
  - Creativity/Originality (33%);
  - Quality of Photo (33%); and
  - Fit to Contest Theme (34%).

The entrant with the highest-scoring Submission will be deemed the potential Grand Prize winner. In the event of a tie, the entrant whose Submission received the highest Fit to Theme score as determined by the qualified judges, in their sole discretion, will be deemed the potential winner. Sponsor reserves the right to not select a Grand Prize winner, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions. The Contest Grand Prize winner will be notified on or after December 14, 2016.

8. Winner Requirements: If the potential winner is not following @Jeep on Instagram or Twitter, the potential winner will be notified in a comment to the winning post or Tweet and asked to follow @Jeep within twenty-four (24) hours. If the potential winner is following @Jeep on Twitter or Instagram, he/she will be notified by @Jeep via Message Direct on Instagram, or Direct Message on Twitter. The potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and, where not prohibited, a Publicity Release ("Declaration") which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential winner cannot be contacted, fails to complete the Declaration or provide any other requested information within the required time period, or does not comply with these Official Rules, potential winner forfeits the prize. If the potential winner is disqualified for any reason, the prize may be awarded to a runner-up determined by the judges. Up to three (3) alternate winners may be determined, after which the applicable prize will remain unawarded.

**9. Prizes:** ONE (1) GRAND PRIZE: One (1) 2016 Renegade Latitude 4x4, (MSRP \$21,995) plus a cash amount of \$11,400. Winner is responsible for all federal, state and local tax, title, license, registration, dealer preparation costs, auto insurance and all other fees associated with the prize. Sponsor will determine all features of automobile including but not limited to color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner must take delivery of prize from the automobile dealership designated by Sponsor. Approximate Retail Value ("ARV"): \$33,395.

Prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute the prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. The winner will be contacted regarding the fulfillment of the prize within 8-10 weeks of the conclusion of the Contest and the prize will be fulfilled by the designated dealership as soon as it becomes available.

- **10. Release:** By receipt of any prize, winners agree to release and hold harmless the Sponsor, Society Agency LLC, its affiliates and the Atlantic Artists associated with this promotion, Administrator and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.
- 11. Publicity Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, or hometown, likeness, photo, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law.
- 12. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest, or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, 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. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- 13. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (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 Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions or votes or the tabulating of votes, the announcement of the prizes or in any Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third party use of any Submission.

- 14. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant 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, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall 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.
- **15. Entrant's Personal Information:** By entering this Contest and/or accepting a prize, entrant agrees to (a) use of entrant's personal information by Sponsor and Administrator for the purposes of administering the Contest and awarding the prizes, and as may be otherwise set in these Official Rules; (b) comply with Sponsor's Privacy Policy at <a href="https://www.chrysler.com/universal/privacy.html">https://www.chrysler.com/universal/privacy.html</a> and Administrator's Privacy Policy at <a href="https://www.helloworld.com/privacy-policy">https://www.helloworld.com/privacy-policy</a>, and (c) the use by Sponsor and Administrator of entrant's personal and other provided information, in a manner consistent with these Official Rules, Sponsor's Privacy Policy, and Administrator's Privacy Policy.
- **16. Winner List**: For a winner list, visit <a href="http://bit.ly/2dra5We">http://bit.ly/2dra5We</a>. The winner list will be posted after winner confirmation is complete.

This Promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram and Twitter.

Jeep is a registered trademark of FCA US LLC.