

## InMotion Drawing 2023 – Terms and Conditions

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

**Sweepstakes Period:** Entries will be accepted online and through the mail starting May 15, 2023 at 12:01 AM EST and ending August 31, 2023. All entries must be received by August 31, 2023 at 11:59PM EST.

**Sponsor:** WMK, LLC d/b/a MobilityWorks (“MobilityWorks”) 4199 Kinross Lakes Parkway Suite 300, Richfield OH 44286.

**1. Eligibility:** Sweepstakes (the “Sweepstakes”) is open only to those who sign up on the online sweepstakes page or mail in an entry and who are **18** as of the date of entry. The sweepstakes is only open to legal residents of the 50 United States and the District of Columbia and is void where prohibited by law. Employees of MobilityWorks, their respective affiliates, subsidiaries, advertising and promotion agencies, suppliers and their immediate family members and/or those living in the same household of each are not eligible to participate in the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

**2. Agreement to Rules:** By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of MobilityWorks as final and binding as it relates to the content. The Sweepstakes is subject to all applicable federal, state and local laws.

**3. How to Enter:** Sweepstakes must be entered by one of the following methods of entry: submitting an entry using the online link on the MobilityWorks website or by mail-in entry.

**Mail-In Entry** - Mail a postcard, including your complete name, mailing address, daytime phone number and email address to 2023 InMotion Sweepstakes, 4199 Kinross Lakes Parkway Suite 300, Richfield, OH 44286. Each postcard must be mailed separately and must be postmarked between June 1, 2023 and August 31, 2023 (the "Mail-in Entry"). Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of MobilityWorks and will not be returned or acknowledged. MobilityWorks is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

MobilityWorks reserves the right, in its sole discretion, to: (i) verify any element of any entry, related materials or entrant’s eligibility; (ii) to request additional information; and (iii) to disqualify any entrant whose participation may subject the Sweepstakes, MobilityWorks or MobilityWorks’s advertisers, clients, or customers to controversy, negative publicity, scorn, or ridicule. By entering this Sweepstakes, you agree to provide any documentation or information deemed necessary by, and in a form acceptable to, MobilityWorks to satisfy the above requirement if asked by MobilityWorks to do so.

**Online Entry** – During the sweepstakes period, visit [www.mobilityworks.com/inmotion](http://www.mobilityworks.com/inmotion) and follow the instructions provided to submit a completed online entry form to receive one (1) entry. There is no cost to register or enter. The entry must fulfill all sweepstakes requirements, as specified, to be eligible to

win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of MobilityWorks. Entries become the property of MobilityWorks and will not be returned. Entries generated by script, macro or other automated means or practices, or by any means which subvert the entry process will be void.

You may enter only once regardless of method of entry. You may not enter more times than indicated by using multiple email or mailing addresses, identities or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of MobilityWorks.

**4. Prizes:** One of three prize options are available to choose from; the winner will receive their choice of a 36-month pre-paid maintenance package (retail value of \$1,545), a 7-day accessible vehicle rental (retail value of \$910) or 3 years of roadside assistance (retail value \$699). The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. Prizes are nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Winner will be notified by email (if provided) or through a telephone call. The prize will be delivered within thirty (30) days from sweepstakes. Acceptance of prize constitutes permission for MobilityWorks to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**5. Odds:** The odds of winning depend on the number of eligible entries received.

**6. Winner selection and notification:** The winner of the Sweepstakes will be selected in one random drawing under the supervision of the Sponsor by September 15, 2023. The winner will be notified via email to the email address they entered the Sweepstakes or by direct mail with within five (5) days following the winner selection. MobilityWorks shall have no liability for a winner's failure to receive notices due to winners' spam, junk email or other security settings or for winner's provision of incorrect or otherwise nonfunctioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this Sweepstakes is conditioned upon compliance with any and all federal and state laws and regulations.

ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**7. Rights Granted by you:** By entering this content you understand that MobilityWorks, anyone acting on behalf of MobilityWorks, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Sweepstakes, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

**8. Terms:** MobilityWorks (in its sole discretion) reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes should (in its sole discretion) a virus, bugs, nonauthorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, MobilityWorks may select the recipient from all eligible entries received prior to and/or after (if appropriate) the action taken by MobilityWorks. MobilityWorks reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions.

MobilityWorks has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void votes for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by sweepstakes rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, MobilityWorks reserves the right to seek damages from any such person to the fullest extent permitted by law. By entering the Sweepstakes you agree to receive email newsletters periodically from MobilityWorks. You can opt out of receiving this communication at any time by checking the unsubscribe link in the newsletter.

**9. Limitation of Liability:** By entering you agree to release and hold harmless MobilityWorks and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the sweepstakes and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or

inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

**10. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF **United States of America**

AND **the STATE OF OHIO**, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, participant agrees to send a written notice to Sponsor (“Demand”). Demand should be sent to MobilityWorks, 4199 Kinross Lakes Parkway Suite 300, Richfield OH 44286. You agree to not take any legal action until ten (10) business days after you send a Demand. If the Demand is not resolved within ten (10) business day after it is received, you agree to file a demand for arbitration with the American Arbitration Association (“the Arbitrator”) with MobilityWorks paying the arbitration filing cost. The Arbitrator shall apply the AAA Consumer-Related Disputes Supplementary Procedure. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Summit County, Ohio.

Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out of pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**11. Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the MobilityWorks Web Site. To read the Privacy Policy, [click here](#).

**12. Winner List:** To obtain a copy of the winner’s name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: MobilityWorks, 4199 Kinross Lakes Parkway Suite 300, Richfield OH 44286. Requests must be received no later than September 15, 2023.