

InMotion Drawing 2024 – 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, 2024 at 12:01 AM EST and ending August 31, 2024. All entries must be received by August 31, 2024 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. To enter electronically, visit www.mobilityworks.com/inmotion and follow the instructions provided. To enter by mail, complete and mail a preprinted entry form or mail a postcard, including your complete name, mailing address, daytime phone number and email address, to 2024 InMotion Sweepstakes, 4199 Kinross Lakes Parkway, Suite 300, Richfield, OH 44286. Your mailed entry must be in a separate envelope and be postmarked between May 15, 2024 and August 31, 2024. 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 requested.

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: Grand prize winner may choose to receive any one of the following: a Pride Mobility Jazzy carbon Travel Wheelchair (retail value of \$2,539), a Pride Mobility Baja Bandit Mobility Scooter (retail value of \$3,059), or a Harmar SSL-SL300 Pinnacle Stairlift with Installation (retail value \$3,515), or may elect to receive a cash prize of \$2,539. Two additional winners will receive free coffee for a year from LeGrand Coffee House (1 bag of coffee per month for 12 months - retail value \$350). Prize will be delivered to the winner's address listed on its entry at MobilityWorks' expense within thirty (30) days from drawing, subject to satisfaction of any applicable legal requirements, including provision for the payment of any applicable federal, state, and local taxes, which shall be the sole responsibility of the winner. Winners will be notified by mail. 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. **AVOID SCAMS: MobilityWorks will never ask you to pay anything in order to receive a Sweepstakes prize.**

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

6. Winner selection and notification: The winners of the Sweepstakes will be selected in one random drawing under the supervision of the Sponsor by September 15, 2024, and the Sponsor will send notice to each winner within five (5) days following the drawing via email to the email address provided. 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 contact MobilityWorks to claim the prize per the instructions provided with the notice within 15 days from the time award notification was sent, fails to timely provide such documentation as may be required by law or reasonably requested by MobilityWorks, or fails to comply with any applicable laws or regulations, the prize will be forfeited and MobilityWorks may draw an alternate winner at its sole discretion.

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 grant MobilityWorks anyone acting on its behalf, and its licensees, successors and assigns the right, 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 your name, portrait, picture, voice, likeness, image, biographical information, and any statements you may make about the Sweepstakes as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further notice, prior review or consent, or 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 it determine (in its sole discretion) that a virus, bugs, nonauthorized human intervention, fraud or other causes beyond its control have or will corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes.

MobilityWorks has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to; multiple entries from the same user from different IP addresses; 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; and (vi) receipt and use of any prize awarded.

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 give MobilityWorks the opportunity to resolve any dispute by providing written notice of the dispute to Sponsor at its offices at 4199 Kinross Lakes Parkway, Suite 300, Richfield OH 44286 at least ten (10) business days before initiating legal action. By participating in the Sweepstakes, you agree submit any unresolved dispute for arbitration with the American Arbitration Association pursuant to the AAA Consumer-Related Disputes Supplementary Procedure and agree the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Sponsor related to the Sweepstakes. 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, attorneys' fees, or other expenses 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, 2024.