

## TOP BUYER TERMS AND CONDITIONS

### **Promotion: Element 2022 Vehicles and Vineyards**

**Sponsor:** Manheim Remarketing Inc. on behalf of itself and its auction affiliates

**Promotion Period:** Promotion begins on January 1, 2022 at 12:01 AM Eastern Time Zone and ends on March 31, 2022 at 11:59 PM Eastern Time Zone. Sponsor will be the official timekeeper for the Promotion.

**Administrator:** If you have any questions about the Promotion, please contact Gabrielle Sauce at [gabrielle.sauce@coxautoinc.com](mailto:gabrielle.sauce@coxautoinc.com) with Manheim Remarketing Inc. on behalf of itself and its auction affiliates.

### **Eligibility:**

**Eligible Dealerships.** The Promotion is operated by Sponsor and administered by Administrator, and is open only to automobile dealerships that have a valid AuctionACCESS membership number throughout the entire Promotion Period ("5 Million Number") that are not an excluded dealership as described below (each, a "Participating Dealership"). The determination of whether a particular dealership is eligible to participate in the Promotion will be determined in Sponsor's and/or Administrator's sole discretion.

**Excluded Dealerships:** NONE

**Eligible Purchases.** An "Eligible Purchase" is a purchase made by a Participating Dealership during the Promotion Period by **purchasing ten (10) or more Remarketing by Element via in-lane or simulcast at any of the following Manheim locations:** Manheim Albany, Manheim Atlanta, Manheim Baltimore-Washington, Manheim Birmingham, Manheim California, Manheim Caribbean Subasta De Autos, Manheim Central Florida, Manheim Chicago, Manheim Cincinnati, Manheim Cleveland, Manheim Dallas, Manheim Dallas-Fort Worth, Manheim Darlington, Manheim Daytona Beach, Manheim Denver, Manheim Detroit, Manheim El Paso, Manheim Flint, Manheim Fort Lauderdale, Manheim Fort Myers, Manheim Fredericksburg, Manheim Fresno, Manheim Georgia, Manheim Harrisonburg, Manheim Hawaii, Manheim Houston, Manheim Indianapolis, Manheim Jacksonville, Manheim Kansas City, Manheim Keystone Pennsylvania, Manheim Lafayette, Manheim Lakeland, Manheim Little Rock, Manheim Louisville, Manheim Milwaukee, Manheim Minneapolis, Manheim Mississippi, Manheim Nashville, Manheim Nevada, Manheim New England, Manheim New Jersey, Manheim New Mexico, Manheim New Orleans, Manheim New York, Manheim North Carolina, Manheim Northstar Minnesota, Manheim NY Metro Skyline, Manheim Ohio, Manheim Omaha, Manheim Orlando, Manheim Palm Beach, Manheim Pennsylvania, Manheim Pensacola, Manheim Philadelphia, Manheim Phoenix, Manheim Pittsburgh, Manheim Poplar Bluff, Manheim Portland, Manheim Riverside, Manheim Rochester, Manheim San Antonio, Manheim San Diego, Manheim San Francisco Bay, Manheim Seattle, Manheim Southern California, Manheim Statesville, Manheim St Louis, Manheim St Pete, Manheim Tampa, Manheim Texas Hobby, Manheim Tucson, Manheim Tulsa, Manheim Utah or **on OVE.com or ElementRemarketing.com.** Any purchases that do not meet all criteria listed herein will not be counted as an Eligible Purchase.

The Promotion is based on a purchase-tracking system. The Promotion works by offering a reward to the top Participating Dealerships (see below) that makes Eligible Purchases as described above during the Promotion Period and finishes the Promotion Period with the highest total of Eligible Purchases. During the Promotion Period, Sponsor will track each Participating Dealership's Eligible Purchases.

In the event of a tie at the end of the Promotion Period, the Participating Dealerships with the highest total monies spent on Eligible Purchases during the Promotion Period will be declared the winner.

### **Top Buyers:**

#### **Top Buyer Selection – 3 Options:**

- 1. A TOP BUYER will be selected each month (January, February, March) at each Manheim Location (Element selling location) of Eligible Purchases in-lane and/or via Simulcast.**
- 2. Five (5) TOP BUYERS will be selected each month (January, February, March) of Eligible Purchases digitally via OVE or ElementRemarketing.com.**

**3. Five (5) NEW TOP BUYERS nationally will be selected each month (January, February, March) based on cumulative Eligible Purchases in-lane and online.**

On or about each month during the promotion (January 31<sup>st</sup>, February 28<sup>th</sup>, & March 31<sup>st</sup>, 2022) Sponsor will tally the Eligible Purchases to determine the Top Buyers and will notify the Participating Dealerships who finishes with the highest total of Eligible Purchases, as calculated through the purchase-tracking system and upon confirmation of compliance with these terms and conditions and verification of eligibility.

**Top Buyer Reward(s):** The Top Buyer Rewards will be awarded to the Participating Dealerships who finishes with the highest total Eligible Purchases as addressed above during the Promotion Period, upon confirmation of compliance with these rules and verification of eligibility. The top buyers will receive the following reward awarded directly to the winning Participating Dealership (a "Reward"):

- **Reward Description:** Option to select a certain gift baskets (food, beverage, other – tbd)
- **Approximate Retail Value (ARV):** \$250
- **Only one reward per Participating Dealership**
- **See Sponsor/Administrator for more information.**

The Rewards will be calculated based on purchases during the Promotion Period that remain valid as of one (1) month following the end of the Promotion Period. Any rolled-back arbitration, cancelled purchases, purchases for which payment was not received for any reason, DealShield returns, and other types of "unbuys" may be deducted from the purchases credited to the relevant Participating Dealership.

**Reward Distribution:** Each winner will receive an email notification to claim their gift (within 2 weeks of the promotion month) and at that time they will have 14-days from the email distribution to claim gift or will have to forfeit their win.

**TERMS AND CONDITIONS:**

This Promotion is subject to all applicable laws and regulations. Receiving a Reward in connection with this Promotion is contingent upon the dealership complying with all of the requirements in these terms and conditions for the Promotion (the "Terms"). **ALL REWARDS WILL BE PROVIDED DIRECTLY TO THE PARTICIPATING DEALERSHIPS AND NOT TO THE INDIVIDUAL PERSON WHO MADE THE ELIGIBLE PURCHASES ON BEHALF OF THE PARTICIPATING DEALERSHIP.**

The Promotion works by offering a reward to the Participating Dealership that makes an Eligible Purchase during the Promotion Period.

Participating Dealerships making Eligible Purchase(s) will receive a Reward. Rewards and individual components of Reward packages are subject to availability. Sponsor and Administrator reserves the right to substitute Rewards or components of Reward packages with a reward or component of equal or greater value. Rewards earned in this Promotion will be awarded directly to the relevant Participating Dealership via a method to be determined in Sponsor's sole discretion.

It is your sole responsibility to review, understand and comply with your employer's gift and/or ethics policies regarding your eligibility to participate in promotions. Sponsor and Administrator each disclaims any and all liability or responsibility for disputes arising between an employee and their employer related to this promotion.

**ADDITIONAL REWARD TERMS**

Participating Dealerships may waive the right to receive a Reward. No substitutions for the Reward are allowed. Participating Dealerships that receive a Reward are solely responsible for reporting and paying any taxes on the award. The Participating Dealership receiving a Reward may be required to provide valid tax information to Sponsor or complete any tax forms required by the applicable government authority.

Participating Dealerships and, when applicable, the individual participating in the Reward, may be required to complete a liability and publicity release (except where prohibited by law), which must be notarized and returned within ten (10) days of notification that the Participating Dealership has qualified to receive a particular Reward or of the Participating Dealership providing to Sponsor the names of those who will participate in a Reward, as applicable.

No refund or compensation will be paid in the event of the cancellation or delay of any portion of the Reward package, or any portion thereof. Sponsor will not be liable if the Reward package, or any portion of it, is cancelled or delayed. Reward package tickets are subject to certain terms and conditions as specified by issuer. The terms

and conditions of the Reward package tickets may govern if the Reward package is cancelled due to weather, an act of God, an act of terrorism, civil disturbance or any other reason. Sponsor is not responsible for, and will not replace, lost, mutilated, or stolen Reward package tickets, vouchers, wristbands, or certificates. Exact details, including seat locations, shall be determined in the sole discretion of Sponsor.

All Rewards will be calculated and awarded after the close of the Promotion Period. Rewards and individual components of Rewards packages are subject to availability. Sponsor reserves the right to substitute Rewards or components of Rewards packages with a reward or component of equal or greater value. Rewards earned in this Promotion will be awarded directly to the relevant Participating Dealership in a form determined in Sponsor's sole discretion.

#### **RELEASE AND LIMITATION ON LIABILITY**

BY PARTICIPATING IN THIS PROMOTION, EACH PARTICIPATING DEALERSHIP AND ITS AGENTS AGREE TO FULLY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS SPONSOR, ADMINISTRATOR, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, AND AWARD SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF OR RELATED TO THE PROMOTION OR THE RECEIPT AND/OR USE OF ANY REWARD TO THE FULLEST EXTENT PERMITTED BY LAW. EACH PARTICIPATING DEALERSHIP AND ITS AGENTS FURTHER AGREE THAT THE RELEASED PARTIES' TOTAL LIABILITY TO ANY PARTICIPATING DEALERSHIP FOR CLAIMS ARISING FROM OR RELATED TO THIS PROMOTION IS LIMITED TO \$500 (USD).

PARTICIPANTS AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH ANY OF RELEASED PARTIES OR ANY PART OF THE CONTEST MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

In the event the Promotion is compromised by a virus, non-authorized human intervention, tampering, or other causes beyond the reasonable control of Sponsor, which corrupt or impair the administration, security, fairness, or proper operation of this Promotion, Sponsor reserves the right in its sole discretion to suspend, modify, or terminate the Promotion. Should the Promotion be terminated prior to the stated end of the Promotion Period, Sponsor reserves the right to award any Rewards based on the Eligible Purchases made before the termination date.

#### **CONDUCT**

By participating in the Promotion, each participant agrees to be bound by these Official Rules and the decisions of Sponsor and any Promotion administrators selected by Sponsor, which are 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 persons found tampering with or otherwise abusing any aspect of this Promotion as solely determined by Sponsor. Sponsor reserves the right to cancel or modify the Promotion for any reason, including, but not limited to, in the event the Promotion is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupt or impair the administration, security, fairness, integrity or proper operation of the Promotion as determined by Sponsor, in its sole discretion. Should the Promotion be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Proof of sending or submission of an entry will not be deemed proof of receipt by Sponsor.

ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS 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.

#### **PRIVACY AND WEBSITE TERMS**

The collection, use, and sharing of your information is subject to the Sponsor's privacy policy, a link to which is located at [manheim.com](http://manheim.com). By visiting [manheim.com](http://manheim.com), you also agree to be bound by the visitor agreement, a link to which is located at [manheim.com](http://manheim.com). This Promotion is governed by and will be construed in accordance with the laws of the state of Georgia. By participating in this Promotion, you consent to the exclusive jurisdiction and venue of the state and federal courts in Fulton County, Georgia in all disputes arising out of or related to this Promotion.

#### **PUBLICITY**

Except where prohibited, acceptance of any prize constitutes the winner's irrevocable consent to the publication or other use by Sponsor and its licensees of his or her name, biographical information, dealership name and address, and likeness in any and all media now or hereafter devised, including the Internet, worldwide in perpetuity, for any commercial, publicity or Promotion-related purpose ("Advertising"), without notice, limitation, review or approval, or additional compensation. All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor or its licensees and winners hereby disclaim and waive any claim of right to such Advertising. Potential winners will be announced according to the Promotion rules as they are selected, and by entering the Promotion, participants consent to such disclosure.

#### **CONSTRUCTION**

In the event that any provision of these Official Rules is determined to be invalid or otherwise unenforceable, the rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any disputes arising in connection with this Promotion will be governed by the laws of the United States and the laws of the State of Georgia. By participating in this Promotion, participants consent to the exclusive jurisdiction and venue of the state and federal courts in Fulton County, Georgia, in all disputes arising out of or related to this Promotion.

#### **END OF TERMS**

**For Marketing Materials:**

OPEN TO ELIGIBLE DEALERSHIPS WITH A VALID AUCTIONACCESS MEMBERSHIP NUMBER THROUGHOUT ENTIRE PROMOTION PERIOD AND THAT ARE NOT AN EXCLUDED DEALERSHIP AS DEFINED IN THE OFFICIAL TERMS AND CONDITIONS. Promotion begins on January 1, 2022 at 12:01 AM Eastern Time Zone and ends on March 31, 2022 at 11:59 PM Eastern Time Zone. Promotion operated by: Manheim Remarketing Inc. on behalf of itself and its auction affiliates, 6325 Peachtree Dunwoody Road NE Atlanta, GA 30328. For eligible purchase details, reward information, and official Terms and Conditions, visit: [manheim.com](http://manheim.com)