## 4moms Road Trip Sweeps Official Rules

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

**1. Eligibility:** 4moms Road Trip Sweeps (the "Sweepstakes") is open only to legal residents of the fortyeight (48) contiguous United States and the District of Columbia who are at least eighteen (18) years of age at the time of entry. Employees of Thorley Industries, LLC (doing business as 4moms) ("Sponsor"), American Honda Motor Co., Inc., HelloWorld, Inc. ("Administrator"), and 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. Other eligibility requirements and conditions of participation are set forth in these official rules for the Sweepstakes ("Official Rules"). The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void in Alaska, Hawaii, and where prohibited. Participation 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 the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** Thorley Industries, LLC (doing business as 4moms), 912 Fort Duquesne Blvd, Pittsburgh, PA 15222. **Administrator**: HelloWorld, Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Promotion Period:** The Sweepstakes begins on August 8, 2016 at 9:00 a.m. Eastern Time ("ET") and ends on October 14, 2016 at 11:59 p.m. ET (the "Promotion Period"). Any attempt to enter the Sweepstakes prior to or after the Promotion Period will be void. Administrator's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, visit <u>http://www.4momsroadtripsweeps.com</u> ("Website") and follow the links and instructions to complete and submit the registration form to enter. By completing the required entry fields, you will receive one (1) entry into the Sweepstakes. The person submitting the entry will be deemed the entrant (the "Entrant" and collectively, the "Entrants"). <u>Limit</u>: You may enter only one (1) time during the Promotion Period. Multiple Entrants are not permitted to share the same email address. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that Entrant's entries and that Entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to the identity of an Entrant, the authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being an authorized account holder. Sponsor and Administrator reserve the right to review and to approve, in their sole discretion, all entry information, prior to granting the Entrant an entry into the Sweepstakes.

## **Bonus Sweepstakes Entries:**

<u>Twitter Share</u>: After you register for the Sweepstakes or log-in to the Website, click on the "Twitter" button to tweet a message about the Sweepstakes. By clicking on the Twitter button and tweeting a message, you will earn one (1) bonus Twitter-Share Sweepstakes entry. <u>Limit</u>: You can earn up to one (1) bonus Sweepstakes entry into the Sweepstakes during the Promotion Period Twitter-Share bonus entry method.

<u>Twitter or Instagram Post</u>: During the Promotion Period, using your Twitter or Instagram account, share a photo or video of yourself in front of the 4moms/Honda sign at the experiential booth in one of the eight tour markets (Boston, MA; Norwalk, CT; Philadelphia, PA; Baltimore, MD; Pittsburgh, PA; Columbus, OH; Indianapolis, IN; and Chicago, IL) or post a photo of your family holding a sign that reads: "4moms & Honda – Pick Me! (or Us, if there are multiple people in the photo) (no purchase necessary), including the hashtag #4momsRoadTripSweepstakes. Your Tweet/post and its included content will hereafter be referred to as your "Submission." By creating and tweeting/posting your Submission with the hashtag

#4momsRoadTripSweepstakes, you will earn five (5) additional bonus entries into the Sweepstakes. Limit: You can only submit one Twitter/Instagram Post with your Submission during the Promotion Period to receive a maximum of five (5) additional bonus entries into the Sweepstakes using the Tweet/Post bonus entry method. Tweeting or posting your Submission without the hashtag #4momsRoadTripSweepstakes will not be accepted for additional bonus entries into the Sweepstakes. Your Submission must be your original work. If you include the names or likenesses of other individuals, you must have their permission to be included and to grant the rights set forth in this Section 4. If requested, Entrant must be able to provide such permissions in a form acceptable to Sponsor. Submissions that are deemed by Sponsor to be offensive, indecent, obscene, hateful, tortious, defamatory, libelous, contain material that violates or infringes another's rights, disparage Sponsor, Administrator, or any other person or party, or contain material that is unlawful in any way will be void. The Submission must not feature brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission. Sponsor reserves the right to disqualify any Submission that it finds unlawful, or in violation of these Official Rules, all in its sole discretion.

Tweeting/Posting a Submission, each Entrant warrants and represents that (a) the Submission is the original work of the Entrant and does not infringe the intellectual property, privacy, confidentiality or publicity rights or any other legal rights of any third party, and (b) the Entrant owns or otherwise controls all rights to the Submission. By tweeting or posting the Submission, each Entrant unconditionally grants to Sponsor and its successors or assigns a royalty-free, irrevocable, perpetual, worldwide, 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, without limitation or compensation to Entrant and without right of notice, review or approval of any such use. 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. Released Parties (as defined in Section 7, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

5. Selection of Winners/Drawings: One (1) grand prize winner ("Grand Prize Winner") and five (5) first prize winners (each a "First Prize Winner" and collectively, the "First Prize Winners") will be selected at random by Administrator on or around October 17, 2016 (the "Drawing") from among all eligible entries received during the Promotion Period. The random Drawing will be conducted by Administrator, an independent judging organization whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. The potential winners will be notified by email, mail or phone. Except where prohibited, the potential Grand Prize Winner and each potential First 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 and Publicity Release ("Declaration") which must be received by Administrator, within four (4) days of the date notice or attempted notice is sent, in order to claim the prize. If a potential winner of any prize cannot be contacted, fails to sign and return the Declaration or provide any other requested information, within the required time period (if applicable), or the prize is returned as undeliverable, the potential winner forfeits his/her prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential winner is disgualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries received during the Promotion Period. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. First Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Sweepstakes. The Grand Prize Winner will be contacted regarding the fulfillment of the Grand Prize (defined below) within 8-10 weeks of the conclusion of the Sweepstakes and the Grand Prize will be fulfilled by the dealership designed by Sponsor in its sole discretion as soon as it becomes available.

## 6. Prizes:

<u>ONE (1) GRAND PRIZE</u>: The Grand Prize Winner will receive the following grand prize ("Grand Prize"): A 2016 Honda Pilot LX 2WD ("Honda Pilot"), as well as a 4moms prize package ("4moms Prize Package") selected by Sponsor in its sole discretion, including: 4moms self-installing car seat; 4moms mamaRoo;

4moms rockaRoo; 4moms bounceRoo; 4moms infant tub; 4moms spout cover; 4moms high chair; 4moms starter set; 4moms breeze playard; and 4moms moxi stroller. Sponsor will determine all features of the Honda Pilot including but not limited to color of exterior and interior, and all other features or upgrades will be allowed only if permitted by the delivery dealership and paid for by the Grand Prize Winner. The Grand Prize Winner <u>must</u> be a licensed driver to receive delivery of the Honda Pilot and will be required to provide proof of insurance at time of delivery. The Grand Prize Winner is responsible for title, license, registration, dealer preparation costs, auto insurance and other fees associated with the Honda Pilot. The Grand Prize Winner must take delivery of the Honda Pilot from the automobile dealership ("Dealership") designated by Sponsor. Sponsor, in consultation with American Honda Motor Co., Inc. ("Honda"), will designate a Dealership that is located closest to the Grand Prize Winner to deliver the Honda Pilot. Honda (through the Dealership) shall be solely responsible for fulfillment of the Honda Pilot. Once Sponsor designates the Dealership, Honda and the designated Dealership will coordinate delivery of the Honda Pilot to the Grand Prize Winner. Sponsor shall be responsible to fulfill the 4moms Prize Package portion of the Grand Prize. Approximate Retail Value ("ARV") of the Grand Prize: \$35,124.80.

<u>FIVE (5) FIRST PRIZES</u>: Each First Prize Winner will receive the following first prize ("First Prize"): 4moms self-installing car seat and 4moms moxi stroller. The ARV of each First Prize: \$1,199.98.

Prize Conditions: Prizes are non-assignable and non-transferable, may not be given, bartered, sold or exchanged for cash or another prize and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. The prizes have no cash value and must be accepted by the winners as awarded. Any and all applicable federal, state, and local taxes and all fees and expenses related to acceptance and use of a prize not specifically stated herein are the sole responsibility of the individual winners. As a condition for acceptance of one of the prizes, each winner must provide Sponsor with valid identification and a valid taxpayer identification number or social security number for tax purposes before the prize will be awarded. Since the ARV of each prize is over \$600, each winner will receive from Sponsor an IRS Form 1099 at the end of the calendar year for tax purposes as required by law, a copy of such form will be filed with the IRS. The ARV of each prize is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the ARV is estimated for purposes of these Official Rules, and the date the prize is awarded. If the actual purchase prize of a prize is less than the ARV stated herein, the prize winner will NOT be entitled to a check, cash, or other form of payment for the prize difference. The Grand Prize Winner acknowledges and agrees that (a) American Honda Motor Co., Inc. shall be solely responsible for fulfillment and delivery of the Honda Pilot awarded as part of this Sweepstakes, and (b) Grand Prize Winner's sole remedy for failure of delivery of the Honda Pilot shall be against American Honda Motor Co., Inc. and not against Sponsor. Administrator or any other Released Party (defined below). Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: 1 prize per person. Total ARV of all prizes: \$41.124.70.

**7. RELEASE AND INDEMNIFICATION:** BY PARTICIPATING IN THE SWEEPSTAKES, ENTRANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, AMERICAN HONDA MOTOR CO., INC.,, TWITTER, INC., INSTAGRAM, LLC., 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 AND ALL LOSSES, DAMAGES, CLAIMS OR CAUSES OF ACTION OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE SWEEPSTAKES OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE (INCLUDING ANY TRAVEL OR ACTIVITY RELATED TO ACCEPTANCE OF THE PRIZE) AWARDED IN CONNECTION WITH THE SWEEPSTAKES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY.

8. Publicity: Except where prohibited, participation in the Sweepstakes and acceptance of a prize

constitute each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any and all media now known or hereinafter invented, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages 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. All entries become the property of Sponsor and will not be acknowledged or returned. False, fraudulent or deceptive entries or acts shall render Entrants ineligible.

**10. Limitations of Liability:** By participating in this Sweepstakes, Entrants agree that the Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (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 entry process or the Sweepstakes; (4) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (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 Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entrant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**11. Disputes:** Except where prohibited, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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.

**12. Entrant's Personal Information:** Information collected from entrants is subject to Administrator's Privacy Policy <u>http://www.helloworld.com/privacy-policy</u> and Sponsor's Privacy Policy <u>https://www.4moms.com/privacy\_policy</u>. In the event of a conflict between these Official Rules and such privacy policies, the terms of these Official Rules shall control.

**13. Official Rules:** By participating in the Contest, each Entrant fully and unconditionally agrees to and accepts these Official Rules and decisions of the Sponsor and Administrator, which are final and binding in all matters relating to the Sweepstakes. The Sweepstakes will be run in accordance with the Official Rules, subject to amendment by Sponsor. Each Entrant must comply with the Official Rules and will be deemed to have received and understood the Official Rules by participating in the Sweepstakes. The terms of the Sweepstakes, as set out in the Official Rules, are not subject to amendment or counter-offer, except as set out herein. If any provisions of the Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

**14.** Winner List: For a winner list, visit <u>http://bit.ly/29DnILH</u>. The winner list will be posted after winner confirmation is complete.

**15. Disclaimer:** This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter or Instagram.

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