

# **Cash On Your Pass Sweepstakes**

## **Official Rules**

I-77 Mobility Partners LLC (“Sponsor”) is pleased to offer the Cash On Your Pass Sweepstakes (the “Sweepstakes”). In order to participate in the Sweepstakes, you must agree to these rules (the “Official Rules”).

PLEASE CAREFULLY READ THE OFFICIAL RULES BEFORE PARTICIPATING IN THE SWEEPSTAKES. THE OFFICIAL RULES CONTAIN IMPORTANT INFORMATION ABOUT THE SWEEPSTAKES AND SPONSOR’S OBLIGATIONS WITH RESPECT TO THE SWEEPSTAKES.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE SWEEPSTAKES. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

- 1) **ELIGIBILITY**: The Sweepstakes is open only to legal residents of the State of North Carolina, who are at least 18 years of age or older as of date of entry, who follow all of the terms and conditions set forth in these Official Rules.

Employees, officers and managers of Sponsor and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside), and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes. By participating, you agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all respects. The Sweepstakes is void in any state not listed above and where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply to the Sweepstakes.

- 2) **ENTRY**: To enter the Sweepstakes during the Entry Period (defined below), participants must access the Sponsor’s website at **www.i77express.com** (the “Website”) and (i) if you have a NC Quick Pass account (an “Account”), complete the registration form by following the onscreen instructions, or (ii) if you do not have an Account, print out, complete, and mail the entry form to Sponsor at the following address: Cash On Your Pass Sweepstakes, I-77 Mobility Partners LLC, 8015 W. WT Harris Blvd., Charlotte, NC 28216.

By entering the Sweepstakes, you accept all of the terms and conditions of these Official Rules. Each such person who enters the Sweepstakes shall be referred to as an “Entrant.” An Entrant’s entry must fulfill all Sweepstakes requirements, as specified, to be eligible to win a Prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of the Sponsor. If an Entrant uses fraudulent methods or otherwise attempts to circumvent the rules such submission may be removed from eligibility for the Prize and/or the Giveaway at the sole discretion of the Sponsor.

The entry period for the Sweepstakes (the “Entry Period”) begins on **August 1, 2019 (12:00 a.m. EST)** and will end at a date and time announced by the Sponsor on its website at least one week in advance (the “End Date”). If an Entrant submits an entry by mail, it must be postmarked no later than the End Date. Entry times will be determined using Sponsor’s computer, which will be

the official clock for the Sweepstakes. Normal time rates, if any, charged by Internet service provider will apply. There is a limit of one (1) entry per person by any methods or combination of methods of entry during Entry Period. No purchase is necessary.

- 3) **GIVEAWAY**: Each Entrant who opens a new Account (unless such Account constitutes a permanent declaration of HOV 3+) on or after August 1, 2019 and who completes the Sweepstakes registration form online at the Website shall receive a Ten US Dollars (\$10.00) credit on the applicable Account (the "Giveaway") after driving through five (5) segments of I-77 Express Lanes.
- 4) **ACKNOWLEDGEMENTS, DISCLAIMERS, AND WAIVERS**: By submitting an entry, Entrant warrants and represents that he/she consents to the submission and use of the entry in the Sweepstakes and to its use as otherwise set forth herein. Each Entrant, by participating, agrees to be fully and unconditionally bound by these Official Rules, and the Entrant represents and warrants that he/she meets the eligibility requirements set forth herein. In addition, the Entrant agrees to accept the decisions of the Sponsor as final and binding as it relates to the Sweepstakes. The Sweepstakes is subject to all applicable federal, state and local laws.
- 5) **SELECTION AND NOTIFICATION OF SWEEPSTAKES PRIZE WINNERS**: The Sponsor will periodically select twenty (20) winners of a One Hundred US Dollars (\$100) (each, a "Prize"). If the Entrant has an Account and enters the promotion via the Website, the Prize will be credited to the applicable Account (each a "Prize"). If the Entrant submits an entry by mail, the Prize will be mailed to the address provided in the entry submission. Prizes are non-transferable. The Sponsor shall announce the dates of the Prize selections no less than five (5) days prior to the actual selection. The potential winners of the Prizes shall be selected in random drawings conducted by the Sponsor from among the entries received. Potential winners will be notified by phone and/or e-mail, in Sponsor's discretion, and may in Sponsor's discretion be required to complete and return to Sponsor an Affidavit of Eligibility/Release of Liability. Notification shall occur within three (3) days of selection. Sponsor shall have no liability for a potential winner's failure to receive notices due to spam, junk e-mail or other security settings or for potential winners' provision of incorrect or otherwise non-functioning contact information. If a potential winner cannot be reached within seventy-two (72) hours of the initial notification attempt (Sponsor reserves the right not to leave messages on voice mail or answering machines) or fails to respond to any notification attempt within such time period, or if any attempted notification or Prize delivery is returned as undeliverable, or if a potential winner fails to complete and return any required affidavit or release within the specified time period, or if a potential winner is ineligible, or if a potential winner does not fully comply with these Official Rules, such potential winner may be disqualified and an alternate winner selected. A potential winner only becomes a "Winner" after verification of eligibility. If a potential winner is a minor under the laws of his or her jurisdiction of residency, Sponsor reserves the right in its discretion to award the Prize to a parent or legal guardian and/or to require a parent or legal guardian to complete any required Affidavit/Release. Entrants will only be eligible to win one of the Prizes. All eligible non-winning Entrants will be automatically included in the succeeding Prize drawing, if any. No Prize substitution permitted. 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.

- 6) **COMPLIANCE; DISCLAIMERS**: The receipt by a 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 ANY 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. PRIZES ARE AWARDED "AS IS" WITH NO GUARANTEE. ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED BY THE SPONSOR. ALL PRIZE DETAILS ARE AT SPONSOR'S SOLE DISCRETION. ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED ARE WINNERS' SOLE RESPONSIBILITY.
- 7) **GRANT OF RIGHTS**: Winners will be required to collect the Prize at the Sponsor's place of business or another location chosen by the Sponsor. Winner will be photographed accepting the Prize. By entering the Sweepstakes you understand that the Sponsor, anyone acting on behalf of the Sponsor, or its respective licensees, successors, assigns, and affiliates will have the right, where permitted by law, without any further notice, review, compensation, 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 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) **ODDS**: The odds of winning will vary depending on the number of eligible entries received at the time of the particular Prize drawing.
- 9) **RELEASE AND LIMITATION OF LIABILITY**: By entering, each Entrant releases and agrees to hold Sponsor, its parent companies, affiliates, subsidiaries, agents and licensees, the successors of each of the foregoing, and the directors, managers, officers and employees of all of the foregoing, harmless from and against any and all claims and liability from or arising out of: (i) the Entrant's participation in the Sweepstakes and/or the acceptance, use, possession, or misuse of any Prize or portion thereof, (ii) the operation of the Sweepstakes, (iii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software, (iv) the unavailability or inaccessibility of any transmissions or telephone or Internet service, (v) unauthorized human intervention in any part of the entry process or the Sweepstakes, (v) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (iv) the use of the Entrant's name, biographical information and/or likeness as permitted hereunder, including without limitation any and all claims and liabilities (a) relating to any personal injury, death or property damage or loss sustained by any Entrant or any other person, or (b) based upon any allegation of violation of the right of privacy or right of publicity, misappropriation or violation of any other personal or proprietary right. Entrants assume all liability for any injury or damage caused, or claimed to be caused, by participation in this Sweepstakes or use or redemption of any Prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the Prize. In no event will more than the stated number of Prizes be awarded.

10) **GENERAL RULES:** Sponsor reserves the right to modify these Official Rules or to modify, suspend or terminate the Sweepstakes at any time in its discretion. Sponsor is not responsible for late, lost, delayed, illegible, damaged, corrupted or incomplete entries, incorrect or inaccurate capture of, damage to, or loss of entries or entry information, or any other human, mechanical or technical errors of any kind relating to the submission, collection, storage or processing of entries or the administration of the Sweepstakes. Sponsor reserves the right, in its sole discretion, to disqualify or prohibit from participating in the Sweepstakes any individual who, in Sponsor's discretion, Sponsor determines or believes: (i) has tampered with the entry process, or has undermined the legitimate operation of its website or the Sweepstakes by cheating, hacking, deception or other unfair playing practices, or (ii) has engaged in conduct that annoys, abuses, threatens or harasses any other Entrants or any representative of Sponsor, or (iii) has attempted or intends to attempt any of the foregoing. **CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.** The use of agents or automated devices, programs or methods to submit entries is prohibited and Sponsor reserves the right, in its sole discretion, to disqualify any entry that it believes may have been submitted using such an automated device, program or method. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend this Sweepstakes should a virus, bugs, entrant fraud or misconduct, or other causes beyond the control of the Sponsor corrupt the administration, integrity, security or proper operation of the Sweepstakes or if for any other reason Sponsor is not able to conduct the Sweepstakes as planned (including without limitation in the event the operation of the Sweepstakes is interfered with by any fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or of public enemy, communications failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, federal, state or local law, order or regulation or court order). In the event of termination of the Sweepstakes, a notice will be posted and a random drawing to award the Prizes will be conducted from among all eligible entries received prior to the time of termination. All federal, state and local laws and regulations apply. All entries become the property of Sponsor and will not be verified or returned. By participating in this Sweepstakes, entrants agree to be bound by the Official Rules and the decisions of Sponsor and the judges, which are final and binding in all respects. These Official Rules may not be reprinted or republished in any way without the prior written consent of Sponsor.

11) **DISPUTES:** By entering the Sweepstakes, each Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with the Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorneys' fees, and (c) under no circumstances will any Entrant be permitted to obtain any award for, and Entrant hereby waives all rights to claim, punitive, special, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in

accordance with the laws of the State of North Carolina without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of North Carolina. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of North Carolina, and each Entrant consents to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these rules or the Sweepstakes. In the event of any conflict between these Official Rules and any Sweepstakes information provided elsewhere (including but not limited in advertising or marketing materials), these Official Rules shall prevail.

- 12) **SPONSOR**: Sponsor is located at 8015 W. WT Harris Blvd., Charlotte, NC 28216. The Sweepstakes is in no way sponsored, endorsed, or administered by, or associated with, any other entity, although it may be advertised elsewhere. When you enter the Sweepstakes, you are submitting an entry to Sponsor and not to any other entity, or anyone else. Sponsor may advertise the Sweepstakes online. Entrants agree to release, indemnify, and hold harmless Sponsor, Facebook, Twitter, Instagram, YouTube, and their respective directors, officers, employees and agents from any and all liability, including any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) arising out of their participation in the Sweepstakes. **IN NO EVENT SHALL SPONSOR, FACEBOOK, TWITTER, OR YOUTUBE HAVE ANY OBLIGATION OR LIABILITY WHATSOEVER IN RELATION TO THE SWEEPSTAKES OTHER THAN AS SET FORTH IN THESE OFFICIAL RULES.**

- 13) **CONTACT**: By entering this Sweepstakes you agree to periodically receive notification by email, text, or other method from the Sponsor.