

INTERNATIONAL TRUCKING ASSOCIATION 2023 SOCCER TOURNAMENT GIVEAWAY OFFICIAL RULES

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

- 1. **Eligibility**: Giveaway (the "Giveaway") is open to those who complete a Giveaway entry form and meet the criteria set forth herein during the Giveaway Period (defined below). The Giveaway is only open to adults 21 years of age or older who are legal US residents and have a valid U.S. Class A Commercial Driver's License in their name as of the Giveaway date. Employees of the International Trucking Association (the "Sponsor") its respective sponsors, 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 Giveaway. The Giveaway is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law.
- 2. **Agreement to Rules**: By participating, you agree to be fully and 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 the International Trucking Association ("ITA") as final and binding as it relates to the content. The Giveaway is subject to all applicable federal, state and local laws.
- 3. **Giveaway Period & Drawing Date**: Entries will be accepted starting July 1, 2023 at 12am CST and ending on August 27, 2023 at 4pm CST ("Entry Deadline"). One grand prize winner will be chosen at a random drawing held on Sunday, August 27, 2023 at 6pm.
- 4. **How to Enter**: The Giveaway may be entered by completing an entry slip. The entry must fulfill all Giveaway requirements, as specified, to be eligible to win a prize. Entries that are illegible, incomplete, or do not adhere to the rules or specifications may be disqualified at the sole discretion of the ITA. You may enter only <u>ONCE</u> and you must fill in the information requested. You may not enter more times than indicated by using multiple email 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 the ITA.
- 5. Additional Conditions. For any reason you may request a cancellation of your entry(s) within five (5) days prior to the Entry Deadline by contacting legal@ compassholding.net. Any incomplete or illegible entries will not be processed. The use of robotic, automatic, macro, programmed, photocopied entries, or multiple entries by sites or services that offers sweepstakes entry services "on behalf of" of the participant) is strictly prohibited. Any attempt by any participant to obtain more than the stated number of tickets or entries by using multiple/different email addresses, identities, registrations and logins, or any other methods may void that participant's entries and that participant may be disgualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entry applications, which will be disqualified and destroyed. In the event of a dispute as to any entry application, the authorized account holder of the email address, if applicable, used to register will be deemed to be the Entrant. No entries will be accepted from or on behalf of, corporations, trusts, partnerships, or other entities. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY TAKES MAY BE IN 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 INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. "Authorized account subscriber of the e-mail account" is the natural person who is assigned the email address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.
- 6. **Prizes**: Winners will receive a used 2018 Freightliner Cascadia truck with an approximate retail value of \$55,000. The actual/appraised value may differ at the time of prize award. The prize will be given away "as is" and without express or implied warranty. **ALL WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS, IMPLIED AND STATUTORY, ARE HEREBY DISCLAIMED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. THE MACHINERY (INCLUDING ANY ACCESSORIES AND COMPONENTS) IS GIVEN AWAY "AS IS." The specifics of the prize shall be solely determined by the Sponsor. No cash or other prize substitution permitted except at Sponsor's discretion. The prize is nontransferable. Any and all prize related expenses, including without limitation any and all federal, state, and/or local taxes, insurance, license, title, tags, registration, and fees 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. The winner of the truck must maintain the truck's decal wrap for 365 days from the date of the drawing. Acceptance of prize constitutes permission for the ITA to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.**
- 7. **Odds**: The odds of winning are approximately 1 in 7000.

- 8. **Winner selection and notification**: Winners of the Giveaway will be selected in a random drawing under the supervision of the Sponsor. You must be present to win and respond at the time your name is announced. If you are not present when the winner is announced, your prize will be forfeited, and an alternate winner selected. The receipt by winner of the prize offered in this Giveaway 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 GIVEAWAY AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.
- 9. **Rights Granted by you**: By entering the Giveaway you understand that the ITA, and anyone acting on its behalf, 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 Giveaway, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation. By entering the Giveaway, you understand and consent to receiving telephone calls and emails and other solicitations from the sponsors and/or their affiliates and agents for industry related business purposes. You can opt-out of receiving these communications at any time by clicking the unsubscribe link in the communication or otherwise notifying the sponsor or affiliate of your desire to be removed from any future communication lists.
- Terms: The ITA reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Giveaway should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Giveaway. In such case, the ITA may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by the ITA. The ITA 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 Giveaway or website or violates these Terms & Conditions.

The ITA has the right, in its sole discretion, to maintain the integrity of the Giveaway, to void entries 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 Giveaway rules; or the use of bots, macros or scripts or other technical means for entering. Any attempt by an entrant to deliberately damage any web site or undermine the legitimate operation of the Giveaway may be a violation of criminal and civil laws and should such an attempt be made, the ITA reserves the right to seek damages from any such person to the fullest extent permitted by law.

- 11. **Limitation of Liability**: By entering you agree to release and hold harmless the ITA and its subsidiaries, corporate affiliates, sponsors, 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 Giveaway 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.
- Disputes: This giveaway is governed by the laws of the state of Illinois, without respect to conflict of laws doctrines. As a condition of participating in this Giveaway, participant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or connected with this Giveaway, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Illinois, the courts of DuPage County having exclusive jurisdiction over the parties. You agree to waive any right to a jury trial or to participate in a class action. 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 Giveaway), and participant further waives all rights to have damages multiplied or increased.
- 13. **Privacy Policy**: Information submitted with an entry form shall not be used for any other purpose other than as stated herein.
- 14. **Winners List**: The winner's name will be posted on the ITA website: internationaltrucking.org on August 28, 2023 to September 30, 2023. To obtain a copy of the winner's name or a copy of these Official Rules, e-mail your request to: legal@compassholding.net. Requests received after September 30, 2023 will not be honored.
- 15. **Sponsor**: The Sponsor of the Giveaway is the International Trucking Association, a Delaware limited liability company, having a principal place of business located at 115 55th Street, Clarendon Hills, IL 60514, ATTN. Legal Dept. for notice purposes.