

## Repair and Win Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** If you request the Sweepstakes URL via text-messaging, you will receive one (1) text message from an automated system in response to your request. **Message and data rates may apply.** Text **STOP** to 89074 to opt out. Text **HELP** to 89074 for information. Consent is not required to buy goods and services. You may not be able to participate by text messages through all wireless carriers.

**1. Eligibility:** Repair and Win Sweepstakes (the “Sweepstakes”) is open only to legal residents of the fifty (50) United States, the District of Columbia and Puerto Rico who are at least eighteen (18) years old at the time of entry, who are Ford Edge, Ford Fusion, Ford Ranger, Ford Mustang, Ford GT, Lincoln MKX, Lincoln MKZ, Lincoln Zephyr, and Mercury Milan (the “Sweepstakes Models”) owners whose Sweepstakes Model vehicles are subject to the National Highway Safety Traffic Safety Administration (NHTSA) Takata Airbag recall as of January 1, 2021 having the following campaign identification numbers (the “Airbag Recall”):

MAKE MODEL	NHTSA CAMPAIGN ID	FORD RECALL NUMBER
FORD EDGE	16V384	19S01
	17V024	
	18V046	
	19V001	
FORD FUSION	16V384	19S01
	17V024	
	18V046	
	19V001	
FORD GT	15V319	15S21
	16V384	19S01
	17V024	
	18V046	
FORD MUSTANG	19V001	
	15V319	15S21
	16V384	19S01
	17V024	
FORD RANGER	18V046	
	19V001	
	17V787	17S42
	17V788	
	18V022	18S02
	18V023	
	16V384	19S01
	17V024	
	18V046	

	19V001	
LINCOLN MKX	16V384	19S01
	17V024	
	18V046	
	19V001	
LINCOLN ZEPHYR	16V384	19S01
	17V024	
LINCOLN MKZ	16V384	19S01
	17V024	
	18V046	
	19V001	
MERCURY MILAN	16V384	19S01
	17V024	
	18V046	
	19V001	

and who have had an authorized Ford dealership fully perform the necessary service to remedy the Airbag Recall during the Promotion Period (a "Remedied Vehicle"). Employees of Sponsor, SSA Auto Airbag Settlement, LLC, or the Settlement Special Administrator appointed in the litigation entitled In re: Takata Airbag Products Liability Litigation (Economic Loss Track), MDL No. 2599 (S.D. Fla.) (the "SSA"), Merkle Inc., 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. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. Participation constitutes entrant's full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions 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:** Means collectively Ford Motor Company having an address of One American Road, Dearborn, MI 48126 and Predictive Strategies, LLC having an address of 39400 Woodward, Suite 190, Bloomfield Hills, MI 48304. **Administrator:** Means Merkle Inc. having an address of 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on February 15, 2021 at 12:00 a.m. Eastern Time ("ET") and ends on May 15, 2021 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

**4. How to Enter:** During the Promotion Period, visit FixAirbagToWin.com and follow the links and instructions to complete and submit the registration form including first and last name, a valid address (P.O. Boxes are not permitted), a valid email address, your phone number, and your vehicle make, year, model, and Vehicle Identification Number ("VIN"). During the Promotion Period, visit your local authorized Ford dealership and have your recalled airbag inflator(s) fixed. You will receive one (1) entry into the Sweepstakes.

If you request the Sweepstakes URL via text-messaging, you will receive one (1) text message from an automated system in response to your request. **Message and data rates may apply.** Text **STOP** to 89074 to opt out. Text **HELP** for information. Send questions to [questions@helloworldfulfillment.com](mailto:questions@helloworldfulfillment.com). Participating carriers include: All US Carriers. Consent is not required to buy goods and services. To view the Sponsor's Mobile Privacy Policy, visit <https://www.ford.com/help/privacy/> and <http://predictivestrategies.com/california-privacy/>. To view Mobile Terms and Conditions, visit [www.helloworld.com/terms](http://www.helloworld.com/terms).

Limit: Each entrant may receive one (1) Sweepstakes entry per Remedied Vehicle at the dealership 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/or 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 any registration, the authorized account holder of the email address used to register will be deemed to be the 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 the authorized account holder.

**5. Prize Drawings:** Administrator is 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. On or around June 14, 2021, Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period. The potential winners will be notified by email, mail or phone. The potential Grand 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 Waiver and where not prohibited a Publicity Release ("Declaration") which must be received by Administrator within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. Potential First and Second Prize winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within seven (7) days of the date notice or attempted notice is sent, in order to claim their prize.

Once all the Grand Prize, First Prize, and Second Prize consumer winners have been confirmed, the Service Manager, Parts Manager, Service Advisor, and Service Technician that serviced each respective Grand Prize, First Prize, and Second Prize winner's Remedied Vehicle will be notified of their prize by email or phone. To accept their prize, each potential winner will be required to review the Official Rules and complete and return a Declaration of Compliance, Liability and (where not prohibited) a Publicity Release ("Declaration") which must be received by Administrator within seven (7) 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 their prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that a potential Sweepstakes winner is disqualified for any reason or forfeits the prize, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize(s) will remain un-awarded. In the event that a potential dealership prize winner is disqualified for any reason, the applicable prize will go unawarded.

## **6. Prizes:**

**ONE (1) GRAND PRIZE:** Grand Prize winner's choice of either an all-new Ford Bronco or Lincoln Corsair. Sponsor will determine all features of automobile including but not limited to color of exterior and interior, and all other features or upgrades will be allowed only if permitted by delivery dealer and paid for by winner. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner is responsible for title, license, registration, dealer preparation costs, auto insurance and other fees associated with prize. Winner must take delivery of prize from the automobile dealership designated by Sponsor. Approximate Retail Value ("ARV"): \$45,000.

**TAX GROSS UP PAYMENT:** Sponsor will also provide the Grand Prize winner a single cash payment in the form of a corporate check, which is intended to assist the winner with any federal, state, or other tax obligations related to the Grand Prize (the "Tax Gross-Up Payment"). The Tax Gross-Up Payment will be

**\$20,000. The Grand Prize winner's actual tax liabilities related to the Grand Prize could exceed the Tax Gross-Up Payment. The Grand Prize winner is solely responsible for all applicable federal, state, or other tax obligations related to the Grand Prize.** Sponsor will not provide any further assistance toward the winner's tax obligations. Total ARV of Grand Prize: \$65,000.

The Grand Prize winner will be required to agree that Sponsor and/or respective agents will be taking video or photographs and/or otherwise record a virtual interview ("Prize Footage"). Winner agrees that Sponsor shall own the Prize Footage and that Sponsor, and respective designees, assigns and licensees shall have the right to edit, exploit, adapt, distribute, post, create derivative works of, and otherwise use the Prize Footage, in whole or in part, and in combination with other materials, in any manner, for any advertising, promotional, trade, commercial or other purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

**FOUR (4) DEALERSHIP GRAND PRIZES:** The Service Manager, Parts Manager, Service Advisor, and Service Technician that serviced the Grand Prize winner's Remedied Vehicle will each receive a \$3,000 prepaid card. ARV: \$3,000.

**FIFTY (50) FIRST PRIZES:** A \$500 prepaid card. ARV: \$500.

**TWO HUNDRED (200) DEALERSHIP FIRST PRIZES:** The Service Manager, Parts Manager, Service Advisor, and Service Technician that serviced each respective First Prize winner's Remedied Vehicle will each receive a \$250 prepaid card. ARV: \$250.

**ONE HUNDRED (100) SECOND PRIZES:** A \$100 Amazon.com Gift Card Restrictions apply, see [amazon.com/gc-legal](https://amazon.com/gc-legal). ARV: \$100.

**FOUR HUNDRED (400) DEALERSHIP SECOND PRIZES:** The Service Manager, Parts Manager, Service Advisor, and Service Technician that serviced each respective Second Prize winner's Remedied Vehicle will each receive a \$100 prepaid card. ARV: \$100.

**For Each Prepaid Card:** Your use of the prepaid card is governed by the Cardholder Agreement, and some fees may apply. This is not a gift card. Please note that prepaid cards are subject to expiration, so play close attention to the expiration date of the card.

**For All Prizes:** Prizes are non-transferable, 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. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. **Limit:** One (1) prize per person, however there is no limit on the number of prizes each dealership receives. Total ARV of all prizes: \$182,000. Prizes will be fulfilled within approximately 8-10 weeks after the conclusion of the Sweepstakes. The Grand Prize winners will be contacted regarding the fulfillment of the prize within 8-10 weeks of the conclusion of the Sweepstakes and the prize will be fulfilled by the designated dealership as soon as it becomes available.

**7. Release:** By receipt of any prize, winners agree to release and hold harmless Sponsor, SSA Auto Airbag Settlement, LLC, SSA, 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 claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

**8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, Prize Footage, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

**9. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, pandemics (including, without limitation severe acute respiratory syndrome coronavirus 2 or other wide spread illnesses and any governmental actions taken in connection therewith), declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), 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 and may modify 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.

**10. Limitations of Liability:** 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 entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, 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. Dispute Resolution:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Sweepstakes, the Official Rules, or the Administrator's Mobile Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with Administrator, Sponsor or any other Released Parties arising out of, connected to, or in any way related to the Sweepstakes, the Official Rules, or the Administrator's Mobile Terms and Conditions, you will send a written notice to the Administrator ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Administrator's Mobile Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, Administrator, and Sponsor to litigate claims in court and you, Administrator, and Sponsor each agree to waive your respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against Administrator or Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by Administrator and

Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate.

You agree that you will not file a class action or collective action against Administrator or Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Administrator's Mobile Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in the United States District Court for the Southern District of Florida, handling the In re: Takata Airbag Products Liability Litigation (Economic Loss Track), MDL No. 2599 (S.D. Fla.). Under no circumstances do you, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Administrator, and Sponsor in connection with the Sweepstakes, or any claim or dispute that has arisen or may arise between you, Administrator and Sponsor, 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. The place of arbitration shall be Oakland County, Michigan. This arbitration provision shall survive conclusion, modification or termination of the Sweepstakes and suspension, revocation, closure, modification, or amendments to the Official Rules, the Administrator's Mobile Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Sweepstakes.

**12. Entrant's Personal Information:** Information collected from entrants is subject to each Sponsor's Privacy Policy <https://www.ford.com/help/privacy/> and <http://predictivestrategies.com/california-privacy/>.

**13. Winner List:** For a winner list, visit <https://bit.ly/3mvwwbu>. The winner list will be posted after winner confirmation is complete.

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