## **Honda Heroes Awards Program**

## No purchase necessary to enter or win.

- 1. Eligibility: Honda Heroes Awards Program ("Awards Program") is open to legal residents of and located in any of the fifty (50) United States and the District of Columbia, who are 18 or older. Employees of American Honda Motor, Co., Inc. ("Sponsor"), related entities, distributors, affiliates, subsidiaries, advertising and promotion fulfillment agencies, retailers, and their immediate families (parent, child, sibling and 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. Void where prohibited. All applicable federal, state and local laws apply.
- **2. Nomination Period:** Nominations will be accepted between April 25, 2019 at approximately 12:00 PM Eastern Time ("ET") and March 31, 2020 at approximately 4:00 PM ET ("Nomination Period").
- **3. Nominations:** During the Nomination Period, to submit your nomination for the Awards Program log on to <a href="https://hondapowerequipment.wishpond.com/nominate-a-hero/">https://hondapowerequipment.wishpond.com/nominate-a-hero/</a> and fill out the submission form providing all required contact information for you ("Nominator") and your "Honda Hero" nominee ("Nominee"). A "Honda Hero" is defined as a person who performs selfless acts to benefit others using power equipment products. A detailed description of why the Nominee is deserving of the Honda Hero award ("Award") must be submitted in English as an essay of 1000 words or less. Submissions should detail how a Honda power equipment product and \$1,000.00 would help further the Nominee's efforts in the community. Nominator should have the permission of the Nominator to nominate him/her as part of this Awards Program. Self-nominations will be accepted. Nominations may only be submitted in the name of a single person; group nominations are not acceptable. Nominee's community services cannot be done on behalf of or be affiliated with a political and/or religious organization. Nominations are valid for a period of one year. There is no limit on the number of Nominees a Nominator can nominate; however, a Nominator may only nominate any Nominee one (1) time. Multiple nominations received for the same Nominee from a single Nominator will be void. False or deceptive nominations or acts may render a Nominee ineligible. All nominations become the property of Sponsor and will not be returned.

Nomination must be true and verifiable and the original work product of the Nominator. No part of the Nomination may have been previously published, have won previous awards, or infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity.

<u>Prohibited Content</u>: Nomination may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; is obscene or offensive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic endorses any form of hate or hate group; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- defames, misrepresents or contains disparaging remarks about Sponsor, its products or services, or other people or companies;

- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) (with the exception of Sponsor products, trademarks and/or logos) or copyrighted materials (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media) owned by others, without permission, to the extent permission is necessary;
- contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses or materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will with which Sponsor wishes to associate; and/or
- violates any law, rule or regulation.

If the Nomination contains any material or elements that are not owned by the Nominee and/or which are subject to the rights of third parties (e.g., the video was filmed by someone other than the Nominee), the Nominee is responsible for obtaining, prior to submission of the nomination, any and all releases and consents necessary to permit the use and exhibition of the nomination by Sponsor in the manner set forth in these Terms. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any Nominee at any time. Failure to provide such proof, if requested, may render nomination null and void.

- **4. Publicity Grant/Use of Nominations:** By submitting a nomination, participants (both Nominees and Nominators) hereby grant to Sponsor and its designees, successors, licensees and assigns a nonexclusive license to edit, modify, reproduce, distribute, display, perform, create derivative works based upon, or otherwise exploit the nomination and all elements embodied therein, in whole or in part, including, without limitation, their names, cities and states of residence and likenesses, voices, performances, and/or images in any manner, in any and all media, now known or hereafter devised, throughout the world in perpetuity, for advertising, promotional and other purposes, without further compensation, notification or permission. Participants agree that Released Parties (as defined below) are not responsible for any unauthorized use of nominations by third parties. Sponsor has no obligation to make use of the rights granted herein.
- **5. Judging for the Honda Heroes Award:** Approximately every two (2) months, Sponsor will review all eligible nominations received to determine a Honda Hero ("Hero") based on the following judging criteria:
  - 1. Impact/Community Reach- (i.e. How many people are being helped by nominee, geographic area)
  - 2. Story best exemplifies a leader in the community Why the Nominator feels they should be awarded Honda Hero status.

In the event of a tie, an additional, "tie-breaking" judge will determine the Hero. Sponsor reserves the right not provide all awards if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Nominations. Sponsor will not reveal the judging scores for any Nomination. The decisions of the Sponsor and judges will be final and binding.

Non-winning nominations will carry forward into subsequent judging periods, if any. If more than one nomination is received for a particular Nominee, Sponsor, in its sole discretion, may consider any of the

nominations for that Nominee in its judging. Whether a Nominator is identified and which Nominator is identified, if there are multiple nominations for one individual, is in the sole discretion of Sponsor.

Nominees may be contacted to provide additional information and have their information verified. Sponsor reserves the right to conduct research (i.e., review website, and personal social media pages) and/or request and require additional information from nominees in order to have their nomination considered.

**6. Notification and Publication:** Potential Heroes will be notified by phone and/or email and may be required to submit additional information. If, despite reasonable efforts, a potential Hero does not respond within seventy-two (72) hours of the first notification attempt, or if the notification is returned unclaimed or undeliverable, such potential Hero will be disqualified and a runner-up for that judging period may be notified, in Sponsor's sole discretion. Potential Heroes must agree to participate in promotional campaign with Sponsor, which may include photographs and/or in person interviews. For any reason, if a potential Hero declines, such potential Hero will be disqualified and Sponsor reserves the right to select an alternate Hero.

Potential Heroes and their Nominators will be required to execute and return an Affidavit of Eligibility, and a Liability and, unless prohibited, Publicity Release within seven (7) days of date of issuance or Award will be forfeited and, at Sponsor's discretion, a runner-up may be notified. For the avoidance of doubt, the Nominee and not the Nominator will receive the Award.

Potential Heroes may be required to agree to a background check to confirm eligibility and help ensure that providing an Award to any such person or the use of any such person in advertising or publicity will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on Sponsor, as determined by Sponsor in its sole discretion. Sponsor reserves the right to disqualify a potential Hero on the basis of the findings resulting from such background check or if a potential Hero fails to properly authorize and/or provide the required information in connection with such background check.

- **7. Award**: \$1,000.00 check and a Honda power equipment product (TBD). Total Award Approximate Value: \$2,200.00. Taxes on Award is the sole responsibility of the Hero. Award is provided "as is" with no warranty or guarantee, either express or implied. Manufacturer's limited warranty will apply. All costs and expenses associated with Award acceptance and use not specified herein as being provided are the sole responsibility of the Hero. Hero may not substitute, assign or transfer Award, but Sponsor reserves the right, at its sole discretion, to substitute a prize of comparable or greater value. Non-cash portion of Award is not redeemable for cash. All Award details are at Sponsor's sole discretion. Limit one (1) Award per person
- **8. General:** By participating, each participant agrees to release, indemnify, discharge and hold harmless Sponsor, its parent, related entities, distributors, affiliates, subsidiaries, retailers, and advertising and promotion agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from participant's participation in the Award Program or any Award Program-related activity, the acceptance of the Award Program and/or Sponsor's use of the rights granted herein.
- If, for any reason, the Awards Program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes which corrupt or affect the administration, security, fairness, integrity of the entry site, Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the Award Program and, if terminated, at its discretion, select the

potential Hero(s) from all eligible, non-suspect nominations received prior to action taken using the judging procedure outlined above or as otherwise deemed fair and appropriate by Sponsor.

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled nominations, messages, email or mail; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Award Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Award Program, the processing or reviewing of nominations, the announcement of the Awards or in any Award Program-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Award Program. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Award Program. Persons who tamper with or abuse any aspect of the Award Program who act in an unsportsmanlike or disruptive manner or who are in violation of these Terms, as solely determined by Sponsor, will be disqualified and all associated nominations will be void. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE AWARD PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

- **9. Data Collection and Use:** Entry information is owned by Sponsor. You understand you are providing your entry information to the Sponsor. The entry information provided will only be used in the event that entrant is selected as a winner or if the entrant has indicated he/she would like to receive additional information from Sponsor. The Sponsor will not provide any entry information to a third party.
- **10. Request for List of Heroes:** For the list of Heroes (available after April 15, 2020), send an email to: pemarketing@ahm.honda.com, by no later than May 15, 2020.
- 11. Sponsor: American Honda Motor, Co., Inc., 4900 Marconi Drive, Alpharetta, GA 30005.

Any questions, comments or complaints are to be directed to Sponsor.