

# 'Honda Power Equipment Sweepstakes – '12 Days of Giveaways'

## OFFICIAL RULES

### NO PURCHASE NECESSARY TO ENTER OR WIN.

Purchase does not increase chances of winning.

**1. SPONSOR:** The '12 Days of Giveaways' Honda Power Equipment Sweepstakes ("Sweepstakes") is sponsored by American Honda Motor, Co., Inc. ("Sponsor"). Any questions, comments or complaints are to be directed to Sponsor. 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 Sweepstakes winner or if the entrant has indicated he/she would like to receive additional information from Sponsor. Any entrant that has indicated that he/she would like to receive additional information from Sponsor will be contacted by email. The Sponsor will not provide any entry information to a third party. Please review Sponsor's Privacy Policy at <https://www.honda.com/privacy/privacy-policy.pdf>

**2. ELIGIBILITY:** The Sweepstakes is open to legal residents of and located in any of the fifty (50) United States or the District of Columbia (with the exception of Rhode Island). Legal residents of Rhode Island are not eligible. Entrants must be at least eighteen (18) years of age or older at time of entry. Employees of Sponsor, its parent, related entities, distributors, affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, retailers, and their immediate families (spouse and parent, child, sibling 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. This Sweepstakes is void in Rhode Island and where prohibited by law and is subject to applicable federal, state and local laws.

**3. SWEEPSTAKES PERIOD:** The Sweepstakes entry period begins on November 26, 2021 at approximately 12:00 PM Eastern Time ("ET") and ends on December 20, 2021 at approximately 12:00 PM ET ("Sweepstakes Period").

**4. HOW TO ENTER:** During the Sweepstakes Period, entrants can enter the Sweepstakes by (i) entering their contact information at <https://powerequipment.honda.com/promotions/12-days-of-giveaways> ("Website"), and (ii) commenting on the 12 Days of Giveaways post on Facebook or Instagram <https://facebook.com/hondapowerequipment> or <https://www.instagram.com/hondapowerequipment>. All entries must include entrant's first and last name, email address, zip code, phone number and agreement to the Official Rules. Entrants will be limited to (1) one entry per person. Entries in excess of one (1) per person will be void and disqualified. All entries become the property of Sponsor and will not be acknowledged or returned. False or deceptive entries or acts, as determined by Sponsor in its sole discretion, will render the entrant ineligible.

**5. PRIZES:** Grand Prize (1): EU2200i generator. The total approximate retail value ("ARV") of the Grand Prize is \$1,119. First Prize (2): Backpack (ARV: \$119.99 each). Second Prize (2): DIY Maintenance Pack - air filter, spark plug, & oil filter / blades, based on needs of customer's actual model (ARV: \$40.00 each). Third Prize (3): Storage Cover (ARV: \$40 each). Fourth Prize (2): Mini EU22 charger (ARV: \$25.00 each). Fifth Prize (30): Each prize will be a Honda Power equipment promotional item, such as a shirt, jacket, hat, gloves, tumbler, water bottle, or stickers (ARV: \$5-\$50 each). Total ARV of all prizes: \$2056.97. Prizes are non-refundable and cannot be exchanged for cash. If lost, prize will not be replaced. Winners cannot assign or transfer a prize to another person. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. All federal, state and local taxes as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided are the sole responsibility of the winner. All prize details are at Sponsor's sole discretion. Limit one (1) First – Fifth Prize per person.

**6. HOW TO WIN:** Potential First – Fifth Prize winners will be randomly selected daily between December 9 and December 19<sup>h</sup>, 2021 from among all eligible entries received on or before that day. Potential Grand Prize winner will be randomly selected on December 20, 2021 at approximately 12:00 PM ET from among all eligible entries received for the entire Sweepstakes Period. The decisions of the Sponsor will be final and binding and cannot be appealed. Potential winners will be notified by email or phone shortly after the applicable drawing, and must meet all eligibility requirements. A potential winner may be required to execute an affidavit of eligibility, a liability release and, where lawful, a publicity release within four (4) days of initial prize notification. Released Parties are not responsible for fraudulent communications sent to entrants not by Sponsor. If, despite reasonable efforts, a potential winner does not respond within twelve (12) hours of the first notification attempt, does not return all required documentation within the time period specified, or if the prize or prize notification is returned unclaimed or undeliverable to such potential

winner, a potential winner is not in compliance with these Official Rules or declines the prize, prize will be forfeited and, Sponsor may elect, in its sole discretion, to select an alternate winner from among the remaining eligible entries received for that drawing. Released Parties shall not be responsible or liable for its failure to contact potential winners due to undeliverable email message or an inactive or suspended email account or failure to provide a current email address. Entrants should be sure to check their email messages regularly and keep their account updated with their correct contact information so that they will be able to be contacted if selected as a potential winner.

**7. PUBLICITY GRANT:** Except where prohibited, by accepting a prize, each winner consents to Sponsor's and its designees use of winner's name, city and state of residence, photograph or other likeness and prize information, without additional compensation, notification or permission, for advertising, trade and promotional purposes in any and all media, whether now known or hereafter devised, worldwide in perpetuity, except where prohibited by law.

**8. ODDS:** Odds of winning a prize will depend on the number of eligible entries received for the applicable drawing. Nonwinning entries from one drawing will carry forward into subsequent drawings.

**9. GENERAL RULES AND REGULATIONS:** By entering the Sweepstakes, entrants agree to waive any rights to claim ambiguity with the official rules and regulations. Decisions made by Sponsor in relation to this Sweepstakes are final and binding in all matters, including, without limitation, interpretation of these official rules and the awarding of the prizes, and cannot be appealed. Any attempt to deliberately damage the Sweepstakes or operation of the Sweepstakes is unlawful and subject to legal action by Sponsor who may seek damages to the fullest extent permitted by law.

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole determination, to be tampering with the entry process or the operation of the Sweepstakes, or the Website; to be in violation of the terms of use of the Website or to be acting in violation of these Official Rules, or with intent to annoy, abuse, threaten or harass any other person; and all associated entries will be void. Without limitation of the foregoing, any use of software or hardware, including without limitation, a program, mechanism, system, robot, "bot", macro or other artificial device, process or manipulation is strictly prohibited. If a dispute arises regarding who submitted an entry, or if the winning email address does not belong to an individual, but rather to an eligible group, business or organization, the entry will be deemed submitted by the legitimate holder of the email account listed on the entry as determined by Sponsor and such individual must comply with these Official Rules.

**10. CANCELLATION:** Sponsor reserves the right, in its sole discretion, to suspend or cancel or modify the Sweepstakes (or any portion thereof) at any time if a computer virus, bug, malfunction, manipulation or other technical problem, regardless of the cause, affects, compromises, or corrupts the administration, security, or proper play of the Sweepstakes (or any portion thereof). If terminated, Sponsor may, at its sole discretion, award any unawarded prizes at random from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Notice of cancellation will be posted at the Website. SPONSOR SHALL NOT BE OBLIGATED TO AWARD ANY PRIZE THAT RELATES TO OR ARISES OUT OF AN IRREGULAR ENTRY OR IMPROPER OR MISTAKEN PRIZE NOTIFICATION, OPERATION OR FUNCTION OF THIS SWEEPSTAKES. No more than the stated number of prizes in these official rules will be awarded. In addition to the foregoing, if for any reason (including, but not limited to, strikes, lock-outs, acts of God, technical difficulties, and other events not within the reasonable control of Sponsor) Sponsor cannot continue the Sweepstakes, Sponsor may, in its sole discretion, cancel this Sweepstakes or extend the Sweepstakes period.

**12. RELEASE OF LIABILITY, LIMITATION OF LIABILITY:** By participating in the Sweepstakes, entrant agrees that Sponsor, Facebook, Inc., and their respective parent companies, affiliates, subsidiaries, partners, advertising, promotion, fulfillment agencies, and legal advisors, and all of their respective officers, directors and employees, agents, representatives (collectively, "Released Parties") are not responsible for:

a) late, lost, delayed, stolen, inaccurate, damaged, misdirected, incomplete, illegible, unintelligible entries, email, mail, release forms, affidavits, or other communications of any kind;

b) potential winner's unsuccessful efforts to claim any prize;

c) any telephone, electronic, hardware or software program, network, Internet, or computer malfunctions, bugs, viruses, slow-downs, failures, or difficulties of any kind;

- d) failed, incomplete, garbled, or delayed computer transmissions;
  - e) human error, incorrect or inaccurate transcription of entries;
  - f) any condition caused by acts of God or events beyond the reasonable control of the Sponsor that may cause the Sweepstakes to be disrupted or corrupted, however minor;
  - g) any injuries, losses, or damages of any kind, including without limitation, personal injury, death and property damage arising in connection with or as a result of the acceptance, possession, use or mis-use of a prize, or from participation in the Sweepstakes;
  - h) any unauthorized entries or manipulation by a person;
  - i) errors attributable to a malfunctioning prize notice or pop-up window associated with the Sweepstakes;
  - j) any claims based on publicity rights, defamation or invasion of privacy;
  - k) any damage to any entrant's (or any third person's) computer and/or its contents related to or resulting from any part of this Sweepstakes; or
- i) other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes, or in any Sweepstakes-related materials.

IN NO EVENT WILL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR (1) ACCESS TO AND USE OF, OR INABILITY TO ACCESS, THE WEBSITE, (2) DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE WEBSITE, (3) PARTICIPATION IN THE SWEEPSTAKES, OR (4) ACCEPTANCE AND/OR USE OF ANY PRIZE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE, INCLUDING WITHOUT LIMITATION, THE SWEEPSTAKES, ARE PROVIDED "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**13. GOVERNING LAWS:** All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of any contestant and Sponsor, shall be governed by, and construed in accordance with the laws of the State of California. In any action brought to enforce the obligation or right of any party hereunder they consent to personal jurisdiction and venue in any court of appropriate jurisdiction. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision.

**14. RULES ARE BINDING:** Participation in the Sweepstakes constitutes entrant's understanding of and full and unconditional agreement to and acceptance of these official rules. Sponsor reserves the right to disqualify any entrant that Sponsor determines to be in violation of any term contained in these official rules. Sponsor's decision not to enforce a specific provision of these official rules does not constitute a waiver of that provision or of the official rules generally.

**15. WINNERS LIST:** For a winners list, send a request and a self-addressed, stamped envelope to: "Honda Power Equipment Sweepstakes – 12 Days of Giveaways" Winners List to 4900 Marconi Drive, Alpharetta GA 30005. Requests must be received by January 30<sup>th</sup> 2022. The winners' names may be posted on the Website.

**16. SPONSOR:** American Honda Motor Co., 4900 Marconi Drive, Alpharetta GA 30005.

The Sweepstakes is not sponsored, endorsed, or administered by Facebook or Instagram.