

# 'Honda Generators "Get Into The Action" Sweepstakes'

## OFFICIAL RULES

### NO PURCHASE NECESSARY TO ENTER OR WIN.

Purchase does not increase chances of winning.

- 1. SPONSOR:** The 'Honda Generators "Get Into The Action" 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. Information provided by an entrant will be used in accordance with Sponsor's Privacy Policy, available at <https://powerequipment.honda.com/company/privacy-policy/>.
- 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, California, and, except any state where this sweepstakes is prohibited by law). Legal residents of Rhode Island and California are not eligible. Entrants must be at least eighteen (18) years of age or older at time of entry. Employees of 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. This sweepstakes is void in Rhode Island, California and where prohibited by law and is subject to applicable federal, state and local laws.
- 3. SWEEPSTAKES PERIOD:** The sweepstakes entry period begins on March 15, 2022 at approximately 9:00 AM Eastern Standard Time and ends on December 31, 2022 at approximately 4:00 PM Eastern Standard Time ("Sweepstakes Period").
- 4. HOW TO ENTER:** During the Sweepstakes Period, fans may enter the sweepstakes, on 'SUN 'n FUN' marketing material, digital placements, social media platforms, email, print assets and banners displaying a registration link, and Honda Generators on-site display. All entries must include entrant's first and last name, email address, zip code, phone number and agreement to these Official Rules.

Entrants will be limited to (1) entry per person for the entire Sweepstakes Period. Entries in excess of one (1) entry 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. Entrants will have the option to "opt in" to receive subsequent electronic communication from Sponsor. Opting to receive further information is not a requirement for entry in the sweepstakes nor does it increase chances of winning.

### 5. PRIZE:

	Prize	Approx. Retail Value
(1) First Prize:	(1) Honda EU2200i generator	\$1,299.00
	<b>Total Prize Retail Value</b>	<b>\$1,299.00</b>

Prizes are non-refundable and cannot be exchanged for cash or substituted by winners. If lost, prize will not be replaced. Prize cannot be assigned or transferred to another person. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion. All federal, state and local taxes as well as all costs and expenses associated with acceptance and use of any prize are the sole responsibility of the winner. Prize is awarded "as is" with no warranty or guarantee, either expressed or implied. All prize details are at Sponsor's sole discretion.

- 6. HOW TO WIN:** Potential winners will be randomly selected on or before December 31st, 2022 at approximately 4:00 PM Eastern Standard Time from among all eligible entries received. 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 drawing, and must meet all eligibility requirements.
- 7. CLAIMING PRIZES/RELEASES:** Eligibility and all claims made by a potential winner are subject to verification. Sponsor is not responsible for fraudulent communications sent to entrants not by Sponsor. If, despite reasonable efforts, a potential

winner does not respond within seventy-two (72) hours of the first notification attempt, or if the prize or prize notification is returned unclaimed or undeliverable to such potential winner or a potential winner is not in compliance with these Official Rules, such potential winner will forfeit his or her prize and an alternate winner may be selected in Sponsor's sole discretion. Potential winners may be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release within the time period specified in such notification. If and as applicable, a potential winner fails to return such documents within the specified time period, the prize will be deemed forfeited by such the potential winner and, at Sponsor's discretion, an alternate winner may be selected. In the event a potential winner declines the prize, Sponsor may elect, in its sole discretion, to select an alternate winner. 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 he/she must comply with these Official Rules. Sponsor 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. A potential winner, who fails to notify Sponsor with any issue within twelve (12) hours after attempted prize notification, forfeits any right to do so.

**8. ODDS:** Odds of winning the sweepstakes will depend on the number of eligible entries received during the Sweepstakes Period.

**9. 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 and likeness, without additional compensation, notification or permission, for advertising, trade and promotional purposes, in any manner, in all media, whether now known or hereafter devised, in perpetuity, except where prohibited by law.

**10. GENERAL RULES AND REGULATIONS:** By entering the sweepstakes, entrants agree to waive any rights to claim ambiguity with these Official Rules. 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. Sponsor does not make any warranty, representation or guarantee, express or implied, in fact or in law, relative to the use of any prize including, without limitation, quality, merchantability or fitness for a particular purpose. Further, no responsibilities are accepted for any additional expenses, omission, delays, re-routing or acts of any government or authority. 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 (including attorneys' fees) and other remedies 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 entry site; to be in violation of the terms of use of the entry site or to be acting in violation of these Official Rules, or with intent to annoy, abuse, threaten or harass any other person; 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. Sponsor reserves the right, in its sole discretion, to terminate any person's participation in the sweepstakes whom Sponsor suspects has engaged in any manipulation.

**11. CANCELLATION:** Sponsor reserves the right, in its sole discretion, to suspend or cancel or modify the sweepstakes 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. If terminated, Sponsor may, at its discretion, award the 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 entry site. 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, Sun 'n Fun Fly-in, Inc., and their respective officers, directors and employees, agents, representatives, parent companies, affiliates, subsidiaries, partners, advertising, promotion, and fulfillment agencies, and legal advisors and all of their respective officers, directors, employees, representatives and agents (collectively, "Released Parties") are not responsible for and shall not be liable for and will sign a waiver of liability:

- a) late, lost, delayed, damaged, misdirected, incomplete, illegible, unintelligible entries, or lost, misdirected or otherwise undeliverable mail, or postage-due notices, release forms, affidavits or other correspondence;
- 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) 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 functionality of any Fotozap entry mechanism, the announcement of the prizes or in any promotion-related material;
- j) any claims based on publicity rights, defamation or invasion of privacy; or
- 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 promotion.

IN NO EVENT WILL THE 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 ENTRY SITE OR FOTOZAP ENTRY MECHANISM, (2) DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM THE ENTRY SITE OR FOTOZAP ENTRY MECHANISM, (3) PARTICIPATION IN THE SWEEPSTAKES, OR (4) ACCEPTANCE OF ANY PRIZE (INCLUDING ANY INJURY OR HARM RESULTING FROM USE THEREOF). WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE ENTRY SITE, 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. **RULES/WINNERS LIST:** For a copy of these Official Rules and/or the name of the winners, send a request and a self addressed, stamped envelope to: "Honda Generators "Get Into The Action" Sweepstakes" Rules/Winner List to: 4900 Marconi Drive, Alpharetta GA 30005. Requests must be received by December 31, 2022. The Official Rules will be accessible from the entry site during the Sweepstakes Period. The winners' name may be posted on the entry site.

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