

# RULES

## **MERCEDES-BENZ OF BUCKHEAD LUCKY NUMBER GUESS**

### CONDITIONAL PRIZE CONTEST

1. NO PURCHASE NECESSARY. VOID WHERE PROHIBITED. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY.
2. **Eligibility.** Subject to the restrictions below, the We Are The A (the “Contest”) is open to legal residents of Georgia, 18 years of age and older. Employees of Mercedes-Benz of Buckhead (“Sponsor”), Cox Radio Inc. d/b/a Cox Media Group Atlanta, GPP, and other related sponsors and their immediate families may not participate and are not eligible to win. The term “immediate families” includes spouses, grandparents, parents, siblings, children, and grandchildren.
3. **How to Enter.** Contest can be entered in person by completing an Official Entry Form on a designated mobile tablet device at the Mercedes-Benz of Buckhead and/or Cox Media Group booths at various participating Atlanta community events or the Mercedes-Benz of Buckhead Dealership on specific dates and times, beginning 4/20/2019 and ending 11/19/19 (the “Contest Period”). Maximum of one (1) entry per event, per person and per email address. All participating events will be listed at <https://www.buckhead.mercedesdealer.com/> and on the Mercedes-Benz of Buckhead Contest Information pages at [www.971TheRiver.com](http://www.971TheRiver.com), [www.B985.com](http://www.B985.com), [www.KISS1041FM.com](http://www.KISS1041FM.com), and [www.WSBRadio.com](http://www.WSBRadio.com) (collectively, the “Websites”).
4. **Finalist Selection.** On or about November 20, 2019, Sponsor will select ten (10) finalist(s) in a random drawing from among all the eligible register-to-win entries received during the Contest Period. Finalists will be notified by the Sponsor on or about November 20, 2019 at the telephone number and/or email address provided on the finalist’s entry form. In order to claim a prize, potential winner must respond to notification within one (1) business day of notice or attempted notice, and confirm that he/she will be present at the Grand Prize Event taking place on 12/5/19 at the Mercedes-Benz of Buckhead’s The Zone at Lenox Mall (the “Grand Prize Event”). Sponsor’s inability to reach a finalist after a reasonable (as solely determined by Sponsor) effort has been made, the failure of a potential winner to timely respond to a finalist notification, the return of any finalist notification as undeliverable, and/or a finalist’s failure to comply with any term or condition of these Official Rules may, in Sponsor’s sole discretion, result in the finalist’s disqualification and the selection of a substitute finalist by a random drawing from among all remaining eligible entries received during the Contest Period. Sponsor will conduct up to three (3) alternate drawings, after which the finalist position will remain unawarded.
5. **Final Competition.** The ten (10) selected Finalist(s) will be required to attend the Grand Prize Event where they each will have the chance to win the grand prize by attempting to guess the exact predetermined winning number which is on file at Grand Prize Promotions and winner will be announced at the Grand Prize Event. All other contestant entries will be ineligible to win regardless of the accuracy of their guess. If a finalist successfully guesses the exact correct winning number (a representation of the actual total number of Teddy Bears which are on display), that finalist will win the grand prize stated above. There will be a maximum of (1) Grand Prize Winner(s). **If no finalist successfully guesses the predetermined winning number, no grand prize will be awarded.**
6. If there is a grand prize winner, the winner must come to Mercedes-Benz of Buckhead at a mutually agreed date and time at least two (2) weeks prior to delivery of the grand prize.
7. In the event of tie between or among any of the Finalists, the value of the 2-Year Lease Grand Prize (max. value \$20,000.00) will be divided evenly among such tied Finalist(s).

8. Persons who have won another contest or promotion of any kind from Mercedes-Benz of Buckhead within thirty (30) calendar days before the contest are ineligible to win.

9. Prize Description.

One (1) Grand Prize: 2-Year Lease on a 2019 Mercedes-Benz A220 (up to 10,000 miles per year) (max. value \$20,000.00) this is a giveaway for a lease

***Pre-Conditions on Claiming the Car:*** In addition to the requirements identified in these Official Rules, to claim and receive the Grand Prize, potential Grand Prize winner must have a valid driver's license, proof of insurance, pass the credit approval requirements of qualified credit, and execute the lease agreement with and as provided by Sponsor (the "Lease Agreement"). For more information on the Lease Agreement, please contact Sponsor via email, [jgriffith@mercedesofbuckhead.com](mailto:jgriffith@mercedesofbuckhead.com). Customer is responsible for sales and income tax

***Car Exclusions and Terms:*** The Car component of the Grand Prize only covers monthly lease payments and excludes excess mileage (each mile above 20,000 miles is \$0.25/mile), gas, maintenance, license/registration after first year, federal/state taxes, cost of compliant insurance for the duration of the lease, and lease end of charges (e.g., excess mileage, excess wear and tear, unrepaired damages, etc.), any other lender or other charges identified in the Lease Agreement and/or related documents, and all other costs that are not expressly listed in the Grand Prize description and that are incurred in claiming, registering, or using the Car. Sponsor will determine all Car options including, but not limited to, motor, powertrain, suspension, brakes, and exterior and interior colors. The Grand Prize winner will be responsible for all costs associated with any upgrade or options not included in the prize description. Sponsor does not make and is not responsible or liable for any warranty, representation, or guarantee, whether express or implied, in fact or in law, relative to the Car including but not limited to its quality, fitness for any purpose, or mechanical condition. The Car will be delivered solely with the express limited warranties set forth in the Car's Owner's Manual, if any, which warranties will run for the term set forth in the manual. Sponsor reserves the right to extend the delivery date or, in its sole discretion, to substitute another model or another vehicle for any reason whatsoever.

Ten (10) Finalist Prizes: Subject to verification of eligibility and compliance with these Official Rules, each (1) Finalist will receive a Mercedes-Benz jacket (ARV: \$100). Finalists must be present at the "Grand Prize Event" in order to claim the Finalist Prize.

Total ARV of all prizes to be awarded in the Sweepstakes: \$21,000 maximum.

10. Difficulties with getting to locations to enter the contest are not the responsibility of the Released Parties (as defined below).
11. As Grand Prize winner, you will be required to sign a release form before your prize will be awarded. You will be responsible for all applicable title fees, registration fees, and taxes including state, local, and federal and therefore must present a completed W-9 form before claiming your prize.
12. As a Grand Prize winner, you acknowledge that GPP and Mercedes-Benz of Buckhead and Cox Radio Inc. d/b/a Cox Media Group Atlanta have the right to, without further authorization, publicize your name, character likeness, photograph, voice, and the fact that you are a Grand Prize winner for promotional purposes without financial remuneration.
13. There will be no substitution for prizes. Participation in the contest and prizes awarded are non-transferable. Failure to collect the prize constitutes forfeiture of the prize. If forfeited, the prize will remain the property of Mercedes-Benz of Buckhead. Another Grand Prize winner will not be selected.
14. Mercedes-Benz of Buckhead reserves the right to make rule or contest changes without notice at any time. .
15. The decision of Sponsor management in the interpretation of these Official Rules is final. By participating, persons agree to be bound by the decisions of any judges and these Official Rules.

16. If the Grand Prize winner is found in violation of these Official Rules he/she may be required to forfeit his/her prize.
17. BY PARTICIPATING IN THE CONTEST, EACH PARTICIPANT AGREES TO FULLY RELEASE, FOREVER DISCHARGE AND HOLD HARMLESS MERCEDES-BENZ OF BUCKHEAD, COX RADIO INC. D/B/A COX MEDIA GROUP ATLANTA, GPP, AND EACH OF THEIR REPRESENTATIVES, AGENCIES AND EMPLOYEES (TOGETHER, "THE RELEASED PARTIES") FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF THE CONTEST, INCLUDING, BUT NOT LIMITED TO, ANY CLAIMS FOR PERSONAL INJURY, DEATH, OR DAMAGE TO OR LOSS OF PROPERTY, LOSS OF ENJOYMENT, OR ANY OTHER HARM WHATSOEVER ARISING OUT OF: (1) PARTICIPATION IN THE CONTEST; (2) THE QUALITY, RECEIPT, POSSESSION, USE, OR MISUSE OF ANY PRIZE; OR (3) ANY TRAVEL OR ACTIVITY THAT IS RELATED TO THE CONTEST OR ANY PRIZE.
18. Limitations of Liability. BY PARTICIPATING IN THE CONTEST, PARTICIPANTS ACKNOWLEDGE AND AGREE THAT EVERYTHING REGARDING THIS CONTEST, INCLUDING ANY WEBSITE OR THE PRIZE(S), ARE PROVIDED "AS IS" AND THAT SPONSOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, ABOUT THE PRIZE(S) AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. (BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN IMPLIED WARRANTIES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE RELEASED PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW.)

THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING OR PRODUCTION ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR EMPLOYED IN THE CONTEST; (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 CONTEST; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST, THE PROCESSING OF ENTRIES, OR THE NOTIFICATION OF ANY FINALIST OR GRAND PRIZE WINNER; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM A PARTICIPANT'S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE.

19. Mercedes-Benz of Buckhead, Cox Radio Inc. d/b/a Cox Media Group Atlanta, their representatives, agencies and employees, are not responsible for any changes or difficulties in travel or prize delivery.
20. Construction. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.
21. Sponsor. The We Are The A Contest is sponsored by Mercedes-Benz of Buckhead. The decisions of Sponsor regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials or announcements relating to the Contest. For a list of winners (available after December 13, 2019) or a copy of these Official Rules, visit [mercedesofbuckhead.com](http://mercedesofbuckhead.com) or send a self-addressed, stamped envelope to "Winners List/Official Rules" (as applicable), 2799 Piedmont Rd NE, Atlanta GA 30305 Contest, 2799 Piedmont Rd NE, Atlanta Ga 30305. If you have any questions regarding this Contest, please contact Jewels Griffith, [jgriffith@mercedesofbuckhead.com](mailto:jgriffith@mercedesofbuckhead.com).