## Domino's ® Electric Delivery Giveaway Official Rules

## NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Domino's Electric Delivery Giveaway (the "Sweepstakes") is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. Employees, officers, and representatives of Domino's Pizza LLC, Domino's National Advertising Fund Inc. ("Sponsor"), Domino's independent franchisees, Merkle Inc. ("Administrator"), ACME GRAPHICS, LLC, promotional agencies as well as the immediate family (spouse, parents, siblings, and children) and household members of each such employee, officer, and representatives, whether or not related, are not eligible. Additionally, GM and Enterprise Fleet Management Employees and their immediate family and household members are also not eligible to participate or win. 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:** Domino's National Advertising Fund Inc., 30 Frank Lloyd Wright Drive, Ann Arbor, MI 48106. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

**3. Timing:** The Sweepstakes begins on November 21, 2022 at the start of business hours and ends on March 12, 2023 at end of business hours (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Sweepstakes. **General Motors Corporation is not a Sponsor of this Sweepstakes.** 

## 4. How to Enter: There are two ways to enter:

A. <u>Make an Online Delivery Order</u>: During the Promotion Period, using Dominos.com or the Domino's mobile app to place an online delivery order (herein "Qualified Purchase") at any Domino's location.

You will automatically receive one (1) Sweepstakes entry when you make a Qualifying Purchase (up to the entry limit listed below), unless you choose to opt-out of the Sweepstakes. You can do this by following the directions in your email confirmation from your order or by visiting www.dominos.com/evfleet to submit your opt out request. You are only required to opt-out one time.

**B.** <u>Enter by Mail</u>: During the Promotion Period, participate without making an online delivery purchase by printing your name, home mailing address, valid email address, and date of birth on a piece of paper and mailing it with proper postage to "Domino's Electric Delivery Giveaway," c/o Merkle, Inc., P.O. Box 5011, Department 855445, Kalamazoo, MI 49003-5011. Requests that are photocopied, computer-generated or otherwise mechanically or digitally produced or reproduced, or that otherwise fail to comply with these Official Rules will NOT be honored, acknowledged or returned, and the persons submitting such requests will not receive a Sweepstakes entry. Limit: One (1) Sweepstakes entry request per envelope. All mail-in requests must be postmarked by March 13, 2023 and received by March 20, 2023. All mail-in requests become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending will not be deemed to be proof of receipt by Sponsor. Released Parties (as defined below) are not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due requests; all of which will be disqualified.

Limit: Entrants may receive up fifteen (15) entries during the Promotion Period by any combination of entry methods. Multiple entrants are not permitted to share the same email address. Use of any automated system to participate is prohibited and will result in disqualification. Released Parties are not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected mail; all of which will be disqualified. In the event of a dispute as to any Sweepstakes entry, the authorized account holder of the email address used to enter will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service

provider, Internet service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. The potential winner may be required to show proof of being the authorized account holder.

**5. Prize Drawing & Winner Notification:** Administrator is an independent judging organization whose decisions as to the administration and operation of the Sweepstakes drawing and the selection of the potential winner are final and binding. Administrator will randomly select the potential Sweepstakes winner from all eligible entries received during the Promotion Period, on or around March 21, 2023. Administrator will notify the potential winner by email. Potential winner (parent or legal guardian if winner is a minor in their 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 five (5) days of the date notice or attempted notice is sent, in order to claim the prize. Winner will receive an IRS Form 1099 reporting the value of the prize. If a potential winner of a prize cannot be contacted, fails to provide any requested information within the required time period, or the prize is returned as undeliverable, the potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. Odds of winning the Grand Prize depend on the number of eligible entries received during the Promotion Period. In the event that the potential winner forfeits the prize or is disqualified for any reason, the prize will be awarded. 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 will remain un-awarded.

6. Prize: ONE (1) GRAND PRIZE: A white 2023 Chevrolet Bolt EV (2LT) (manufacturer's retail price of \$30,045), and a check for \$15,020 that winner may be used for a charging station, installation of a charging station and income tax associated with acceptance of this prize. Sponsor will determine all features of automobile including but not limited to the color of exterior and interior of the vehicle. Winner must be a licensed driver and will be required to provide proof of insurance at time of delivery. Sponsor will pay for sales tax, but winner is responsible for title, license, registration, auto insurance and other fees associated with use of this prize. Prize will be available for pick up at a dealership selected by Sponsor (will be reasonably located near winner) within approximately 8-15 weeks after the conclusion of the Sweepstakes, subject to supply chain and manufacturing issues. Approximate Retail Value of the prize ("ARV"): \$45,065. Sponsor and its agents may take photos of winner with the Chevrolet Bolt EV ("Photos), either at the time of delivery or a mutually agreed upon time after delivery. Sponsor will own these Photos and shall have the right to edit, exploit, adapt, distribute, post, create derivative works of, and otherwise use the Photos, 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 from winner or any third party, except where prohibited by law.

No cash or other substitution, assignment or transfer of any prizes permitted, except by Sponsor, who reserves the right to substitute a prize or prize component with cash or another prize of comparable or greater value. Winners are responsible for all federal, state, and local taxes and fees associated with prize receipt and/or use. Prizes will be awarded "as is" with no warranty or guarantee, either express or implied offered by Sponsor. All prize details are at Sponsor's sole discretion.

**7. Publicity:** Except where prohibited, acceptance of the prize constitutes winner's consent to Sponsor's use of winner's name, likeness, Photos, voice, opinions, biographical information, hometown, and state for advertising and promotional purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

8. General Conditions: Sponsor reserves the right to cancel or modify the Sweepstakes if fraud, technical failures, human error or any other factor impairs the integrity of the Sweepstakes, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award unawarded the prize in a fair random manner that will be determined by Sponsor in its sole discretion. 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 damage any website or undermine the legitimate operation of the Sweepstakes is 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.

**9. Release:** By participating, each entrant agrees to release and hold harmless Sponsor, Domino's Pizza LLC, Domino's independent franchisees, General Motors Corporation, Administrator, and any promotional partners, each of their parent, subsidiary, affiliate, and related companies, and each of its and their respective officers, directors, employees, and agents (collectively the "Released Parties") from and against any losses, damages, rights, claim, or cause of action of any kind arising, in whole or in part, directly or indirectly, out of participation in the Sweepstakes or resulting directly or indirectly, from acceptance, possession, use, or misuse of any prize awarded in connection with the Sweepstakes, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy.

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) 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 Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of orders, mail-in requests, or prize claims, the announcement of the prize or in any Sweepstakes-related materials; or (5) 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, and/or the receipt, or use 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, 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. Disputes: Entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Sweepstakes or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (ii) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, 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 (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

**12.** Entrant's Personal Information: Information collected from entrants is subject to the <u>Sponsor's</u> <u>Privacy Policy</u>.

**13**. **Winner List:** For a winner list, click <u>HERE</u>. The winner list will be posted after winner confirmation is complete.

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