

# OAK MOTORS - 2018 DRIVE A WINNER CONTEST- OFFICIAL RULES

THE ODDS OF WINNING EACH CONTEST PERIOD ARE SOLELY DEPENDENT ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED. ONE WINNER WILL BE DRAWN FOR EACH MONTHLY CONTEST PERIOD AND ONE WINNER WILL BE DRAWN FOR THE ANNUAL CONTEST PERIOD AS DEFINED BELOW.

- 1. How to Enter the Monthly Contest:** Any current customer of Oak Motors ("Oak") or the Indiana Finance Company/Indiana Finance Financial Corporation ("IFC") that is in good standing is eligible. Good standing is defined as being current on their account(s) with Oak and/or IFC, including any service or other side notes outstanding. Additionally, in order to be eligible for the Monthly Contest, all payments on an Oak or IFC account must be made in a recurring fashion, via ACH, debit card, or credit card, through IFC's Portal Pay application. Any customer that is current on their contractual payments and on recurring payments at the end of a month in which the Monthly Contest is active (January, February, March, April, May, June, July, August, September, October, and November 2018) will receive an entry to the Contest. Any customer who is paid ahead on their contract with Oak or IFC in a Contest month in 2018 will also receive an entry to the contest for that month.
- 2. How to Enter the Annual Contest:** For the Annual Contest Period (as defined below) all Monthly Contest Entries that do not win a Monthly Contest Period (as defined below) will be retained and entered into the Annual "Drive a Winner" Contest that will be awarded on or after January 4, 2019. For example, an Oak or IFC customer who had eleven monthly entries for each Monthly Contest Period (and did not win a Monthly Contest Prize) and was current, in good standing, and on recurring payments in December of 2018 would receive twelve (12) entries into the Annual "Drive a Winner" Contest. All eligible entries received between January 1, 2018 and December 31, 2018, will be entered into the Annual "Drive a Winner" Contest.
- 3. Contest Periods:** The Contest will have eleven monthly (11) periods and one (1) annual periods. The first Monthly Contest Period begins at 12:01 a.m. (eastern time) on January 1, 2018 and will end on January 31, 2018. The second Contest Period begins on February 1, 2018, and ends on February 28, 2018. Each subsequent Monthly Contest Period will begin on the first (1<sup>st</sup>) of the month following the expiration of the previous Monthly Contest Period, and will end on that last day of the current Contest Period month at 11:59 p.m. The last Monthly Contest Period for the Oak Motors 2018 "Drive a Winner" Contest will begin on November 1, 2018, at 12:01 a.m. (eastern time), and will end on November 30, 2018, at 11:59 p.m. (eastern time). The Annual Contest Period begins on January 1, 2018, at 12:01 a.m. (eastern time) and ends on December 31, 2018, at 11:59 p.m. (eastern time). All Monthly Contest entries that do not win a Monthly Contest Prize will be retained and entered into the Annual "Drive a Winner" Contest. One (1) winner will be drawn for each Monthly Contest Period, one per month, and one (1) winner will be drawn for the Annual Contest Period. All entries are limited to the entry rules.

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- 4. Eligibility:** The Contest is only open to current customers of Oak Motors or IFC who are in good standing and on recurring payments. No cash will be awarded under any circumstance.
- 5. Monthly Contest Prize:** The Monthly Contest Prize consists of Oak Motors making the equivalent of one (1) month contractual payments on the winner's contract for the month following the Monthly Contest Period, provided however that the Monthly Contest Prize winner is in good standing with Oak and/or IFC and the Monthly Contest Prize winner is current on his/her/their contract/agreement(s) with Oak and/or IFC. Should the Monthly Contest Prize winner not be current on his/her/their contract/agreement with Oak and/or IFC, Oak and/or IFC will give the Monthly Contest Prize winner an opportunity to bring his/her/their contract/agreement(s) with Oak and/or IFC current. Should the Monthly Contest Prize winner fail to bring his/her/their contract/agreement(s) with Oak and/or IFC current within five (5) days of the Monthly Contest Prize being awarded, they will forfeit the Monthly Contest Prize. A new Monthly Contest Prize winner will then be drawn from the eligible entries, as defined herein. If the winner is on a monthly payment cycle, Oak Motors will make one (1) contractual payment. If the winner is semi-monthly or bi-weekly, Oak Motors will make two (2) contractual payments. If the contest winner is weekly, Oak Motors will make four (4) contractual payments.
- 6. Annual Contest Prize:** The Annual Contest Prize consists of Oak Motors paying in full the contractual balance of the Annual Contest Prize winner, provided however that the Annual Contest Prize winner is in good standing with Oak and/or IFC and the Annual Contest Prize winner is current on his/her/their contract/agreement/side notes with Oak and/or IFC. Additionally, should the Annual Contest Prize winner have side note(s) outstanding with IFC, Oak Motors will pay off the side note(s), leaving a balance on the contract equal to the amount of side note(s) outstanding. The Annual Contest Prize winner will be given the option of paying any side note(s) in full prior to being awarded the Annual Contest Prize. Additionally, should the Annual Contest Prize winner not be current on his/her/their contract/agreement/side notes with Oak and/or IFC, Oak and/or IFC will give the Annual Contest Prize winner an opportunity to bring his/her/their contract/agreement with Oak and/or IFC current. Should the Annual Contest Prize winner fail to bring his/her/their contract/agreement with Oak and/or IFC current within five (5) days of the Annual Contest Prize being awarded, they will forfeit the Annual Contest Prize. A new Annual Contest Prize winner will then be drawn from the eligible entries, as defined herein. The Annual Contest Prize winner will be solely responsible for any federal, state, or local taxes or fees that are incurred as a result of winning the Annual Contest Prize. In order to accept the Annual Contest Prize, the Annual Contest Winner(s) will be required to complete a Federal W-9 form. By accepting the Annual Contest Prize, the Annual Contest Prize winner hereby agrees to indemnify and hold harmless Sponsor, its affiliates, and all respective officers, directors, employees, representatives and agents, from any such federal, state, or local taxes or fees that are incurred as a result of winning the Annual Contest Prize.
- 7. Limitation of Liability:** By entering the "Drive a Winner Contest", all entrants agree to these Official Rules. Winners agree that (except where prohibited) Sponsor may use

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winner's name, picture, likeness and voice for advertising and promotional purposes without further compensation. Failure to allow Sponsor to capture winner's likeness will result in forfeiture of winner's prize. Sponsor, its promotional and advertising agencies, and all respective officers, directors, employees, representatives and agents shall have no liability and shall be held harmless by winners and guests for any damage, loss or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance or use of a prize or participation in this Contest. Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees. Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend part or all of this Contest should virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor corrupt or impair the administration, security, fairness or proper play of the Contest. In such event, Sponsor may award prizes in a random drawing from all eligible entries received up to the date of cancellation or suspension. Sponsor and its promotion and advertising agencies are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled or delayed computer transmissions, whether caused by Sponsor, entrants or by any of the equipment or programming associated with or utilized in the promotion or by any technical or human error which may occur in the processing of submissions which may damage a user's system or limit a participant's ability to participate in the promotion. Sponsor may prohibit an entrant from participating in the Contest or winning the prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, or threaten any other entrants or Sponsor representatives. Contest void where prohibited and subject to federal, state and local laws. Sponsor may modify the Contest at any time at its sole discretion.

**CAUTION -- ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**

**Winner Information:** The winner for each Monthly Contest Period and the Annual Contest Period will be posted on the Oak Motors website at [www.oakmotors.com](http://www.oakmotors.com) and on the Oak Motors Facebook Page at [www.facebook.com/oakmotors](http://www.facebook.com/oakmotors) no later than 30 days after the prize drawing.

Contest sponsored by:

Oak Motors, Inc.  
P.O. Box 1236  
Anderson, IN 46015