

## The 2022 Permobil SpeedControl Dial Sweepstakes #2 (the "Sweepstakes")

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

**This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the fifty (50) United States, the District of Columbia or in Puerto Rico.**

#### **1. DATES OF SWEEPSTAKES**

Sweepstakes begins at 3:00pm Central Time ("CT") on June 29, 2022 and ends at 3:00pm CT on June 30, 2022 (the "Sweepstakes Period").

#### **2. ELIGIBILITY**

Sweepstakes is open only to legal residents of the fifty (50) United States, the District of Columbia or Puerto Rico, who are eighteen (18) years of age or older as of the date of entry (the "Entrant"). Void outside of the fifty (50) United States, the District of Columbia or Puerto Rico, and where prohibited, taxed or restricted by law. Officers, directors, managers, and employees of Permobil, Inc. (the "Sponsor"), and each of its respective parents, subsidiaries, affiliates and related companies and their respective advertising and promotion agencies, consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Sweepstakes (collectively the "Sweepstakes Entities") are not eligible to participate. "Immediate family member" shall be deemed to mean husband, wife, children, mother, father, sister, sister-in-law, brother or brother-in-law. Sweepstakes may only be entered in or from the fifty (50) United States, the District of Columbia or Puerto Rico, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply. If you have won a prize in another Permobil sweepstakes within 30 days of this Sweepstakes Period commencing, you are ineligible to enter this Sweepstakes.

#### **3. HOW TO ENTER.**

There are two (2) methods of entry. Both methods of entry provide Entrant the same opportunity to win a prize. The methods of entry are as follows:

First method: Entrant must 1) Follow Permobil USA Facebook or Instagram accounts; 2) Comment on a Permobil Sweepstakes post within 24 hours of that post's publication on either account; and 3) Submit the form located on the Sweepstakes landing page (<https://hub.permobil.com/speedcontrol-dial-giveaway>) during the Sweepstakes Period to receive one (1) entry into the Sweepstakes.

Entrant is limited to one (1) entry per Entrant . Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities, and/or any other methods will void that Entrant's entry and that Entrant may be disqualified from the Sweepstakes. Entries submitted by anyone other than the Entrant are void. In case of dispute as to the identity of any Entrant, entry will be declared made by the registered name and address on such entry. Any potential prize winner may be requested to provide Permobil, Inc. ("Sponsor") with proof that such person is the prize winner.

Second method: Send a postcard via the United States Postal Service with your name, address, telephone number, e-mail address, and SmartDrive MX2+ serial number to: 2022 Permobil SpeedControl Sweepstakes #1, Attn: Permobil Americas Marketing, Permobil, Inc., 300 Duke Dr., Lebanon TN 37090. The postcard must be postmarked during the Sweepstakes Period and received prior to the last random drawing, as described in Section 4 below

Neither Sponsor nor any Sweepstakes Entity is responsible for any entry that is lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor or Sweepstakes Entity.

#### **4. DRAWING/ODDS**

On or about June 29, 2022, a video will be posted, and entries will be accepted for 24 hours. Potential prize winners will be selected in a random drawing from eligible entries received by the Sponsor. The drawing will occur approximately 48 hours after the video is first posted. Odds of winning depend on the number of eligible entries received for the Sweepstakes. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which will be final and binding in all matters relating to the Sweepstakes.

#### **5. PRIZES**

[10] SpeedControl Dial for SmartDrive. Total approximate retail value ("ARV") of all prizes is \$2,290 USD.

#### **6. PRIZE RESTRICTIONS**

Limit of one (1) prize per person/household. All prizes are non-transferable or assigned and no substitutions or cash redemptions; except at Sponsor's sole discretion or as otherwise provided herein. Sponsor will not replace any lost or stolen prizes. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. Each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed on his/her income. No more than the stated number of prizes set forth in these Official Rules will be awarded. Potential prize winners consent to the use of his/her name, likeness, biographical information, and voice in advertising worldwide without additional compensation (TN residents will not be required to sign a Publicity Release as a condition of winning a prize).

#### **7. NOTIFICATIONS/CLAIMS**

Winners will be notified by email or direct message via social media. Winners will be required to sign and return (except where prohibited) a Liability/Publicity Release and a W-9 tax form (the "Paperwork") and pick up prize in person at Sponsor's facility located at 300 Duke Dr., Lebanon Tennessee 37090. If the potential winner fails to return the is found to be ineligible, or if he/she does not comply with the Official Rules or he/she fails to pick up prize in person, such potential winner and his/her entry will be disqualified and another potential winner will be selected from the remaining eligible entries received. If the Notification is returned as undeliverable, this will result in disqualification and an alternate winner will be selected from all remaining eligible entries.

The value associated with the prize may be taxable as income and the prize winner is solely responsible for any taxes, including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the prize. The Sponsor may report the value of the prize to the Internal Revenue Service in the year the prize is received by the winner and will be reported to the winner and the Internal Revenue Service in the form of a Form 1099.

No compensation will be provided for any prizes that are not able to be awarded to a winner.

## **8. CONDITIONS**

This Sweepstakes is conducted in English. In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules and the English abbreviation rules or other statements contained in any Sweepstakes-related materials, including, but not limited to: any entry form, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control. All federal, state and local taxes are the sole responsibility of the prize winners. By participating in this Sweepstakes, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Sweepstakes any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. By participating in this Sweepstakes, Entrants, and prize winners release the Sponsor and each and all of the Sweepstakes Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. All Sweepstakes materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor. In the event any portion of this Sweepstakes is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes or this Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Sweepstakes. Winning a prize constitutes permission for Sponsor and its agencies to use prize winners' names, addresses (city & state), voices and/or likenesses for purposes of advertising, promotion and publicity, for this Sweepstakes only, without further compensation, unless prohibited by law. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date to award prizes. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT

TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

#### **9. NO LIABILITY**

By participating, Entrants and prize winners agree to release, discharge, indemnify and hold harmless the Sponsor, the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any claims made by any Entrant, prize winner, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of a prize or participation in any promotion related activity or participation in this Sweepstakes.

#### **10. USE OF DATA**

Sponsor will be collecting personal data about Entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://privacy.permobil.com/>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

#### **11. WINNERS LIST**

To obtain a list of winners send a self-addressed, stamped envelope to be received by December 31, 2022 to: 2022 Permobil Apple Watch Sweepstakes, Attn: Permobil Americas Marketing, Permobil, Inc., 300 Duke Dr., Lebanon TN 37090.

#### **12. SPONSOR**

Permobil, Inc., Lebanon, TN.

This Sweepstakes shall not be published without the written permission of the Sponsor.