## Taj Wah Wah Vroom Sweepstakes ("Sweepstakes") OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER AT THE TIME OF ENTRY. DO NOT ENTER IF YOU ARE NOT LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.

- 1. ELIGIBILITY: Open to legal residents of the 50 United States and the District of Columbia who are 18 years of age and older and the age of majority in their state of residence (19 in Alabama and Nebraska). The following individuals are not eligible to enter or win a prize: employees, contractors, directors, and officers of MIKADO Marketing ("Sponsor"), Unilever US, Inc., its parent, subsidiary and affiliated companies, and the web design, advertising, fulfillment, legal, judging, administrative, and sweepstakes agencies involved in the administration, development, fulfillment, and execution of this Sweepstakes (collectively, "Sweepstakes Parties"), and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or "step" of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes). Void where prohibited.
- 2. SWEEPSTAKES PERIOD: Sweepstakes begins on October 16, 2017 at 12:00:00 a.m. Eastern Time ("ET") and ends on December 31, 2017 at 11:59:59 p.m. ET (the "Sweepstakes Period"). The Sweepstakes Period is divided into Weekly Entry Periods as set forth in more detail in Section 4 below. The Website server is the official clock for this Sweepstakes.
- 3. **TO ENTER:** During the Sweepstakes Period, visit <u>http://www.india.com/wahwahvroom</u> (the "Website") and complete the online entry form to receive one (1) entry into the Sweepstakes.

Important Notice: If you visit the Website via your wireless device, standard data charges will apply. Please consult your data rate plan regarding pricing for data.

## Limit one (1) entry per person/email address per day. For purposes of this Sweepstakes, a "day" begins at 12:00:00 a.m. ET and ends at 11:59:59 p.m. ET. Automated methods of entry are prohibited and any use of automated devices will cause disqualification.

Enter using only an email address account registered in your name. In the event of a dispute regarding the identity of the entrant, the natural person associated with the email account provided with the entry will be considered the entrant. Entrants may not enter with multiple email addresses above the stated limit, nor may entrants use any other device or artifice to enter as multiple entrants. Any entrant who attempts to enter with multiple email addresses or uses any device or artifice including robotic, repetitive, automatic, programmed or similar entry methods or agents to enter multiple times above the stated limit during the Sweepstakes Period will be disqualified and forfeits any and all prizes won, at Sponsor's sole discretion. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. By participating, entrants agree to abide by and be bound by these Official Rules and the Sponsor's decisions.

Information submitted in connection with this Sweepstakes is governed by the following Privacy Policy: <u>www.unileverprivacypolicy.com</u>. For your entry to be valid, you must complete and submit all required information.

4. DRAWINGS AND ODDS OF WINNING: Eleven (11) potential weekly winners (once verified, "Weekly Winners") will be randomly selected in each of the eleven (11) drawings (one (1) per Weekly Entry Period as defined below) from all eligible entries received for the corresponding Weekly Entry Period (and all previous Weekly Entry Periods) on or about the Weekly Drawing Date (per chart below). All Weekly Entry Periods consist of seven (7) consecutive twenty-four hour days. Odds of winning a Weekly Prize depend on the number of eligible entries received during the corresponding Weekly Entry Period and all previous Weekly Entry Periods. Non-winning entries WILL be carried over into subsequent Weekly Entry Period drawings.

The potential Grand and First Prize winners will be randomly selected on or about January 3, 2018 from all eligible entries received for the entire Sweepstakes Period. The odds of winning a Grand or First Prize depend on the number of eligible entries received throughout the Sweepstakes Period.

Weekly Entry Period	Start/End Dates for each Weekly Entry Period (each beginning at 12:00:00 am ET and ending at 11:59:59 pm ET)	Weekly Drawing Dates (on or about)
1	10/16/17 – 10/22/17	10/25/17
2	10/23/17-10/29/17	11/1/17
3	10/30/17-11/5/17	11/8/17
4	11/6/17-11/12/17	11/15/17
5	11/13/17-11/19/17	11/22/17
6	11/20/17-11/26/17	11/29/17
7	11/27/17-12/3/17	12/6/17
8	12/4/17-12/10/17	12/13/17
9	12/11/17-12/17/17	12/20/17
10	12/18/17-12/24/17	12/27/17
11	12/25/17-12/31/17	1/3/18

## 5. PRIZES AND APPROXIMATE RETAIL VALUES ("ARVs"):

One (1) Grand Prize: 2017 Ford Fiesta S Sedan, ARV: \$15,000.

**One (1) First Prize:** A trip for the verified First Prize winner and one (1) verified guest ("Guest") to Delhi, India for 2 nights/3 days.

<u>Trip includes</u>: Round-trip coach class air transportation for Winner and Guest from a major airport near Winner's residence to Delhi, India, and three (3) days/two (2) nights' hotel accommodations (one standard room; double occupancy). **ARV: \$5,000.** 

Eleven (11) Weekly Prizes (one (1) per Weekly Entry Period): 2017 1 oz Gold American Eagle BU. ARV: \$1,500 each.

Total ARV of all prizes in the Sweepstakes: \$36,500.

PRIZE RESTRICTIONS: Limit one (1) Weekly Prize per person/household. Weekly Winners remain eligible for the Grand Prize and First Prize. An entrant may receive either the Grand Prize or the First Prize, but not both. Prizes are non-transferable and no cash redemption or prize substitution permitted, except at the sole discretion of the Sponsor. If any prize, or any portion thereof, cannot be awarded for any reason, the Sponsor reserves the right in its sole discretion to substitute the prize (or a portion thereof) in whole or in part with a prize of equal or greater value. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner.

For Grand Prize: Grand Prize winner is subject to verification (once verified, "Grand Prize Winner"). Grand Prize Winner must present a current valid driver's license from his/ her state or place of residence in the 50 US/DC and proof of insurance prior to taking possession of vehicle; failure to present or show valid documents may result in prize forfeiture and selection of an alternate potential winner. Grand Prize Winner is solely responsible for optional equipment, title, applicable taxes, destination charges, license, registration, insurance, registration, and other fees and expenses associated with the automobile, including any travel or transportation costs associated with collecting the vehicle. All costs not expressly stated in these Official Rules as being awarded are the sole responsibility of the Grand Prize Winner. Grand Prize Winner will be provided instruction to obtain his/her vehicle at a Ford dealership near Grand Prize Winner's residence to be determined by Sponsor in its sole discretion. Grand Prize Winner must take delivery of vehicle at the location designated by Sponsor within thirty (30) days of notification that dealership has received the vehicle. The vehicle will be awarded in "as-is" condition, subject to any warranty provided by Ford Motor Company. Vehicle will be delivered with standard equipment, as described above, and any accessories, upgrades, and options are not included and will only be added at the sole expense of the Grand Prize Winner. Color, package, factory options, and other Grand Prize specifics to be determined by Sponsor and are subject to availability. Sponsor does not make, nor in any manner is responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Grand Prize vehicle including but not limited to its quality, fitness for a particular purpose, or mechanical condition.

**For First Prize:** First Prize winner is subject to verification (once verified, "First Prize Winner"). Actual value of First Prize may vary depending on First Prize Winner's point of travel origin, airfare, and hotel fluctuations. Any difference between the stated ARV and actual value will not be awarded. Airport, airline, and hotel accommodations will be determined by the Sponsor. Travel and accommodations are subject to availability and restrictions, including blackout dates. First Prize Winner and Guest must complete travel by 12/31/18. Booking must be made up to 30 days before travel. Exact travel dates are subject to availability and approval by Sponsor. No changes can be made to any trip element once it is booked/reserved. If First Prize Winner is unable to travel before 12/31/18, as determined by Sponsor, First Prize will be forfeited, and an alternate potential winner may be selected.

First Prize Winner will be required to provide a credit card at time of hotel/lodging checkin to cover hotel/lodging incidentals. Guest must be eighteen (18) years of age or older and of the age of majority in his/her state of residence (19 in Alabama and Nebraska) at the time of verification. First Prize Winner and Guest must travel on the same itinerary on the travel dates scheduled, comply with all security requirements for travel and are solely responsible for obtaining all necessary travel documents prior to departure date for travel (e.g., valid passport/visas). First Prize Winner and Guest are responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that Sponsor has not nor will obtain or provide travel insurance or any other form of insurance. First Prize Winner and Guest must sign and return a release of liability/ publicity before travel is booked.

Once Guest is selected, he/she may not be substituted. Travel arrangements are subject to availability and must be round trip. Flight itinerary may include one or more stops and/ or layovers. All airfare, luggage fees, hotel, meals, ground transportation, gratuities, excursions fees, visas, passports, alcoholic beverages, and any other incidental costs or other expenses associated with the First Prize and not specifically set forth herein are the sole responsibility of First Prize Winner and Guest. Airline tickets are non-refundable/nontransferable and are not valid for upgrades and/or frequent flyer miles. Airline tickets are subject to flight variations, work stoppages, and schedule or route changes. Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omission whatsoever by the air carriers, hotels, transportation companies, prize providers or any other persons providing any First Prize related services or accommodations. No refund or compensation will be made in the event of the cancellation or delay of any flight. Sponsor shall not be liable for any loss or damage to baggage. Additional First Prize details and travel information to be provided to the First Prize Winner at the time of notification. Lost, stolen, or damaged airline tickets will not be replaced or exchanged.

All First Prize details are at Sponsor's sole discretion. Sponsor and/or its prize providers have the right, at their sole discretion, to disqualify and remove the First Prize Winner and/or Guest from any activity at any time without compensation if the First Prize Winner and/or Guest's behavior at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of Sponsor, or their prize providers, and in such a case, First Prize Winner will still be solely responsible for all taxes and other expenses relating to the First Prize. Sponsor shall not be responsible for any damage to property (including hotel or travel accommodations arranged by the Sponsor) caused by the First Prize Winner and/or Guest's behavior. First Prize Winner and Guest participation in any or all activities on the First Prize trip is voluntary.

**For Weekly Prize:** Contains 1 troy oz actual gold weight and its purity is .9167 fine Gold manufactured by the United States Mint and has a diameter of 32.7 mm and thickness of 2.87 mm. Any difference between the stated ARV and actual value will not be awarded.

 WINNER NOTIFICATIONS AND PRIZE CLAIMS: Winners are subject to verification, including verification of age.

Potential Winners will be sent via traceable mail/email an Affidavit of Eligibility/Liability Release, and where lawful, a Publicity Release, and an IRS W-9 tax form, and will be required to complete, sign, notarize, and return required documents via traceable mail/ email within seven (7) business days.

Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of entrants. If a prize notification or prize is unclaimed, or returned as undeliverable, if any prize correspondence is not returned within the required time period, or, if a potential winner is found not to be eligible or in non-compliance with these Official Rules, his/her prize will be forfeited. Unclaimed prizes will not be awarded.

<u>Taxes</u>: Prize winners are solely responsible for any taxes on a prize, and will be issued an IRS Form 1099 reporting the value of the prize won. Potential winners will be required to complete a W-9 Tax Form and will be required to furnish his or her social security number for the sole purpose of preparation of any tax forms as required by law.

Prizes: Weekly Prizes will be shipped within 4-6 weeks of verification.

7. GENERAL CONDITIONS: INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, at its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes. In the event of cancellation, Sponsor will randomly award the prizes in a drawing from among all eligible, non-suspect entries received prior to cancellation. In the event that an entry is confirmed to have been erroneously deleted, lost or destroyed, entrant's sole remedy shall be another entry into the Sweepstakes.

- 8. LIMITATIONS OF LIABILITY AND RELEASE: No liability or responsibility is assumed by Sponsor or Sweepstakes Parties. (collectively, "Releasees") resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in, the Sweepstakes. No responsibility or liability is assumed by the Sponsor or Sweepstakes Parties for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of the Website in whole or in part for any reason; traffic congestion on the Internet or the Website; unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website. Use of the Website is at the user's own risk. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of the Website or the download of any information from the Website, or any other loss related to user's participation in the Sweepstakes or receipt of any prize. As a condition of entering, entrants agree to release Sponsor, Sweepstakes Parties from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of any prize, including any traveling related thereto.
- 9. BINDING ARBITRATION: Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply New Jersey law consistent with the Federal Arbitration Act and applicable statutes of limitations, and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation. Sponsor will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be

construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.

BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES. CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

- **10. PUBLICITY:** Except in Tennessee, and where prohibited by law, by accepting a prize, winners grant permission for Sponsor and those acting under its authority to use their name, and address (city and state), entry, photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Sponsor's web site) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. If you are selected as a winner, your information may also be included in a publicly-available winners list.
- **11. GOVERNING LAW & JURISDICTION**: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of New Jersey, without giving effect to any choice of law or conflict of law rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 9 of these Official Rules shall be resolved exclusively in the federal, state, and local courts located in the City of Englewood Cliffs, New Jersey. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.
- WINNERS LIST: For a list of the winners, visit <u>http://www.india.com/wahwahvroom</u>, on which the names of the winners will be posted for thirty (30) days after winner verification.

**13. SPONSOR:** MIKADO Marketing, 1580 Lincoln St., Suite #960, Denver, CO 80203.