

“Drive Electric” Sweepstakes Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.**

**BY ENTERING THIS SWEEPSTAKES SPONSOR WILL SEND MARKETING AND PROMOTIONAL MATERIALS TO YOU VIA EMAIL AND COMMUNICATIONS REGARDING THIS SWEEPSTAKES. YOU MAY OPT OUT OF RECEIVING MARKETING AND PROMOTIONAL MATERIALS AT ANY TIME BY USING THE UNSUBSCRIBE LINK OR BY CONTACTING THE SPONSOR AT [CUSTOMERRELATIONS@HERTZ.COM](mailto:CUSTOMERRELATIONS@HERTZ.COM).**

**DATES OF SWEEPSTAKES:** The “Drive Electric” Sweepstakes (the “Sweepstakes”) begins at 12:00:01 a.m. Eastern Time (“ET”) on November 13, 2023 and ends at 11:59:59 p.m. ET on December 31, 2023 (the “Sweepstakes Period”).

**ELIGIBILITY:** The Sweepstakes is open to registered drivers of Uber (see requirements at [https://www.uber.com/us/en/drive/requirements/?uclid\\_id=c2eec292-7f39-4d00-b4d3-c22aa1565695](https://www.uber.com/us/en/drive/requirements/?uclid_id=c2eec292-7f39-4d00-b4d3-c22aa1565695)) who are legal United States residents residing in the forty-eight (48) contiguous United States and the District of Columbia who are at least twenty (20) years of age or older at the time of entry (each, an “Entrant”). Officers, directors, managers and employees of The Hertz Corporation (the “Sponsor”) and each of their respective parent companies, subsidiaries, affiliates, and related companies, advertising and promotion agencies, consultants and agents, as well the immediate family (spouse, parents, siblings and children) and household members of each such person, any others engaged in the development, production, execution or distribution of this Sweepstakes, including National Sweepstakes Company, LLC (the “Independent Administrator”) and FKQ Advertising (all collectively, referred to herein as “Sweepstakes Entities”) are not eligible to participate. Sweepstakes is subject to all federal, state and local laws and regulations, is void outside the forty-eight (48) contiguous United States, the District of Columbia and where restricted or prohibited by law. By entering, Entrants unconditionally accept and agree to comply with, and abide by these Official Rules and the decisions of the Sponsor and the Independent Administrator, which shall be binding in all respects.

**TO ENTER:** BY ENTERING, SPONSOR WILL SEND MARKETING AND PROMOTION MATERIALS TO YOU VIA EMAIL OR COMMUNICATION REGARDING THE SWEEPSTAKES. AN OPT-OUT WILL BE PROVIDED OR YOU CAN EMAIL [CUSTOMERRELATIONS@HERTZ.COM](mailto:CUSTOMERRELATIONS@HERTZ.COM). SPONSOR WILL SEND RENTAL ENTRIES TO UBER TECHNOLOGIES, INC. FOR VERIFICATION.

This Sweepstakes has; (a) an initial entry method (“Initial Entry”); and (b) bonus entry methods (each, a “Bonus Entry”). All Entrants must first enter via the Initial Entry method prior to receiving Bonus Entries.

A. Initial Entry:

- i. **Registration Form:** Visit [www.hertz.com/drivelectric](http://www.hertz.com/drivelectric) to complete and submit the registration form in its entirety to include first name, last name, email address and phone number to receive one (1) entry into the Sweepstakes.

B. Bonus Entries: Entrant must submit an Initial Entry in order to obtain Bonus Entries.

- i. **On Rent Registered Drivers of Uber:** Upon completing and submitting an Initial Entry, an Entrant who is currently on rent as of the start of the Sweepstakes on November 13, 2023 of a Hertz EV Rental through the Hertz Rideshare Program with Uber will receive five (5) entries into the Sweepstakes.
- ii. **Hertz EV Rental:** Upon completing and submitting an Initial Entry, an Entrant who completes a Hertz EV Rental through the Hertz Rideshare Program for four (4) weeks or less within the Sweepstakes Period will receive ten (10) entries into the Sweepstakes. An Entrant who completes a Hertz EV Rental through the

Hertz Rideshare Program for five (5) weeks or more within the Sweepstakes Period will receive twenty (20) entries into the Sweepstakes. Entrant must have completed the rental in which the rental was picked up and returned by December 31, 2023.

- iii. **Mail-in:** Upon completing and submitting an Initial Entry, an Entrant may enter by mail as follows: on a plain 3" x 5" card, legibly handprint or type your first name, last name, complete address, city, state, zip code, home phone number (including area code) and email address (if any) and mail your completed 3" x 5" card in an envelope with proper postage to: "Drive Electric" Sweepstakes, PO Box 428, Newark, NY 14513. Each envelope shall equal one (1) entry. No more than one mail-in entry per day, and no more than thirty-five (35) mail-in entries may be received. Entries must be postmarked by January 2, 2024 and received by January 9, 2024 to be eligible for the drawing. Multiple entries submitted in the same envelope are void. Entries submitted or completed by anyone other than the Entrant are void. Sponsor is not responsible for lost, late, misdirected, illegible, damaged or postage due mail-in entries.

**There is a limit of thirty-six (36) entries per Entrant for the entire Sweepstakes Period regardless of the method of entry.**

Any attempt by an Entrant to obtain more than the stated number of entries, and/or any other methods will void that Entrant's entry and that Entrant may be disqualified from the Sweepstakes. In the event of a dispute regarding the identity of the person submitting an entry the entry will be deemed submitted by the person who was named on the initial entry, the rental reservation (Rental entry) or the name of the person listed on the 3x5 card (Mail-in entry) (the "Authorized Account Holder"). Potential prize winners may be required to show proof of being the Authorized Account Holder.

Sweepstakes Entities and Uber Technologies, Inc. assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction or unauthorized access to, or alternation of entries. Sweepstakes Entities shall not be responsible for incorrect or inaccurate entry information. No copies, facsimiles or mechanically or programmatically reproduced entries are permitted. Sponsor will not confirm receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned.

**WINNING/ODDS:** On or about January 11, 2024, one (1) grand prize winner (the "Grand Prize Winner"), three (3) first prize winners (each a "First Prize Winner") and ten (10) second prize winners (each a "Second Prize Winner") will be selected in a random drawing conducted under the supervision of the Independent Administrator, whose decisions are based on their sole discretion and interpretation of these Official Rules, and are final and binding in all respects. Odds of winning depend upon the total number of eligible entries received during the Sweepstakes Period.

**GRAND PRIZE:** One (1) grand prize of a one (1) year Hertz EV Rental and \$25,000 cash to be awarded in the form of a check (the "Grand Prize"). Total approximate retail value ("ARV") of the Grand Prize is \$42,368

**FIRST PRIZES:** Three (3) First Prize Winners will each receive \$1,000 cash to be awarded in the form of a check (each a "First Prize"). Total ARV of each First Prize is \$1,000. Total ARV of all First Prizes is \$3,000.

**SECOND PRIZES:** Ten (10) Second Prize Winners will each receive a green driving accessory kit to include: i) lightning chargers, ii) phone holder, iii) premium seat covers, iv) air freshener, and v) sanitary wipes. Total ARV of each Second Prize is \$800. Total ARV of all Second Prizes is \$8,000.

Total ARV of all prizes is \$53,368.

**PRIZE RESTRICTIONS:** Prize Winners must be in “good standing” with both the Sponsor and Uber Technologies, Inc. and be registered drivers of Uber Technologies, Inc. at the time of awarding any prize. Sponsor and Uber Technologies, Inc. each have their own criteria for meeting a “good standing” and will determine if the Prize Winner meets the criteria. In the event the Prize Winner is not in good standing with either the Sponsor or Uber Technologies, Inc., the Prize Winner will forfeit the prize. Prize Winners are required to comply with any and all applicable federal, state and local laws, rules and regulations including, but not limited to licensing and insurance requirements. The value of the prize is taxable as income. No substitution will be provided for the prize, except Sponsor may substitute a prize of comparable or greater value for any reason at Sponsor’s sole discretion. Sponsor will not replace a lost, mutilated or stolen prize. Prize is not transferable prior to award. Prize consists only of the items specifically listed as part of the prize description. No more than the number of prizes as set forth in these Official Rules will be awarded. The Grand Prize winner must meet Sponsor’s rental qualifications and abide by Sponsor’s rental terms and conditions. Additionally, Grand Prize winner must remain a registered driver of Uber Technologies, Inc. during the entire term of the rental.

**PRIZE CLAIM/NOTIFICATION:** The potential prize winner will be notified by the Independent Administrator within three (3) business days of the random drawing (the “Notification”). Notifications will be sent via email or any other contact source provided at the time of entry. Upon Notification, except where prohibited by law, potential prize winner must sign and return to Independent Administrator within three (3) business days of receipt, an Affidavit of Eligibility & Liability/Publicity Release (the “Release”) and an IRS Form W-9 in order to claim his/her prize (collectively, the “Required Documents”). Potential prize winners may be required to provide additional information/documentation to demonstrate eligibility. If the potential prize winner fails to return the Required Documents within three (3) business days of receiving it, or otherwise is unable to demonstrate eligibility, potential prize winner forfeits his/her right to the prize and another prize winner may be selected at random from among the remaining non-winning eligible entries received during the Sweepstakes Period, time permitting. If it is determined by the Sponsor, in its sole discretion, that the prize winner is not eligible in accordance with these Official Rules, the prize winner forfeits his/her right to the prize and an alternate will be selected as outlined above, time permitting. In the event that the Grand Prize Winner is disqualified for any reason, Sponsor shall have no liability or obligation to such individual. At the end of the tax year for which the prize is awarded, prize winner will be issued a Form 1099 equivalent to the retail value of the prize, for income verification and tax purposes. **Prize winner must report income to the IRS. In the event it is deemed during the verification process that a potential prize winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the prize, such potential prize winner will be disqualified and another prize winner may be selected from among the remaining non-winning eligible entries received during the Sweepstakes Period. Valid social security numbers will be determined by IRS requirements.**

Prize winner consents (and agrees to sign any additional documents required by Sponsor to formalize, effect or perfect such consent, except where prohibited by law) to Sponsor’s use of his/her name, likeness (photograph and/or video), biographical information, and voices in advertising/publicity/trade without compensation, notice or approval; and, prize winner disclaims any ownership rights of such advertising/publicity/trade material (TN residents will not be required to sign a publicity release).

**GENERAL CONDITIONS:** Neither Sponsor nor any of the Sweepstakes Entities is responsible for any entry that is lost, late, 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, 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. Should any portion of the Sweepstakes be, in Sponsor’s sole discretion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole discretion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes in a manner which in its sole discretion is fair, appropriate and consistent with these Official Rules. Notice of such action by

Sponsor will be posted to the Website. In such event, Sponsor reserves the right to award the prize at random from among the eligible entries received up to the time of the impairment. 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 these Official Rules or in an unsportsmanlike or disruptive manner. Sponsor reserves the right to disqualify or reject any incomplete, inaccurate or false entry. **ANY ATTEMPT BY ANY PERSON TO DELIBERATELY 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 THESE PROVISIONS.**

**RELEASE:** By participating in this Sweepstakes, Entrants agree to release and hold harmless Sponsor and each of its respective officers, directors, trustees, managers, employees, parents, subsidiaries, affiliates, agents, members, shareholders, insurers, servants, divisions, predecessors, successors, representatives, distributors, advertising, promotion, and fulfillment agencies, including the Independent Administrator, consultants and legal advisors, Uber Technologies, Inc. and the Sweepstakes Entities (collectively, the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt, redemption or use of any part of the prize.

**LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for: (a) unauthorized human intervention in any part of the entry process or as it pertains to the Sweepstakes; (b) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries; (c) any injury or damage to persons or property (including but not limited to Entrant's wireless device, or mobile phone) which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes; (d) any printing or typographical errors in any Sweepstakes-related materials (if applicable); (e) stolen, lost, late, misdirected, corrupted, incomplete, or indecipherable entries or the unavailability or inaccessibility of any transmissions, telephone, wireless device carrier networks or Internet Service (as applicable); (f) technical failures of any kind, including but not limited to the malfunctioning of any computer, mobile device, cable, network (including Entrant's particular wireless device carrier network), hardware or software; (g) Entrant's inability to connect to his/her particular mobile device carrier network for any reason, including due to poor carrier reception and/or signal strength at any particular location (if applicable); and (h) the unavailability or inaccessibility of any transmissions, telephone, wireless device carrier networks or Internet service. All federal, state and local regulations apply.

**DISPUTES:** Entrant agrees that: (a) any and all disputes, claims, and causes of action arising out of, or connected with, this Sweepstakes (including, without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrability of any dispute, or any claim that these Official Rules (or any part thereof) are invalid, illegal, or otherwise voidable (or void) shall be resolved individually, without resort to any form of class action, and exclusively by arbitration to be held solely in New York, New York under the auspices of the American Arbitration Association; (b) any and all claims, judgments, liabilities, and/or awards shall be limited to actual out-of-pocket costs incurred, including costs associated with Entrant's participation in this Sweepstakes or otherwise accessing this Sweepstakes, and in no event will Entrant be entitled to receive attorneys' fees or other legal costs; and (c) under no circumstances will you be permitted to obtain awards for, and Entrant hereby waives, all rights to claim, punitive, special, incidental, and/or consequential damages and any other damages, other than 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.** Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall Entrant seek or be entitled to rescission, injunctive, or other equitable relief or to enjoin or restrain the operation of this Sweepstakes, exploitation of any advertising or other materials issued in connection therewith, or exploitation of this Sweepstakes or any content or other material used

or displayed on this Sweepstakes. 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 New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER SOUNDING IN CONTRACT OR TORT AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

**PRIVACY:** Information collected from an Entrant is subject to Sponsor's privacy policy, available at <https://www.hertz.com/rentacar/navigation/templates/privacyPolicyView.jsp> and may be disclosed to Sweepstakes Entities and Uber Technologies, Inc. for use in connection with this Sweepstakes.

**WINNER'S LIST/RULES REQUEST:** For the name of the prize winners, please submit a self-addressed, stamped envelope for receipt no later than February 11, 2024 to "Drive Electric", PO Box 458, Newark, NY 14513. For Official Rules, visit the Website.

**SPONSOR:** The Hertz Corporation, 8501 Williams Rd, Estero, FL 33928.