

Budget Car Rental #NewYearNewRoads Contest

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT. The Budget #NewYearNewRoads Contest ("Contest") begins at 9:00:00 AM Eastern Time ("ET") on January 23, 2019, and ends at 8:59:59 AM ET on February 5, 2019 ("Promotion Period").

The Contest is not sponsored, endorsed, administered, or certified by or associated with Facebook ("Facebook"), Instagram ("Instagram"), or Twitter ("Twitter"). Any questions, comments, or complaints regarding the Contest must be directed to Sponsor (defined below) at the address listed below and not to Facebook, Instagram, or Twitter. All Facebook, Instagram, and Twitter logos and trademarks displayed in connection with this contest are property of Facebook, Instagram, or Twitter, respectively.

1. **ELIGIBILITY:** The Contest is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years of age or older at the time of entry. Employees, officers and directors (including immediate family members (spouses, parents, children, siblings and their respective spouses, regardless of where they reside) and members of the same household, whether or not related) of Avis Budget Group, LLC ("Sponsor"), its affiliated companies, subsidiaries, licensees, distributors, dealers, retailers, printers and advertising and promotion agencies, and any and all other companies associated with the Contest (collectively, "Contest Parties") are not eligible to participate in the Contest or win a prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. The Contest is void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

2. **TIMING:** The Contest will consist of two (2) phases, each with a separate entry period ("Entry Period"), judging period ("Judging Period") and winner announcement as detailed below:

Phase 1:

Entry Period: Begins at 9:00:00 AM ET on January 23, 2019, and ends at 8:59:59 AM ET on January 29, 2019. The computer clock of Sponsor is the official time-keeping device in the Contest.

Judging Period: Begins at or about 9:00:00 AM ET on January 29, 2019, and ends at or about 11:59:59 AM ET on January 29, 2019.

Winner Announcement: Five (5) Phase 1 winners will be announced at or about 12:00:00 PM ET on January 29, 2019.

Phase 2:

Entry Period: Begins at 9:00:00 AM ET on January 29, 2019, and ends at 8:59:59 AM ET on February 5, 2019. The computer clock of Sponsor is the official time-keeping device in the Contest.

Judging Period: Begins at or about 9:00:00 AM ET on February 5, 2019, and ends at or about 11:59:59 AM ET on February 5, 2019.

Winner Announcement: Five (5) Phase 2 winners will be announced at or about 12:00:00 PM ET on February 5, 2019.

3. **HOW TO PARTICIPATE:** During an Entry Period, log into your Facebook, Instagram, or Twitter account (accounts are free to create at www.facebook.com, www.instagram.com, or www.twitter.com) and visit Budget Car Rental's page located at any of <https://www.facebook.com/Budget>, <https://www.instagram.com/budget>, and <https://www.twitter.com/budget> (each, a "Page"). On a Page, locate Sponsor's Contest-specific post (the "Post"), which will include a Contest-specific question (the "Question"). Submit your most creative, memorable response to the Question by replying to the Post, being certain to include the

hashtags #NewYearNewRoads and #contest (the “Promotion Hashtags”) in the comment. The comment is your “Entry.” Both Promotion Hashtags must be included in the comment or your Entry will be disqualified. Your Entry must also adhere to the “Requirements of Contest Entries” listed below. You may submit only one (1) Entry per social channel during each Entry Period.

4. **REQUIREMENTS OF CONTEST ENTRIES:** An Entry may not contain, as determined by Sponsor in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic;
- Contains nudity;
- Promotes alcohol, illegal drugs, tobacco, e-cigarettes, or firearms/weapons (or the use of any of the foregoing); any activities that may appear unsafe or dangerous; any particular political agenda or message;
- Is obscene or offensive;
- Endorses any form of hate or hate group;
- Appears to duplicate any other submitted Contest Entry;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including, without limitation, photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- Contains any individual other than you and/or any materials embodying the names, likenesses, voices or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;
- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

By submitting an Entry, you represent and warrant that your Entry is original to you, that the Entry has not been previously published, has not won previous awards and that neither it nor its contents infringes upon or violates the rights of any third party. By submitting an Entry, you hereby grant permission for your Entry to be posted on www.budget.com, www.budgettruck.com, or any other website. You agree that Contest Parties are not responsible for any unauthorized use of Entries by third parties. Sponsor may screen all submissions received during the Promotion Period, and Contest Parties do not guarantee the posting of any Entry. You agree that you will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks (other than for entry into this Contest), without the express consent of Sponsor in each instance. By submitting an Entry, you acknowledge and agree that: (1) Sponsor may receive other Entries in this Contest that may be similar or identical to the Entry submitted by you, (2) you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and (3) you understand that you will not be entitled to any compensation because of Sponsor’s use of such other similar or identical material. Entries generated by script, macro or other automated means which subvert the entry process are void.

5. **JUDGING:** At the end of each Entry Period, the judging panel, selected by Sponsor, will score each valid Entry received during the Entry Period, up to a maximum of one hundred (100) points. Judging will be based on the following criteria:

- Creativity (25% or a possible twenty-five (25) points)
- Relativity (25% or a possible twenty-five (25) points)
- Memorability (25% or a possible twenty-five (25) points)
- Originality (25% or a possible twenty-five (25) points)

Entries that do not contain all required entry information or are considered inappropriate, in Sponsor's sole discretion, for any reason are not eligible. The five (5) Entries with the highest scores in each Entry Period will be deemed the potential prize winners for that Entry Period. In the event of a tie, an additional "tie-breaking" judge will be brought in to evaluate the tied Entries, based on the judging criteria above. Sponsor reserves the right not to award prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize awards are subject to verification of eligibility and compliance with these Official Rules.

6. **WINNER NOTIFICATION:** During the applicable Winner Announcement Period, Sponsor will notify each potential prize winner on the Post that the potential prize winner submitted their Entry. A potential prize winner will have forty-eight (48) hours to respond to Sponsor's notification. If the potential prize winner timely responds, Sponsor will send verification forms (such as an Affidavit of Eligibility/Liability Release) via email to the potential prize winner. The potential prize winner must complete, sign and return all verification forms to Sponsor within five (5) business days of the date of Sponsor's email. A potential prize winner becomes a "Winner" only after verification of eligibility by Sponsor. Each prize will be fulfilled within approximately seven (7) days after Sponsor has received all necessary verification materials from, and confirmed (to its satisfaction, in its sole discretion) the eligibility of, the potential prize winner. If a potential winning entrant fails to fully comply with the time limits and other requirements of this section, he/she will forfeit his/her prize, and the prize may be awarded to an alternate winner based on a second-chance judging, using the judging criteria stated above, from among all non-winning eligible Entries received. Prizes will be awarded only upon winner redemption, confirmation, verification and final approval by Sponsor.
7. **PRIZE:** A total of ten (10) prize packages will be awarded. Each prize package consists of the following:
 - One (1) Budget-branded duffle bag \$37.99
 - One (1) pair of blue lens sunglasses \$24.59
 - One (1) pair of orange lens sunglasses \$24.59
 - One (1) blue 24 oz. tumbler \$20.99
 - One (1) orange 24 oz. tumbler \$20.99
 - One (1) five (5)-port charging hub \$24.99
 - Two (2) car air fresheners \$6.99
 - One (1) first aid kit \$11.55
 - One (1) magnetic phone mount \$7.99
 - One (1) assortment of magnetic board games (12 items) \$17.97
 - One (1) assortment of snacks (approximately 50 items total) \$24.99
 - Three (3) one (1)-day Budget car rental reward day certificates* \$141.00

The ARV of each prize package is \$364.63

The total ARV of all Contest prizes is \$3,646.30

**Budget Car Rental Reward Day Certificate Terms and Conditions: Each certificate is issued by Budget Car Rental ("Budget") and applies to one (1) day free of the daily time and mileage charges on a subcompact (group A) through a premium (group G, excluding Group F) car and including standard SUV (group W) car class. Taxes, concession recovery fee, vehicle license recovery fee, and / or customer facility charges may apply and are extra. Optional items such as LDW (\$29.99/day or less) and refueling are extra. Certificate must be surrendered at time of rental and cannot be used for*

one-way rentals. Certificate valid at participating Budget locations in the U.S. (excluding the New York Metro area) and Canada. An advanced reservation is required. Offer may not be available during holiday times or blackout periods. Offer may not be used in conjunction with any other certificate, promotion or offer. Certificates have no cash value, are non-transferable, cannot be exchanged or returned, are non-refundable and will not be replaced if lost or stolen. Altered certificates are void and will not be honored. Certificates cannot be applied to completed rentals. A reservation using this certificate must be cancelled by reservation rental date or certificate will be considered redeemed. Offer is subject to vehicle availability at time of reservation and may not be available on some rates at some times. For reservations made on budget.com, free day will be applied at time of rental. Budget reserves the right to alter the terms and conditions and use of certificate. Renter must meet Budget age, driver and credit requirements. Minimum age may vary by location. An additional surcharge may apply for renters under twenty-five (25) years old.

8. **PRIZE LIMITATIONS:** Limit of one (1) prize package per household. If it is discovered during prize verification you have used multiple Facebook, Instagram, or Twitter accounts to enter the Contest, you will be disqualified. Contest Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes. No prize substitution, cash equivalent of a prize, or transfer or assignment of a prize (or portion hereof) is permitted, except by Sponsor which reserves the right to substitute any prize (or portion thereof) with a prize of comparable or greater value, in its sole discretion. Contest Parties (a) makes no warranty, guaranty or representation of any kind concerning any prize (or any portion thereof), and (b) disclaim any implied warranty. Each prize is awarded as is, and all prize package details shall be determined by Sponsor, in its sole discretion.
9. **OWNERSHIP OF ENTRIES/ CONSENT TO USE:** All Entries become the property of Sponsor and will not be acknowledged or returned. By submitting an Entry, you agree to be bound by these Official Rules and grant Contract Parties a perpetual, irrevocable, exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including, without limitation, the right to distribute all or part of your Entry in any media, now known or later developed. Further, by submitting an Entry, you grant Contract Parties the right to print, publish, broadcast, and use world-wide in any media, now known or later developed, your name, portrait, picture, voice, likeness, city and state of residence, and biographical information for any purpose, including, but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law.
10. **MISCELLANEOUS:** An Entry will be considered to be entered by the authorized Facebook-, Instagram, or Twitter (as applicable) account holder at time of entry, and he/she must comply with these Official Rules as well as all terms of service, conditions, and other policies established (as applicable) by Facebook, Instagram, or Twitter (including, but not limited to, those located at, or linked to, <https://www.facebook.com/terms.php>, <https://twitter.com/en/tos>, or <https://help.instagram.com/581066165581870>). The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. By entering the Contest, you recognize and agree that the information provided by you will be made available to Sponsor and, except as otherwise provided in these Official Rules (such as in section 9 above), use of such information will be governed by Sponsor's privacy policy found at <https://www.budget.com/en/legal-documents/privacy-notice>.
11. **RELEASE:** As a condition of entering this Contest, each entrant agrees that (A) any and all disputes, claims, controversies or causes of action arising out of or relating to this Contest, or any prizes awarded (each, a "Claim"), shall be (1) arbitrated on an individual basis only, and shall not be consolidated or joined with or in any arbitration or other proceeding involving a Claim of any other party, and (2) settled by binding arbitration in New Jersey, Morris County, before a single arbitrator appointed by the American Arbitration Association in accordance with its then governing rules and procedures, and judgment on the award rendered by the arbitrator may be entered by any court having jurisdiction thereof; and (B) under no circumstance will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential or any other

damages, other than for actual out-of-pocket expenses (but in no event attorneys' fees). These Official Rules shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey, U.S.A., applicable to contracts entered into and performed exclusively in that state, without giving effect to any choice of law or conflict of law rules. BY ENTERING THE CONTEST, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS FACEBOOK, INSTAGRAM, TWITTER, CONTEST PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE CONTEST OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

12. **DISCLAIMER:** Contest Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected Entries, all of which are void. Contest Parties are not responsible for printing or typographical errors in these Official Rules or in any Contest-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right, in its sole discretion, to terminate, suspend, cancel or modify the Contest (including, without limitation, awarding a prize from among all eligible, non-suspect Entries received as of the date of termination using the judging procedure outlined above) if this Contest is not capable of running as planned due to any reason, including, but not limited to, infection by computer virus, bugs, tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Contest. Contest Parties are not responsible or liable for any events which may cause errors and/or the Contest to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet service providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to your or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. Contest Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Contest, the processing of Entries, or in any other Contest-related materials. Contest Parties may stop you from participating in this Contest if you violate the Official Rules or act, in Sponsor's sole discretion, (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrant, or Sponsor; or (c) in any other disruptive manner. Should more prizes be awarded through a computer, hardware, or software malfunction, error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category. In no event will more prizes be awarded than that listed in section 7 above. In the event that the Contest is challenged by any legal or regulatory authority, Contest Parties reserve the right to discontinue or modify the Contest, or to disqualify participants residing in the affected geographic areas. In such event, Contest Parties shall have no liability to any participants who are disqualified due to such an action.
13. **CAUTION:** ANY ACT OR ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THE CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CONTEST PARTIES RESERVE THE RIGHT TO SEEK, TO THE FULLEST EXTENT PERMITTED BY LAW, DAMAGES AND OTHER REMEDIES (INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES) FROM ANY INDIVIDUAL(S) RESPONSIBLE FOR SAID ATTEMPT.

14. TAX INFORMATION: All federal, state, local, and other taxes on a prize, and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the prize winner. A 1099 tax form will be issued to each prize winner.
15. WINNERS LIST: To receive the winners' names, send a #10 self-addressed stamped envelope for receipt by June 30, 2019, to: Budget Car Rental #NewYearNewRoads Contest Winners List Request (Marketing), 6 Sylvan Way Parsippany, New Jersey 07054

SPONSOR: Avis Budget Group, LLC, 6 Sylvan Way, Parsippany, NJ, 07054.

The Budget #NewYearNewRoads Contest is a skill contest designed to increase consumer awareness of and interest in Budget Car Rental. This Contest may not be used for, or in connection with, any form of gambling. All rights reserved.