

Share Gratitude Contest Rules

LaFontaine Cadillac & Lucido Fine Jewelry "Share Gratitude Giveaway" Contest Rules

- 1. Eligibility:** This Contest is open to those who complete the entry form on the Share Gratitude Giveaway landing page, which will be posted on the LaFontaine Cadillac website & Lucido Fine Jewelry website, and those who comment on the official Share Gratitude Giveaway post found on Lucido Fine Jewelry Facebook and Instagram page and LaFontaine Cadillac Buick GMC Facebook and Instagram page. Limited to two entries per person. One entry per person will be accepted for comment on Facebook or Instagram and one entry per person will be accepted via online entry form. The Contest is only open to legal residents of Michigan over the age of 18, and is void where prohibited by law. Employees of LaFontaine Cadillac & Lucido Fine Jewelry, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state and local laws and regulations.
- 2. Agreement to Rules:** By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of LaFontaine Cadillac & Lucido Fine Jewelry final and binding as it relates to the content of this Contest.
- 3. Contest Period:** Contest will start on November 4th, 2020 at 7:00 pm EST and ends at Midnight November 22nd, 2020. The announcement of the five finalists will be on November 25th, 2020 via Facebook and Instagram message and email if provided. The in-person grand prize giveaway will be held on December 1st, 2020 at 5:00 pm EST at the LaFontaine Cadillac Showroom 4000 West Highland Rd. Finalists must be present to win.
- 4. Odds:** The odds of winning depend on the number of eligible entries received..
- 5. Finalists Selection, Notification and Grand Prize Winner:** The finalists will be selected at random by a 3rd party under the supervision of LaFontaine Cadillac & Lucido Fine Jewelry. The finalists will be notified by Direct Message on Facebook or email the day they are selected. LaFontaine Cadillac & Lucido Fine Jewelry shall have no liability for the finalists failure to receive notices due to spam, junk e-mail or other security settings or for the finalists provision of incorrect or otherwise non-functioning contact information. If a finalist cannot be contacted, or is ineligible, or fails to respond within 24 hours, an alternative finalist will be selected. Finalists must be present at LaFontaine Cadillac, 4000 Highland Rd. #101, Highland, MI 48357 on December 1, 2020 at 5:00pm to be eligible to win Grand Prize. Receipt by the Winners of the prizes offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY THE WINNERS (AT LaFontaine Cadillac & Lucido Fine Jewelry SOLE DISCRETION) WILL RESULT IN THE WINNERS DISQUALIFICATION AS A WINNER OF THE CONTEST, AND ALL PRIVILEGES AS THE WINNER WILL BE IMMEDIATELY TERMINATED.**

6. Grand Prize:

- a. LaFontaine Cadillac shall provide the Grand Prize Winner of Share Gratitude Giveaway a twenty-four (24) month lease ("Lease") for a Cadillac CT5 Luxury AWD ("Vehicle"). Approximate retail value of the Vehicle is \$16,000. Actual lease value may vary depending on the time of the award. LaFontaine Cadillac is the Vehicle provider and will cover the cost of the twenty-four (24) monthly lease payments, registration fees and sales/use taxes. Grand Prize winner shall be responsible for procuring comprehensive auto insurance for the Vehicle. In exchange for providing the Vehicle, the Grand Prize Winner will have to execute an acknowledgement of the terms and conditions of the Lease (Exhibit "A") as well as the Lease. IF the Grand Prize Winner refuses to sign the acknowledgment of Lease or the actual Lease, LaFontaine Cadillac shall have no obligation to provide the Lease or honor it's obligations under Section IV.A. However it will retain it's rights under this Agreement. The Lease is subject to all terms and conditions of the Lease agreement as designated by LaFontaine Cadillac or General Motors Financial Company, Inc. (the Lessor), including without limitation, returning the vehicle in "good" condition (as determined) by the Lessor and with no more than 20,000 miles on the Vehicle's odometer. LaFontaine Cadillac will not provide and specifically disclaims any warranties for the Vehicle. Grand Prize Winner will be responsible for any liabilities and /or claims under the Lease, without limitation, excessive miles at \$0.25/mile (or applicable mileage rate at time of vehicle turn-in) over 20,000 miles, wear and tear, damage to the Vehicle. Vehicle will be leased and delivered only by LaFontaine Cadillac. Any travel or transportation costs associated with the winning of the Vehicle will be the responsibility of the Grand Prize Winner. The depiction of the Vehicle shown or described in any promotional materials may not reflect the actual vehicle delivered to the Grand Prize Winner. All details of the Grand Prize not specified herein shall be determined solely by LaFontaine Cadillac. All expenses relating to acceptance of Vehicle, which are not explicitly listed herein as being awarded or provided, are responsibility of the Grand Prize Winner.

In the alternative, the Grand Prize Winner may elect to receive the cash sum of Five Thousand and No/100 Dollars (\$5000.00) (the "Cash Sum"). However, the Grand Prize Winner will be responsible for all state and federal taxes associated with the election of the Cash Sum.

- b. Lucido Fine Jewelry shall provide the Grand Prize Winner one (1) Tacori 1ct Diamond Pendant, one (1) JAFFE Diamond Eternity Band, one (1) Breitling Superocean Automatic 44mm Watch, one (1) Christopher Designs L'Amour Diamond Earrings, four (4) Gabriel & Co. Bujukan Bracelets, one (1) S.T. Dupont Gentleman's Lighter, one (1) MICHELE Serein Stainless Steel Watch with Blush Dial, one (1) WOLF Watch Winder & Storage Case, one (1) John Hardy Men's Bracelet, one (1) WOLF Jewelry Box & Portfolio, one (1) Deakin & Francis Ford GT Cufflinks, one (1) WOLF Shoeshine Kit. Approximate retail value is \$28,620.

The depiction of the items shown or described in any promotional materials may not reflect the actual items delivered to the Grand Prize Winner. Prizes cannot be redeemed for cash or substituted by the Grand Prize Winner. All details of the Grand Prize not specified herein shall be determined solely by Lucido Fine Jewelry. All expenses relating to acceptance of items, which are not explicitly listed herein as being awarded or provided, are responsibility of the Grand Prize Winner.

6. Rights Granted by You: By entering this contest, You understand and agree that LaFontaine Cadillac & Lucido Fine Jewelry, anyone acting on LaFontaine Cadillac & Lucido Fine Jewelry and LaFontaine Cadillac & Lucido Fine Jewelry licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute and use in any media now or hereafter developed, in perpetuity and throughout the world, without limitation, your entry name, portrait, picture, volume, likeness, image, statements about the Contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent. By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's property or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of LaFontaine Cadillac & Lucido Fine Jewelry. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims, liability, loss, damage, costs or expense, which LaFontaine Cadillac & Lucido Fine Jewelry may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

7. Terms & Conditions: LaFontaine Cadillac & Lucido Fine Jewelry reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the contest should virus, bug, non authorized human intervention, fraud, or other cause beyond LaFontaine Cadillac & Lucido Fine Jewelry's control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such a case, LaFontaine Cadillac & Lucido Fine Jewelry may select the Winners from all eligible entries received prior to and/or after (if appropriate) the action taken by LaFontaine Cadillac & Lucido Fine Jewelry. LaFontaine Cadillac & Lucido Fine Jewelry both reserve the right, in their sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Terms & Conditions. LaFontaine Cadillac & Lucido Fine Jewelry have the right, in their sole discretion, to maintain the integrity of the Contest, to void votes for any reason, including but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by the Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, LaFontaine Cadillac & Lucido Fine Jewelry reserves the right to seek damages to the fullest extent permitted by law.

8. Limitation of Liability: By entering, You agree to release and hold harmless LaFontaine Cadillac & Lucido Fine Jewelry and its subsidiaries, affiliates, advertising and promotion

agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

9. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF LaFontaine Cadillac & Lucido Fine Jewelry AND THE STATE OF MICHIGAN, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Contest, participants agree that any and all disputes that cannot be resolved individually, without resort to any form of class action, exclusively before a court located in Michigan having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

10. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the LaFontaine Cadillac & Lucido Fine Jewelry website.

11. Winners List: To obtain a copy of the Winner's names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: LaFontaine Cadillac or Lucido Fine Jewelry, 4000 Highland Rd #101, Highland, MI 48357 or 250 N Old Woodward Ave, Birmingham, MI 48009. Requests must be received no later than December 30, 2020.

12. Sponsor: The Sponsor of the Contest is LaFontaine Cadillac, 4000 Highland Rd #101, Highland, MI 48357 and Lucido Fine Jewelry, 250 N Old Woodward Ave, Birmingham, MI 48009.

13. Facebook: The Contest hosted by LaFontaine Cadillac & Lucido Fine Jewelry is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram.

14. By entering this contest, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.