

## GOODYEAR TOYS FOR TOTS BLIMP RIDE SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE, PAYMENT OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR ENTRY IN THE STATE OF FLORIDA ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT A LEGAL RESIDENT OF FLORIDA AND ARE NOT OTHERWISE ELIGIBLE (AS SET FORTH BELOW), AT THE TIME OF ENTRY.**

**DATES OF SWEEPSTAKES:** The Goodyear Toys for Tots Blimp Ride Sweepstakes (the "Sweepstakes") begins November 21, 2022, and ends at 5:00 p.m. EST on December 13, 2022 (the "Sweepstakes Period"). Void outside of Florida and where prohibited.

**ELIGIBILITY:** The Sweepstakes is open only to legal residents of the state of Florida, who are 18 years of age or older at the time of entry. Employees of The Goodyear Tire & Rubber Company ("Sponsor"), Marine Toys for Tots Foundation and each of their respective subsidiaries, affiliates, parent companies, advertising, promotion or any other agencies or entities involved with this Sweepstakes and members of their immediate families (biological or step) including parents, grandparents, children, siblings or spouses of any of the foregoing (regardless of where they live), or household members of any of the above, whether related or not, are NOT eligible to enter or win.

**HOW TO ENTER:** During the Sweepstakes Period, entrants may pick up an official entry form ("Official Entry Form") at the Goodyear Airship Base, 1500 NE Fifth Avenue, Pompano Beach, FL 33060, during normal business hours; at select Goodyear Auto Service Center locations; or entrants may download an Official Entry Form from [www.goodyearblimp.com](http://www.goodyearblimp.com). Complete the Official Entry Form with your first and last name, complete mailing address, including ZIP code, phone number, email address and date of birth and then submit the Official Entry Form either:

- a) **By mail:** mail to the Goodyear Airship Base, 1500 NE Fifth Avenue, Pompano Beach, FL 33060. Must be postmarked by December 10, 2022 and received no later than December 13, 2022.

Or

- b) **At the Event:** return the Official Entry Form to the Toys for Tots Open House Event, December 10, 2022 between 1:00 p.m. EST and 5:00 p.m. EST ("Event") at the Goodyear Airship Base, 1500 NE Fifth Avenue, Pompano Beach, FL 33060 (the "Base"), by depositing the completed Official Entry Form into the designated box at the Base during the Event.

to receive one (1) entry into the Sweepstakes. **A toy donation is not required for Sweepstakes entry. Limit one (1) entry per person for the entire Sweepstakes Period,**

**regardless of whether Official Entry Form is mailed or deposited at the Event.** Each Official Entry Form must be in separate postmarked outer envelope if submitted by mail. Mail-in Official Entry Forms must be postmarked by December 10, 2022, and received by December 13, 2022. No mechanically reproduced or photocopied Official Entry Forms will be accepted. Sponsor is not responsible for lost, late, damaged, illegible, misdirected, mutilated, incomplete or postage-due Official Entry Forms. Once submitted, all Official Entry Forms become the exclusive property of the Sponsor and will not be acknowledged or returned. Proof of mailing or submission will not be deemed as proof of receipt by Sponsor. Please see the Privacy Policy located at [http://www.goodyear.com/legal/online\\_privacy.html](http://www.goodyear.com/legal/online_privacy.html) for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. If you are selected as a winner, your information may also be included in a publicly-available winners list.

**RANDOM DRAWING:** Winner will be selected on or about December 13, 2022, in a random drawing from all eligible entries received by Sponsor, in compliance with the entry rules set forth above, during the Sweepstakes Period. The drawing will be conducted by Sponsor, whose decisions will be final and binding in all respects. Odds of winning will depend upon the total number of eligible entries received.

**PRIZE (1):** The prize consists of one (1) certificate that is good for one (1) ride for a winner and guest on the Goodyear Blimp ("Blimp Ride Certificate"). **All blimp rides must originate from Pompano Beach, FL at a location designated by Sponsor.** The Blimp Ride Certificate expires on December 13, 2025, and is subject to all terms and conditions listed thereon, including, but not limited to, availability, blackout dates and other restrictions. Blimp rides are subject to weather, security, safety and other factors that may cause Sponsor, in its sole discretion, to determine that the Blimp should not fly. **WINNER IS RESPONSIBLE FOR TRAVEL TO AND FROM POMPANO BEACH, FL; NO TRAVEL WILL BE PROVIDED TO/FROM BLIMP RIDE ORIGATION LOCATION.** Additional prize award details to be provided to the winner at the time of notification.

Limit one (1) prize per person/household. Unclaimed prizes will not be awarded.

The potential winner will be notified via phone or overnight mail on or about December 14, 2022, and will be required to sign, execute and return an Affidavit of Eligibility and Liability/Publicity Release (the "Affidavit") (where permitted) within ten (10) days of date printed on prize notification or prize may be forfeited. Failure to provide all required information and signature(s) on the Affidavit, failure to comply with these Official Rules, or return of prize notification or prize as undeliverable, may result in forfeiture of rights to be declared a prize winner and/or receive the prize. In the event that the potential winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will be selected randomly, even if the disqualified potential winner's name has been publicly announced, or to cancel the Sweepstakes. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Upon receipt and verification of winners' Affidavit, each winner will be notified via phone regarding the specific delivery details of the prize. Failure to answer or respond in the manner and by the time designated in the instructions left on the email and voicemail will

disqualify the potential winner. Guest of winner must be 18 years of age or older. Guests must sign a Liability Release and a Publicity Release prior to participating in the blimp ride. All federal, state, and local taxes on the prize and all other costs not specifically outlined in these rules are the responsibility solely of the winner. Prize cannot be transferred, assigned, sold or redeemed for cash or substituted except at Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize becomes or is unavailable for any reason. Lost, mutilated or stolen Blimp Ride Certificates will not be replaced. By accepting the prize, winner agrees to abide by any terms, conditions and restrictions provided by the Blimp Ride Certificate. Sponsor is not responsible if winner does not use Blimp Ride Certificate prior to expiration date.

BY ACCEPTING THE PRIZE, WINNER ACCEPTS THE INHERENTLY DANGEROUS NATURE AND RISK IN TAKING A RIDE IN THE GOODYEAR BLIMP, INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT RELEASED PARTIES (DEFINED BELOW) SHALL NOT BE IN ANY WAY RESPONSIBLE FOR RESULTING INJURY AND/OR DEATH.

**TERMS AND CONDITIONS:** By participating in the Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all respects. By accepting the prize, winner agrees to release, discharge, and hold harmless Sponsor and its parent companies, subsidiaries, affiliates, advertising/promotion agencies and each of their directors, officers, employees and agents (collectively the "Released Parties") from any and all claims and liability by winner for any injuries, including personal injury, death, loss or damage of any kind arising from participating in the Sweepstakes or in connection with acceptance, possession, use and or misuse of any prize (including any travel related thereto) or claims based on right of publicity/right of privacy. Additionally, the Released Parties do not assume any responsibility for any disruption in the Sweepstakes or in the winner's ability to claim an awarded Prize caused by schedule changes (including event cancellations), labor strikes, or any other acts, circumstances or other unforeseen events outside of the control of the Released Parties. By accepting prize, the winner and guest (or his/her parent/legal guardian, if an eligible minor) grants the Released Parties the right to use and publish his/her name, likeness, city and state of residence for advertising and trade purposes without further compensation, unless prohibited by law. Sponsor reserves the right to disqualify any entrant who attempts to tamper with the entry process in any manner. If for any reason Sponsor decides to revoke or not honor a prize, it may do so in its sole discretion.

**BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this 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 Ohio 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 days after the demand for arbitration is made, unless further extended by the 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.

The Official Rules and this Sweepstakes are governed by US law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the

Sweepstakes Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Ohio, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth above in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Ohio, in the City of Akron.

**OTHER CONDITIONS:** Entry materials that have been tampered with or altered are void. If for any reason (including, but not limited to, tampering, unauthorized intervention, fraud, or any other cause beyond the control of Sponsor), the administration, security, fairness, integrity or proper conduct of the Sweepstakes is affected or corrupted and the Sweepstakes is not capable of being conducted as described in these Official Rules, Sponsor shall have the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes, and if Sponsor so decides in such case, to cancel the Sweepstakes without notice or obligation, or to select the winner by randomly drawing from among all valid entries received up to the time of cancellation, termination or suspension. Entrants may not enter using multiple identities nor may entrants use any other fraudulent means to enter multiple times or as multiple entrants. Any entrant who attempts to enter under multiple identities or uses any method to enter multiple times will be disqualified and forfeits any prize won, in Sponsor's discretion. If for any reason Sponsor decides to revoke or not honor a prize, it may do so at its sole discretion. ANY ATTEMPT BY ANY 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 DISQUALIFY AND SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION.

**WINNERS LIST:** For the name of the winner, send a self-addressed stamped, #10 envelope to: Goodyear Toys For Tots Blimp Ride Sweepstakes Winners List Request, 1500 NE Fifth Avenue, Pompano Beach, FL 33060. Winner List will be sent when the Sweepstakes is over and the prize is awarded. Requests for Winner List must be received January 9, 2023.

**SPONSOR:** The Goodyear Tire & Rubber Company, 200 Innovation Way, Akron, OH 44316.

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