

**Michelin “#KeepThanksMoving” Sweepstakes  
Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN.** INTERNET ACCESS AND A FACEBOOK OR TWITTER ACCOUNT ARE REQUIRED TO ENTER. Void in AK and HI and where prohibited or restricted by law.

**1. ELIGIBILITY:** The Michelin “KeepThanksMoving” Sweepstakes (“Promotion”) is offered and open only to legal residents of the 48 contiguous United States & D.C., (defined herein as “U.S.”), including active U.S. military personnel (located/stationed in the U.S. only), who are 18 or older. Employees, officers and directors of Michelin North America, Inc. (“Sponsor”), and those entities involved in the preparation of materials and/or administration of this Promotion (collectively referred to herein as the “Promotion Entities”), and their immediate family members (spouse, siblings, children and parents including foster and step-relations) and those living in the same household as such individuals (whether or not related) are not eligible to enter.

**2. PROMOTION PERIOD:** The Promotion begins on or about 12:00 am Eastern Time (“ET”) November 16, 2015 and ends 11:59 pm ET January 7, 2016 (“Promotion Period”). All time referenced herein is Eastern Time. Sponsor’s contest administrator’s server’s time-keeping device shall be the official time keeping device for the Promotion. PARTICIPANTS ARE SOLELY RESPONSIBLE FOR DETERMINING THE CORRESPONDING TIME ZONE IN THEIR RESPECTIVE JURISDICTIONS; SPONSOR DISCLAIMS ALL LIABILITY AND RESPONSIBILITY RELATING THERETO.

**3. AGREEMENT BY ENTRANT:** All Entries and participation in this Promotion shall be governed by these Official Rules. By participating in the Promotion, each entrant fully and unconditionally agrees to and accepts these Official Rules, and the current terms of use of Facebook and Twitter used to facilitate entry submission (“social media channel”) to the fullest extent permitted by law, the Promotion application terms of use (if any) and any additional instructions, terms and conditions specific to the Promotion communicated by Sponsor. Entrants further agree to be bound to the decisions of the Sponsor (including authorized representatives), which are final and binding in all matters pertaining to the Promotion.

*This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook or Twitter.* The information you provide will be used as stated herein for purpose of this Promotion, and as stated in Sponsor’s privacy policy. By submitting an Entry, entrants agree to be contacted by Sponsor with notices and reminders pertaining to the Promotion. In addition, by entering each entrant agrees to receive advertising and promotional communications from Sponsor; you may opt out at any time without affect to your Entry.

**4. HOW TO ENTER:** During the Promotion Period, visit Sponsor’s Twitter pages using the hashtag #KeepThanksMoving [@MichelinTruck](#), [@MichelinTweel](#), or [@MichelinAG](#) OR on the Sponsor’s Facebook page at [www.Facebook.com/MichelinTruck](http://www.Facebook.com/MichelinTruck), [www.Facebook.com/MichelinTweel1](http://www.Facebook.com/MichelinTweel1) or [www.Facebook.com/MichelinUSA](http://www.Facebook.com/MichelinUSA) and on the

Sponsor's specified #Keep Thanks Moving posts. Share with us the first name ONLY of your favorite farmer, trucker, port worker, bus driver, package delivery worker, public safety and emergency responder, and snow plow driver and why you are nominating them for their outstanding community service. **No personal information about the nominee should appear in your post (Last name, location, or employer).** Michelin will recognize the most compelling posts in each category for individuals who demonstrate outstanding community involvement ("Entry"). Your comment must be relevant to the Sponsor's daily post. It is anticipated that Sponsor will post a different post every week during the Promotion Period.

The schedule for nominations is as follows:

Nov. 16	farmers
Nov. 23	truckers
Nov. 30	port workers
Dec. 7	bus drivers
Dec. 14	package delivery
Dec. 21	emergency responders
Dec. 28	snowplow drivers

If your post is selected, you will receive a certificate for a Michelin-branded 12-Volt Cooler/Warmer by [Koolatron](#) (suggested retail value of \$150) and a certificate for a pair of Justin Work Boots (suggested retail value of \$200), which you will be able to give to them. Sponsor reserves the right to retain, add, eliminate, change, or revise the topic of its posts throughout the Promotion Period. **Limit one (1) Entry per person, per week. Limit seven (7) Entries total per person, during the entire Promotion Period.** Failure to follow all steps will void Entry. *Please do not engage in spamming or phishing, or inaccurately tag, share or send to unauthorized or unknown recipients.* In the event Entry/entrant appears non-compliant, Entry will be disqualified.

**In addition to all other restrictions and conditions stated elsewhere herein, Entries must NOT reference personally identifiable information of any minor under the age of 18 (unless the minor's parent/legal guardian has given express permission to the submission), nor appear to condone, promote, contain or depict in any manner illegal, dangerous, harmful or unsafe activities (including, but in no way limited to, driving with excessive speed, underage driving, driving while impaired/under the influence, or any other similar or dissimilar activity) or else will be subject to disqualification.**

If you don't have a Facebook or Twitter account, you can become a member without charge by simply following the member instructions and accepting the terms and conditions of use. Entries accepted via Facebook, or Twitter only; entries submitted via any other channel(s) will not be eligible for the Promotion. Once submitted, Entry cannot be modified, deleted or cancelled. By entering, entrants understand and agree that submitted eligible Entries will be posted on-line and will be subject to public viewing, streaming (i.e. "digital transmission"), downloading (i.e. "digital distribution"), and public comments, including but not limited to being forwarded, and otherwise posted throughout Sponsor's and third parties' digital and off-line social media,

marketing and advertising properties. By submitting an Entry, entrants agree to be contacted by Sponsor with notices and reminders pertaining to the Promotion.

Entrants may enter on their mobile device via the Facebook App. To do so, entrant must have a phone that is capable of downloading the Facebook App. Entry using a mobile device: Sponsor cannot guarantee this Promotion will be available via all wireless carriers; available on participating wireless carriers only. Wireless carrier's instructions may vary. **Standard data plan rates may apply. Other charges may also apply; check your mobile plan for rates/details relating to participation in the Promotion via mobile URL.**

Incomplete, invalid, unsuitable, or otherwise non-compliant Entries (as determined in Sponsor's sole and absolute discretion) will not be eligible. Entries become the property of Sponsor and will not be returned. Entries may only be submitted from a single account by an individual registered Facebook or Twitter user; group and commercial submissions are not permissible. Multiple entrants are not permitted to share the same device, social media account, IP or email address. Entrants may not (whether apparent or suspected) enter through a sweepstakes club (or similar method), with multiple or false identities, accounts, or devices, or use multiple e-mail and/or street addresses, or use any other device or artifice to enter. Engaging in any (apparent or suspected) artifice, cheating, fraud, spamming, phishing, on-line sweepstakes clubs (or similar methods), exchange sites, robotic, automatic, macro, programmed or like Entry methods as determined in Sponsor's sole and absolute discretion, will void all such Entries, and disqualify any Entrant suspected of using/benefitting from such methods. If an Entry, for any reason whatsoever, garners comments that are unpleasant, distasteful, nasty or otherwise inappropriate for the Sponsor community, Sponsor reserves the right to disqualify Entry/entrant and remove any such Entry. In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used in connection with the Entry will be deemed to be the entrant. Potential winner may be required to show proof of being the authorized account holder. The "authorized account holder" is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, undelivered, delayed, destroyed, damaged, or misdirected Entries (in whole or in part); or for any computer, telephone, device, cable network, app, electronic, hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, Web site, user accessibility or availability, incompatibility, traffic congestion, unauthorized human intervention or any human error, or the incorrect or inaccurate capture of Entry, or other information, nor for the failure to capture or display any such information.

**LICENSE GRANT:** *At the time you submit an Entry, and whether or not selected as the winner, by entering this Promotion and providing Sponsor with the Entry and all user generated content therein ("UGC"), you grant Sponsor (its affiliates, related entities and authorized third-parties) a worldwide, royalty-free, perpetual, irrevocable, exclusive right and fully sub-licensable license to use, copy, reproduce, distribute, publish, publicly perform, publicly display, modify, adapt,*

*translate, archive, store, and create derivative works from such Entry/UGC and any element thereof, in any media, form, format, or medium, of any kind now known or later developed for any purpose whatsoever, including but not limited to, commercial and non-commercial purposes or products using or incorporating such Entry/UGC information, and for any other commercial or non-commercial purposes, products and/or uses whatsoever.* You waive any moral rights you might have with respect to the Entry/UGC you provide to us. You also grant us the right to use any material, information, ideas, concepts, know-how or techniques contained in any communication you provide or otherwise submit to us. All rights in this paragraph are granted without the need for review or additional compensation of any sort to you. You further agree to execute all documents and perform all acts deemed necessary by Sponsor to protect Sponsor's license. You understand and agree by granting this license your Entry/UGC may be modified, edited, distorted, used in whole or in part, alone or in combination with other works, used in illusory or composite form, or in any other manner, as solely determined by Sponsor. You will not now nor in the future be paid for your Entry/UGC or for granting Sponsor any of these rights. The consideration for the rights granted to Sponsor herein is your opportunity to participate in the Promotion.

**5. REQUIREMENTS FOR ENTRY:** Incomplete, non-compliant or otherwise ineligible Entries, or any element thereof, will disqualify an Entry. Proof that you uploaded an Entry does not constitute proof or evidence that it was received within the Entry Period or eligible for the Promotion, or any element thereof. *Sponsor reserves the absolute right to disqualify and/or immediately remove any Entries and/or entrants in whole or in part for any reason within its sole and absolute discretion.* Without limitation, Entries will be disqualified if Sponsor considers for any reason an Entry, or any element thereof, not to be in the spirit of the Promotion, ineligible or otherwise not compliant herewith, or will have a detrimental impact on Sponsor, this Promotion, any of Sponsor's brands, products or services.

By submitting an Entry, Entrants represent, warrant and covenant (and agree to release and indemnify Sponsor from same as set forth in these Official Rules) that their Entry submitted and all content therein: (i) is the original creation of the Entrant and has not been copied in whole or in part from any other work, and is the sole and exclusive property of the Entrant (or Entrant has all ownership or licensed rights thereto in any and all content); (ii) is not and does not contain, depict, seem to encourage or promote, or appear to be obscene, reprehensible, repugnant, offensive, sexually inappropriate, overtly political or religious, discriminatory, defamatory, highly sensitive, harmful, dangerous, unsafe, daring, risky, illegal, violent, explicit, cruel, hateful, or otherwise unsuitable, as determined solely by Sponsor (in its sole and absolute discretion); (iii) does not violate or infringe any copyright, trademark or other proprietary, publicity, privacy or any other rights of any person, entity, or venue; (iv) does not refer to or contain in any respect information about an individual under the age of 18 without the express permission of the minor's parent or adult legal guardian; and (v) any individuals mentioned, featured in, or who have worked on the Entry, in whole or in part, in any manner have given Entrant their *express* written consent to submission to this Promotion and the use contemplated. If requested by Sponsor, Entrant shall provide evidence of the above in writing. Nothing herein shall be deemed an obligation of confidentiality.

**6. DRAWING/WINNER SELECTION:** Seven (7) potential Prize winners, one from each week, will be selected in a random drawing conducted by Sponsor (or its authorized representative) on or about ten (10) working days following the end of the Promotion Period from among all eligible entries received during the Promotion. Sponsor or its authorized designee will respond to the potential winner's post on Facebook or Twitter with instructions on how to submit his/her name, email and/or physical address, phone number and any other required information in order for Sponsor to verify eligibility and deliver the prize. Potential winner must follow all instructions and may be required to sign, have notarized and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within the time specified by Sponsor, or prize will be forfeited in its entirety and awarded to an alternate winner.

Promotion Entities are not responsible for any undelivered telephone calls, messages, e-mails, or any other communications, including but not limited to those that are not received because of Facebook or Twitter or entrant's privacy or spam filter settings that may divert any winner notification or other Promotion related e-mail to a spam or junk folder. Prize award is subject to verification of eligibility and compliance with these Official Rules.

**7. PRIZE/ODDS. Grand Prize (7):** seven Michelin-branded 12-Volt Cooler/Warmer by Koolatron (approximate retail value ("ARV"): \$150.00) and a certificate for a pair of Justin Work Boots (suggested retail value of \$200.00), courtesy of Red Eye Radio. **Limit one (1) prize during the entire Promotion Period.** Odds of winning depend on the number of eligible Entries received.

All federal, state and local taxes on a prize are the sole responsibility of a winner. Winners will receive a certificate from Sponsor, and then Sponsor will ship prize to winner's legal residence within the U.S. (at Sponsor's expense) on or within approx. 4 – 6 weeks after the close of the Promotion. Winner is solely responsible for all costs and expenses thereafter, including proper installation. Any difference in ARV and actual value will not be awarded in cash or otherwise. No transfer, assignment or substitution of a prize (in whole or in part) is allowed, except Sponsor reserves the right to substitute a prize of equal or greater value. Prize is not redeemable for cash or otherwise. All costs, fees and expenses not expressly stated as being included herein are the sole cost and responsibility of winner.

In the event of noncompliance, if an entrant becomes noncompliant or ineligible during or after the Promotion Period, or a potential winner fails to respond within the time specified, or cannot be reached within two separate attempts using the contact method selected by Sponsor (in Sponsor's discretion), that prize will be forfeited and an alternate potential winner will be selected at random for the prize. A winner later found ineligible or non-compliant will be immediately required to return and forfeit any prize awarded. After three (3) unsuccessful attempts to verify an alternate winner for the prize, the prize will remain un-awarded. Prize or prize notifications that are un-awarded, unclaimed, returned, unresponsive, untimely, or otherwise

undeliverable will be forfeited and will not be re-awarded. *Any prize pictured in advertising or promotional materials is for illustrative purposes only and may not be the actual prize awarded.*

Prize awards are subject to verification of eligibility and compliance with these Official Rules. Sponsor reserves the right to and may conduct a voluntary background check on a potential winner, and such individual agrees to cooperate, to confirm eligibility and to help ensure that awarding a prize to any such individual will not bring the Promotion Entities into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Promotion, the Sponsor, prize suppliers, or their respective brands, goods or services, as determined by Sponsor in its absolute discretion.

**8. GENERAL:** Failure to timely return or properly complete Release Documents, or if potential winner is or becomes ineligible or does not comply with these Official Rules, prize forfeiture will result and an alternate potential winner will be selected. BY PARTICIPATING, ENTRANTS AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE SPONSOR, ITS PARENT, AFFILIATES AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS, AND FACEBOOK (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE OR LOSS), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING IN WHOLE OR IN PART FROM THE USE OF THE ENTRY IN WHOLE OR IN PART, THE DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY PRIZE RELATED ACTIVITIES, ACCESS TO ANY WEBSITES, AND/OR PARTICIPATION IN THIS PROMOTION OR ANY OTHER ELEMENT THEREOF. To the fullest extent permitted by law, entrants and winner covenant not to sue any Released Party or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind this release. A waiver by one or more of the Promotion Entities of any term in these Official Rules does not constitute a waiver of any other provision. Any invalid, illegal or unenforceable provision shall be deemed severed from these Rules only to the extent of its invalidity, illegality or unenforceability, and these Rules shall be construed and enforced as if they did not contain the stricken provision.

By entering and/or accepting a prize, entrants and winner hereby consent, where lawful, to the use by Sponsor (and its authorized representatives) of their name, image, likeness, voice, hometown, and/or biographical information (including the right to edit, adapt, crop, and modify such information or use it in illustrative, or composite form, alone or in conjunction with other works), in any and all media now known or hereafter developed worldwide, and on cellular networks, the Internet and World Wide Web, without additional compensation, and without the right of review, notification or approval. The information provided is subject to these Official Rules, the Privacy Statement on <http://www.michelinman.com/privacy.page>, and any posted Terms of Use on the referenced Websites.

**9. LIMITATIONS OF LIABILITY:** IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION OR ANY ELEMENT THEREOF, PARTICIPATION IN ANY PROMOTION ACTIVITIES, PARTICIPATION IN PRIZE RELATED ACTIVITIES OR ANY ELEMENT THEREOF, THE USE/MISUSE OF A PRIZE, AND/OR DAMAGES ARISING OUT OF ANY PARTICIPANT'S ACCESS TO AND USE OF (OR FAILURE TO ACCESS OR USE) THE PROMOTIONAL WEBSITES, OR THE DOWNLOADING FROM AND/OR PRINTING OF MATERIAL DOWNLOADED FROM THE WEBSITE.

If, for any reason, this Promotion or any element thereof is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, artifice, cheating or fraud, equipment, network or technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any element thereof and select the winner(s) for the applicable prize/prize level from eligible, non-suspect entries received prior to the action, or as otherwise may be deemed fair and equitable by Sponsor. Sponsor is not responsible for user cheating or fraud by any entrants. Any activities intended to disrupt or interfere with the proper play of the Promotion or defraud Sponsor in any way will be prosecuted to the fullest extent of the law. Participants who engage in any of the foregoing activities will be disqualified and will forfeit any prize won. Promotion Entities shall not be liable to winner or any other person or entity for failure to execute this Promotion or any element thereof, or supply a prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, cyber-attacks, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

Promotion Entities are not responsible for any typographical, human or other error in the printing of promotional and/or collateral advertising materials, administration of the Promotion, processing of entries or in the announcement of a prize or in any other materials, communications, or information associated with this Promotion or any element thereof. In the event that technological, programming, printing, erroneous communications, human or other error causes more than the stated number of winners/prizes as indicated in these Official Rules, to be communicated, sent as notifications, distributed, announced, claimed or received for any prize, Sponsor reserves the right, at its sole discretion, to award only the stated prize pursuant to a random drawing among all eligible non-suspect claimants or as otherwise deemed fair and equitable by Sponsor.

**THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF SOUTH CAROLINA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.** As a condition of participating in this Promotion, except where prohibited by law,

participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, exclusively before a neutral **one person arbitration** panel located in Greenville, South Carolina having jurisdiction.

**10. WINNER'S LIST:** For winner's names, contact Sponsor by mailing a self-addressed, sufficiently U.S. postage stamped envelope to: Michelin "KeepThanksMoving" Sweepstakes, Winner List Request, One Parkway South, Greenville, S.C, Attn: Contest Admin., for receipt by January 7, 2016. Limit one (1) request per person, or per household.

**11. SPONSOR:** Michelin North America, Inc., One Parkway South, Greenville, SC 29615.