

“Win A Tom Brady Used Car” 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.

DATES OF SWEEPSTAKES: The “Win A Tom Brady Used Car” Sweepstakes (the “Sweepstakes”) begins at 12:00:01 a.m. Eastern Time (“ET”) on March 4, 2025 and ends at 11:59:59 p.m. ET on April 14, 2025 (the “Sweepstakes Period”).

ELIGIBILITY: The Sweepstakes is open to 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 on behalf of itself and its car sales subsidiary, Hertz Car Sales, LLC (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

To enter, visit www.hertz.com/tombradyusedcar (the “Website”) and complete the online entry form (the “Entry Form”) in its entirety by submitting your full name (including your first and last name), and phone number. Upon clicking the “Enter” button, Entrants will receive one (1) entry into the Sweepstakes. Entrant must submit the Entry Form by 11:59 p.m. ET on April 14, 2025 to receive an entry.

Neither Sponsor nor any other Promotion Entities are 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 or any other reason, 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.

There is a limit of one (1) entry per Entrant for the entire Sweepstakes Period.

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 Entry Form (the "Authorized Account Holder"). Potential prize winner may be required to show proof of being the Authorized Account Holder.

Sponsor will not confirm receipt of entries for Entrants. All entries submitted become the sole property of Sponsor and will not be returned.

Without limitation, Sponsor reserves the right in its sole discretion to disqualify any Entrant whose social media account that, in their sole opinion, refers, depicts or in any way reflects negatively upon the Sponsor, the Promotion or any other person or entity; does not comply with these Official Rules; or if Sponsor receives notification about any potential infringements or breaches of law or any other reason set forth herein.

WINNING/ODDS: On or about April 17, 2025, one (1) grand prize winner (the "Grand 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 Winner will receive the following (the "Grand Prize"): (i) a used 2023 CADILLAC XT5 Premium Luxury SUV and (ii) \$5,000 cash in the form of a check. Total approximate retail value ("ARV") of the Grand Prize is \$31,124.

Vehicle color, options and accessories to be determined at the sole discretion of the Sponsor. The vehicle will have mileage, and the Grand Prize Winner is responsible for requesting any mileage on the vehicle. Grand Prize Winner must have and provide a valid Driver's License and provide proof of existing Vehicle Insurance Coverage (Comprehensive or Liability) at time of delivery. Grand Prize Winner will be solely responsible for any applicable registration, license, title and insurance fees, all taxes (federal, state, local, municipal, sales and/or income) and any expenses not listed herein related to the acceptance and use of the Grand Prize. Sponsor does not make, nor is Sponsor in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Grand Prize, including but not limited to its quality, fitness for purpose or mechanical condition; the only representation/warranty/guarantee that may be provided, if any, are those of the manufacturer and/or dealer. Grand Prize Winner must accept delivery of the vehicle or pick up the vehicle within 7 days of notification that the vehicle is ready. Grand Prize Winner is 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.

VEHICLE CONDITIONS: The Grand Prize Winner shall bear all risk of loss or damage to the vehicle after it has been delivered. The depiction of the vehicle in any advertising or promotional materials or physical display may not reflect the actual vehicle onsite at the time the Grand Prize is awarded.

PRIZE RESTRICTIONS: Grand Prize Winner is 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 Grand Prize is taxable as income. No substitution will be provided for the Grand 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. Grand Prize is not transferable prior to award. Grand Prize consists only of the items specifically listed as part of the Grand Prize description. No more than the one (1) Grand Prize as set forth in these Official Rules will be awarded.

GRAND PRIZE CLAIM/NOTIFICATION: The potential Grand 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 Grand 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 the Grand Prize (collectively, the "Required Documents"). Potential Grand Prize Winner may be required to provide

additional information/documentation to demonstrate eligibility. If the potential Grand Prize Winner fails to return the Required Documents within three (3) business days of receiving it, or otherwise is unable to demonstrate eligibility, potential Grand Prize Winner forfeits their right to the Grand Prize and another Grand Prize Winner may be selected at random from among the remaining non-winning eligible entries received during the Sweepstakes Period. If it is determined by the Sponsor, in its sole discretion, that the Grand Prize Winner is not eligible in accordance with these Official Rules, the Grand Prize Winner forfeits their right to the Grand Prize and an alternate may 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 Grand Prize is awarded, Grand Prize Winner will be issued a Form 1099 equivalent to the retail value of the Grand Prize, for income verification and tax purposes. **Grand Prize Winner must report income to the IRS. In the event it is deemed during the verification process that a potential Grand 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 Grand Prize, such potential Grand Prize Winner will be disqualified and another Grand 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.**

Grand 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 their name, likeness (photograph and/or video), biographical information, and voices in advertising/publicity/trade without compensation, notice or approval; and, Grand 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: All federal, state and local taxes on the Grand Prize is the sole responsibility of the Grand Prize Winner, if applicable. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Independent Administrator. Entries which contain false information, are incomplete, inaccurate or are otherwise forged, defective, or made outside authorized channels, including those which have failed due to malfunction or failure of phones, phone lines, telephone systems or networks, server, providers, computer equipment, software or any combination thereof of any kind, any human error or otherwise, shall be void. CAUTION: ANY ATTEMPT BY A 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 SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSISTITUTE A WAIVER OF THESE PROVISIONS. If, for any reason whatsoever, this Sweepstakes, in Sponsor's sole opinion, is not capable of running as planned, including, but not limited to, by reason of infection by computer virus, tampering, fraud, technical failures, or any other cause which, in the Sponsor's sole judgment, corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this Sweepstakes and limit entries to those submitted prior to the action taken, or to proceed in such a manner as may be deemed fair and equitable by Sponsor in its sole discretion. Notice of such action will be posted on the Website.

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, Meta 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/privacypolicy/index.jsp?targetPage=privacyPolicyView.jsp> and [hertzcarsales.com/privacy-policy.htm](https://www.hertzcarsales.com/privacy-policy.htm) and may be disclosed to Sweepstakes Entities for use in connection with this Sweepstakes.

WINNER'S LIST/RULES REQUEST: For the name of the Grand Prize Winner, please submit a self-addressed, stamped envelope for receipt no later than May 17, 2025 to "**Win A Tom Brady Used Car Sweepstakes**", PO Box 458, Newark, NY 14513. For Official Rules, visit the Website.

SPONSOR: The Hertz Corporation on behalf of itself and its car sales subsidiary, Hertz Car Sales, LLC, 8501 Williams Rd Estero, FL 33928.

This Sweepstakes is in no way sponsored or administered by Meta or any of their respective parents, affiliates and subsidiaries, and does not award or sponsor this Sweepstakes in any way. Any questions regarding the Sweepstakes should be directed to Sponsor.