

2019 GOODYEAR NORTH AMERICA HIGHWAY HERO AWARD OFFICIAL RULES

HIGHWAY HERO AWARDS:

One (1) 2019 Goodyear North America Highway Hero Award. The Highway Hero Award package includes all-expense paid trip for the Highway Hero Award winner and one adult (18 years or older) guest to Louisville, Ky., during the week of the 2019 Mid-America Trucking Show, which takes place March 28-30, 2019, plus a special Highway Hero award prize to be determined by Goodyear.

Two (2) Goodyear Highway Hero Award runner-up packages, to be determined by Goodyear, including all-expense paid trip for two runner-up finalists and one adult (18 years or older) guest per finalist to Louisville, Ky., during the week of the 2019 Mid-America Trucking Show, which takes place March 28-30, 2019

Terms and conditions apply.

ENTRY PERIOD:

The Goodyear Tire & Rubber Company is accepting nominations for the Goodyear North America Highway Hero Award through Nov. 29, 2018. Nominations may be submitted electronically or by regular mail.

ELIGIBILITY:

To be eligible to enter the Goodyear North America Highway Hero Award pool of candidates, a candidate must meet the following criteria:

- Must be a full-time truck driver
- Must reside in the U.S. or Canada
- The incident must have occurred in the U.S. or Canada
- Nominee must be on the job or on the way to and from work, and in his or her truck, at the time of the incident
- Nominee's truck at the time of the incident must have 12 wheels or more
- Incident must have happened between Nov. 16, 2017, and Nov. 16, 2018, to qualify for this year's program
- Nomination must be received by Nov. 29, 2018

To be confirmed as a Highway Hero Award finalist, candidate must be approved by Goodyear, which approval will require, among other things, candidate to clear background checks to Goodyear's satisfaction. Goodyear reserves the right to appoint a panel of judges to select the Highway Hero Award winner from the approved finalists; provided, that Goodyear reserves the right to select the finalists and/or winner at any time at its sole discretion.

In addition, all Highway Hero Award finalists, including the award winner, must agree to and sign the an Authorization and Consent Form provided by Goodyear. Failure to do so will result in disqualification. All finalists must pass background checks to Goodyear's satisfaction in order to participate, and advance, in the program. After the finalist has been approved by Goodyear and confirmed as passing the mandatory background checks and the finalist has completed and returned the Goodyear photo/video consent form, a Goodyear-provided W-9 tax form and all other required documentation or information requests, Goodyear will provide written notification to the finalist, stating that said finalist has been approved and confirmed and Goodyear will begin to administer the award(s) in accordance with these rules and conditions.

TERMS AND CONDITIONS:

In the event of non-compliance with any of these requirements of these Official Rules, prize may be forfeited at Goodyear's sole discretion. By accepting a prize, that prize winner agrees to accept the prize in the manner set forth by Goodyear. By participating, entrants agree to be bound by these Official Rules and by the decisions of the Goodyear and judges, which shall be final and binding in all respects. The winners, by entering the contest and, if applicable, accepting a prize, agree to release and hold harmless Goodyear, its affiliates, agents and employees from and against any and all liability for any injury including personal injury, death, loss or damages of any kind, arising from or in connection with participation in the Goodyear North America Highway Hero Award program or the acceptance of a prize, or any claims based on right of publicity/right of privacy. By entering the contest and, if applicable, accepting a prize, Highway Hero Award finalists and the Highway Hero Award winner grants Goodyear the right to use and publish his/her name, address (city and state of residence), photograph and/or likeness for public voting, advertising or promotional purposes in commerce and in any and all media now known or hereafter devised, worldwide in perpetuity, in connection with the Highway Hero Award program without limitation or notice, and without additional compensation, notification or permission, unless prohibited by law. Goodyear is not responsible for any change of email address, mailing address and/or telephone number of entrants.

OTHER CONDITIONS:

Goodyear is not responsible for any incorrect or inaccurate entry information. If for any reason, the Goodyear North America Highway Hero Award program is not capable of being conducted as described in these Official Rules for any other reason, as determined by Goodyear in its sole discretion. Goodyear shall have the right, at its sole discretion, to cancel, terminate, modify or suspend any and all activities related to the program.

In addition, awards may change, or be substituted, at the sole discretion of Goodyear. Finalists and the Highway Hero Award winner are responsible for all federal, state and local taxes, and any other costs and expenses associated with award acceptance not specified herein as being presided. Finalists and winner must complete a W-9 form to Goodyear before the award will be distributed. Failure to complete the W-9 form will result in disqualification and forfeiture of the award.

BY PARTICIPATING IN THE GOODYEAR HIGHWAY HERO AWARD PROGRAM, EACH GOODYEAR NORTH AMERICA HIGHWAY HERO AWARD ENTRANTS AND, IF APPLICABLE, AND FINALIST 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 PROMOTION, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION; (2) 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; (3) 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; AND (4) 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.

SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

