

# FRESH, NEW INVENTORY ON OVE WITH PROTECTION\*

21-DAY PURCHASE ADVANTAGE GUARANTEE WITH OVE INVENTORY SOLD RIGHT OFF SELLER'S LOT THAT HAS A CONDITION REPORT 2.0 & ABOVE!\*

Nervous about buying online? This is all you need: For a limited time only, find a great selection of inventory that hasn't been in the lanes. All inventory has DealShield 21-Day Purchase Advantage guarantee and a Condition Report of 2.0 and above. You can sleep easy knowing that you can return whatever you buy for whatever reason – for a full refund. Offer ends December 31, 2018.

Note: PICK UP location for vehicles is at dealership, NOT auction.

OPEN TO DEALERSHIPS WITH A VALID AUCTION ACCESS MEMBERSHIP NUMBER THROUGHOUT ENTIRE PROMOTION PERIOD THAT ARE INVITED TO PARTICIPATE AND THAT ARE NOT EXCLUDED AS DEFINED IN THE OFFICIAL TERMS AND CONDITIONS. Begins 12/1/2016 12:01 am ET & ends 12/31/18 at 11:59 pm ET. DealShield buyers are allowed three [3] returns for every ten [10]vehicles purchased during the promotion, and may return up to and including 10 of these vehicles per promotional period. No other auction or seller promotions are allowed for the program-eligible vehicles in the applicable sales channels (this includes but is not limited to drawings, giveaways and incentives/offers of any kind). For eligible purchase details, reward information, and official Terms and Conditions, see below. Promotion operated by:

Manheim Remarketing. Inc. on behalf of itself and its auction affiliates. 6325 Peachtree Dunwoody.

LEARN MORE AT MANHEIM.COM

# DEALSHIELD WITH CONDITION REPORTS PROMOTION

### **TERMS AND CONDITIONS**

Subject to these terms and conditions, purchasers of Insight condition reports from Manheim or AiM who list their vehicles on OVE and elect the seller's dealership as the pickup location will receive a Complimentary DealShield Guarantee redeemable by OVE buyers of those vehicles.

- 21 Day/250 Mile DealShield Guarantee.
- Maximum vehicle price is \$50,000
- Vehicles must have AutoGrade Condition Report of 2.0 or higher and a Buy Now or Starting Bid on OVE at 90-110% of National MMR.
- Program applies only to purchased vehicles facilitated by Manheim
- Vehicle buyer may return the vehicle for any reason and will be reimbursed 100% of purchase price and the OVE buy fee.
- Dealers that are not otherwise eligible for coverage under DealShield's buyer protection will not be entitled to the benefits of the DealShield Guarantee being offered under the Pilot Program.
- All eligible vehicle buyers of DealShield Guaranteed vehicles are subject to the DealShield terms and conditions.
- Further vehicle eligibility requirements, as well as additional terms and conditions governing the DealShield Guarantee can be found at http://www.dealshield.com/terms-conditions/.
- DealShield reserves the right to modify or discontinue the Pilot Program at any time.

### **ELIGIBILITY**

**ELIGIBLE DEALERSHIPS.** The DealShield with Condition Reports Promotion (the "Promotion") is operated by Manheim Remarketing, Inc. on behalf of itself and its auction affiliates ("Sponsor"), and is open only to automobile dealerships that have a valid AuctionACCESS membership number as throughout the entire Promotion Period ("5 Million Number"), that are invited by Sponsor to participate in this Promotion, and are not an excluded dealership as described below (each, a "Participating Dealership"). The determination of whether a particular dealership is eligible to participate in the Promotion will be determined in Sponsor's sole discretion.

This Promotion is subject to all applicable laws and regulations. Receiving a Reward (as defined below) in connection with this Promotion is contingent upon the dealership complying with all of the requirements in these terms and conditions for the Promotion (the "Terms"). ALL REWARDS WILL BE PROVIDED DIRECTLY TO THE PARTICIPATING DEALERSHIPS AND NOT TO THE INDIVIDUAL PERSON WHO MADE THE ELIGIBLE PURCHASES ON BEHALF OF THE PARTICIPATING DEALERSHIP.

It is your sole responsibility to review, understand and comply with your employer's gift and/or ethics policies regarding your eligibility to participate in promotions. Sponsor disclaims any and all liability or responsibility for disputes arising between an employee and their employer related to this promotion.



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### PROMOTION PERIOD.

### ELIGIBLE PURCHASES AND REWARD.

The Promotion works by offering a reward to the Participating Dealership that meets the following requirements: (i) Offsite inventory listed by a Participating Dealership (inventory not at a Manheim auction), (ii) With a Condition Report of 2.0 or greater; (iii) Priced between 90-110% of the Manheim Market Report price guide ("MMR").

Any vehicles that do not meet all criteria listed herein will not be counted as eligible for the following reward. Participating Dealerships completing all the above steps will receive a Reward which will consist of a Complimentary DealShield 360 Guarantee (the "Reward"). The value of the Reward will depend on the value of the unit for sale.

See terms and conditions for the DealShield product here: http://www.dealshield.com/terms-conditions/ Important to Note:

- Buyers are allowed three (3) returns for every ten (10) vehicles purchased during the promotion, and may return up to and including 10 of these vehicles per promotional period.
- No other auction or seller promotions are allowed for the program-eligible vehicles in the applicable sales channels (this includes but is not limited to drawings, giveaways and incentives/offers of any kind).

Reward and individual components of Reward packages are subject to availability. Sponsor reserves the right to substitute Reward or components of Reward package with a reward or component of equal or greater value. Reward earned in this Promotion will be awarded directly to the relevant Participating Dealership via a method to be determined in Sponsor's sole discretion.

## ADDITIONAL REWARD TERMS

Participating Dealerships may waive the right to receive a Reward. No substitutions for the Reward are allowed. Participating Dealerships that receive a Reward are solely responsible for reporting and paying any taxes on the award. The Participating Dealership receiving a Reward may be required to provide valid tax information to Sponsor or complete any tax forms required by the applicable government authority. Rewards will be made directly to the Participating Dealership and will be fulfilled upon completion of all required steps and verification of eligibility. Participating Dealerships and, when applicable, the individual participating in the Reward, may be required to complete a liability and publicity release (except where prohibited by law), which must be notarized and returned within ten (10) days of notification that the Participating Dealership has qualified to receive a particular Reward or of the Participating Dealership providing to Sponsor the names of those who will participate in a Reward, as applicable.



### RELEASE AND LIMITATION ON LIABILITY

BY PARTICIPATING IN THIS PROMOTION, EACH PARTICIPATING DEALERSHIP AND ITS AGENTS AGREE TO FULLY RELEASE, FOREVER DISCHARGE, AND HOLD HARMLESS SPONSOR, COX ENTERPRISES, INC., AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUPPLIERS, DISTRIBUTORS, ADVERTISING AND PROMOTION AGENCIES, AND AWARD SUPPLIERS AND EACH SUCH COMPANY'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY CLAIMS, COSTS, LIABILITIES, LOSSES, INJURIES, AND DAMAGES ARISING OUT OF OR RELATED TO THE PROMOTION OR THE RECEIPT AND/OR USE OF ANY REWARD TO THE FULLEST EXTENT PERMITTED BY LAW. EACH PARTICIPATING DEALERSHIP AND ITS AGENTS FURTHER AGREE THAT THE RELEASED PARTIES' TOTAL LIABILITY TO ANY PARTICIPATING DEALERSHIP FOR CLAIMS ARISING FROM OR RELATED TO THIS PROMOTION IS LIMITED TO \$500 (USD).

In the event the Promotion is compromised by a virus, non-authorized human intervention, tampering, or other causes beyond the reasonable control of Sponsor, which corrupt or impair the administration, security, fairness, or proper operation of this Promotion, Sponsor reserves the right in its sole discretion to suspend, modify, or terminate the Promotion. Should the Promotion be terminated prior to the stated end of the Promotion Period, Sponsor reserves the right to award any Rewards based on the Eligible Purchases made before the termination date.

### PRIVACY AND WEBSITE TERMS

The collection, use, and sharing of your information is subject to the Sponsor's privacy policy, a link to which is located at manheim.com. By visiting manheim.com, you also agree to be bound by the visitor agreement, a link to which is located at manheim.com. This Promotion is governed by and will be construed in accordance with the laws of the state of Georgia. By participating in this Promotion, you consent to the exclusive jurisdiction and venue of the state and federal courts in Fulton County, Georgia in all disputes arising out of or related to this Promotion. These rules are applied in conjunction with http://www.dealshield.com/terms-conditions/.

### **QUESTIONS**

If you have any questions about the Promotion, please contact Sponsor customer care at 1-866-MANHEIM (626-4346) or info@manheim.com.

