

2017 Overdrive's Most Beautiful Contest

OFFICIAL RULES AND REGULATIONS

NO PURCHASE OR ENTRY FEE NECESSARY TO ENTER, PARTICIPATE OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH FACEBOOK OR ANY OTHER SOCIAL MEDIA SITE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. **DESCRIPTION:** The Overdrive's Most Beautiful Contest (the "Contest") is a skill-based photo submission and essay contest. The Contest begins on Friday, December 16, 2016, and will culminate at The Great American Trucking Show in Dallas, TX from August 24-26, 2017 ("The Great American Trucking Show"). Entries, including nominations, will be accepted December 16, 2016, through February 15, 2017 (the "Contest Entry Period"). A panel of judges will determine the top ten (10) contestants (the "Finalists") and subsequently the first-place winner of the Contest, as described in Section 4 below (the "Final Round").

2. **SPONSOR:** Randall-Reilly Publishing Company, LLC, 3200 Rice Mine Road NE, Tuscaloosa, AL 35406. Sponsor reserves the right to modify, suspend, extend or cancel the Contest (with or without notice) at any time in Sponsor's sole discretion and may, but is not required to, substitute another contest in its place. Sponsor further reserves the right to amend or change these official rules and conditions of entry (the "Official Rules") at any time, in Sponsor's sole discretion.

3. **ELIGIBILITY:** This Contest is open only to legal residents of the fifty (50) United States and Washington D.C., and Canada, who are eighteen (18) years of age or older as of the date of entry and who are working drivers with a valid commercial driver's license in the state of the contestant's residence. Employees, directors, officers, agents, representatives and their immediate family members (including spouses, siblings, parents and children) and household members (whether related or not) of Sponsor, Overdrive magazine, or any of their respective parent companies, subsidiaries, affiliates, agents and companies involved in the design, implementation and execution of the Contest (the "Contest Entities") are not eligible to participate in this Contest. The Contest is subject to applicable federal, state and local laws and regulations and is void wherever prohibited or restricted by law. Individuals who have been Finalists in previous years the Contest has run (2013, 2014, 2015 and 2016) are ineligible to participate and will be disqualified if entered or nominated. Any nominee who does not uphold the highest standards of the trucking industry may be removed from the contest by editors at their discretion. By entering the Contest, contestants understand that are subject to a background check. Overdrive magazine reserves the right to disqualify contestants based on background check results, or for any other reason during the Contest period.

4. **AGREEMENT TO OFFICIAL RULES:** By entering the Contest, you fully and unconditionally agree to be bound by and accept all terms of these Official Rules and the decisions of Sponsor (including decisions with respect to the selection of winners and the interpretation of these Official Rules), which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all of the requirements set forth herein.

HOW TO ENTER: Each entry consists of an entry form and a single photographic image no more than one year old. To enter, visit www.overdriveonline.com/beautiful and complete the online entry form and follow the onscreen instructions. All entrants nominated by a second party will be e-mailed and verified prior to such nomination being entered in the Contest. All entry forms must be submitted by February 15, 2017, in order to enter the Contest. You must provide all of the information requested in the entry form and a photograph less than two years old in order to participate in the Contest. All entries become the property of Sponsor and will not be acknowledged or returned. By submitting your entry, you agree that the Sponsor, in its sole discretion, may remove your entry and disqualify you from the Contest if it believes, in its sole and absolute discretion, that your entry fails to conform to these Official Rules or it determines the entry to be inappropriate for any other reason. Sponsor further reserves the right to use any information submitted by any entrant in any form of media whatsoever without compensation, including as more specifically described in these Official Rules. Only those entries actually received prior to the end of the Contest Entry Period will be eligible to participate in the Contest. All times are measured by Sponsor's clock. Proof of sending is not proof of receipt; screen shots or confirming e-mails will not be accepted as proof of receipt. LIMIT ONE (1) ENTRY PER PERSON/PER E-MAIL ADDRESS. By entering the Contest, entrants agree to receive Overdrive magazine's digital newsletter via e-mail. Entrants who do not wish to receive e-mails from Overdrive magazine may opt out upon receipt of the first e-mail or any e-mail thereafter by following the opt-out instructions provided therein. To enter and participate in the Contest, you must comply with the following process:

a. SIGNING UP: During the Contest Entry Period, complete the online entry form as described above. By clicking submit, you confirm that you (or the driver you are nominating) are a working driver with a valid commercial driver's license and have not previously been a Finalist in Overdrive's Most Beautiful contest.

b. VOTING ROUND: There is no voting round for the 2017 Contest.

d. FINAL ROUND SELECTION AND SELECTION CRITERIA: Judges will select 10 Finalists, and these Finalists will be subject to a background check. Sponsor, Overdrive magazine and judges reserve the right to disqualify any entry at any time in the event they determine, in their sole and absolute discretion, that the entry is offensive, inappropriate, not in keeping with Sponsor's or the Contest Entities' images, or that an entrant has not otherwise complied with these Official Rules. The Contest winner (the "Grand Prize Winner") will be selected by judges, determined by Sponsor in its sole discretion. The judges will judge the Finalists' entries based on the following criteria: (i) interviews with each of the finalists, and (ii) relevance and interest of the finalist's entry to Overdrive magazine readers. In order to be selected as one of the Grand Prize Winner, the contestant must be available to attend The Great American Trucking Show (airfare and lodging provided as described in Section 7 below).

5. REPRESENTATIONS AND WARRANTIES: By submitting an entry in the Contest, entrant represents and warrants that (a) entrant's entry is original and created solely by entrant and that the exercise of the rights granted by entrant to Sponsor shall not infringe on the rights of any third party; (b) the entry, or any portion thereof, has not been entered in any other promotion or contest and is not subject to any lien or encumbrance; (c) entrant has the full and exclusive right, power and authority to submit the entry, and to grant Sponsor and Sponsor's designees the right to present any portion of the entry to the public,

without further compensation; (d) no rights in any portion of the entry have been previously granted to any other person, firm, corporation or entity; (e) the entry does not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement; (f) the entry does not contain any brand names, advertising logos or trademarks; (g) if someone other than the entrant appear in the entrant's photograph, the entrant prior to submitting the photograph, must have obtained permission and release to use such person's image in any and all media throughout the world without compensation and to assign this right of use to Sponsor; (h) the entry does not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous or libelous; and (i) the entry does not and will not violate the Official Rules or any applicable federal, state or local laws or regulations. Entrant hereby agrees to indemnify Sponsor and the Released Entities (as defined in Section 11 below) and any licensee of Sponsor against all claims, damages, liabilities and expenses (including attorneys' fees and legal expenses) arising out of any breach or alleged breach of these representations and warranties.

Sponsor reserves the right to disqualify any entry at any time in the event Sponsor determines, in its sole and absolute discretion, that the entry is offensive, inappropriate, not in keeping with Sponsor's or the Contest Entities' images, or that an entrant has not otherwise complied with these Official Rules.

6. LICENSE TO USE ENTRY: All entries will become the exclusive property of Sponsor, and no entry will be acknowledged or returned. Submitting an entry constitutes entrant's consent to give Sponsor and Sponsor's designees a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the entrant's entry in whole or in part, including the entrant's photograph, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, for any lawful purpose, including without limitation for advertising, promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to Sponsor to use the entry. Without limiting the foregoing, Sponsor and its designees have the right to post any or all of the entries, including entrants' photographs, on Sponsor's or its designees' websites and social media sites; posting any such entry is in no way indicative that the entry will be selected as a finalist or winner of the Contest.

7. PRIZES: The Grand Prize Winner will receive roundtrip airfare for one (1) (excludes airfare for the finalist's spouse, boyfriend, partner, children and/or any other travel companions) from the major metropolitan airport closest to the winner's residence to The Great American Trucking Show in Dallas, Texas, held August 24-26, 2017, three (3) nights of lodging (standard room) at a hotel selected by Sponsor, in its sole discretion, the title of Overdrive's Most Beautiful, a photograph session with a show truck, and a featured story in Overdrive magazine (the "Grand Prize"). Approximate Retail Value ("APR") of Grand Prize: \$4,000.00. Travel dates, airline booking and lodging will be in Sponsor's sole discretion. The Grand Prize DOES NOT include any ground transportation to and from airport, hotel or other prize locations; all ground transportation arrangements, costs and expenses shall be the sole responsibility of the finalists. The Grand Prize Winner is also solely responsible for all taxes, tips, gratuity, meals, service charges or any other service or item not specifically described above. APR of all prizes to be awarded: \$4,000.00.

8. WINNER NOTIFICATION: The ten (10) Finalists must complete, sign and return an Affidavit of Eligibility, Liability and Publicity Release and Talent Release. Any other person appearing in the Finalist's photograph must also complete, sign and return a Talent Release. If the Finalist fails to return these documents within 15 days from the date of the Finalist's notification, he or she will be disqualified and Sponsor may, but is not required to, select an alternate Finalist. The Grand Prize Winner selected by judges will be notified by May 2017. If the Grand Prize Winner: (i) cannot be contacted within five (5) calendar days of first notification attempt, (ii) is unwilling or unable to attend The Great American Trucking Show, (iii) rejects her Grand Prize, or (iv) fails to comply with these Official Rules, the Grand Prize will be forfeited and the Sponsor may, but is not required to, select an alternate Grand Prize Winner. Acceptance of any prize shall constitute and signify the winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, photo, Entry and/or prize information for any lawful purpose, including without limitation, for promotional, advertising or marketing purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, the Finalists and Grand Prize Winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to such person's entry and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the right to use any or all of the entry for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The Finalists and the Grand Prize Winner accept and acknowledge that Sponsor shall not be obligated to use such person's entry and that Sponsor in its sole discretion shall have the right to refrain from using all or any portion of the entry. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder.

9. PRIZE CONDITIONS: No prize may be exchanged for cash, transferred, or assigned by the Grand Prize Winner. Sponsor reserves the right to substitute a prize of the same approximate retail value. Sponsor will report all Grand Prize winnings to the appropriate agencies as required by applicable law. The Grand Prize Winner will be required to submit valid identification to the Sponsor and to execute any tax filings or other documentation the Sponsor deems necessary to properly award such prizes. Failure to comply with these requirements may result in disqualification. Any applicable federal, state or local taxes and any other incidental expenses or costs incurred in connection with or incidental to receipt or use of the Grand Prize, including but not limited to taxes, tips, gratuity, ground transportation, meals, service charges or any other service or item not specifically described in Section 7 above, are the sole responsibility of the Grand Prize Winner, and Sponsor and the Contest Entities shall not be responsible or liable for expenses or charges incurred by the Grand Prize Winner in connection with the receipt or use of the Grand Prize. The Grand Prize shall be awarded "as is" with no guarantees or warranties, either express or implied. Sponsor makes no representations or warranties in connection with the Contest and the Grand Prize and expressly disclaims all warranties and rights implied by statute or otherwise, including warranties of merchantability and fitness for a particular purpose, to the maximum extent permitted by law. The Finalists and the Grand Prize Winner will be required to complete, sign, notarize and return an affidavit of eligibility, a liability release and a publicity release (where lawful) within the time period indicated on the prize notification, and failure to comply with such requirement will result in forfeiture of the prizes, with

an alternate Finalist or Grand Prize Winner being selected as described herein. Sponsor is not responsible for and shall not be liable if the Grand Prize is declined or undeliverable. The failure of Sponsor or the Contest Entities to comply with any provision of these Official Rules due to an act of God, act of terrorism, hurricane, war, fire, riot, earthquake, act of public enemies, actions of governmental authorities outside of the control of such parties (excepting compliance with applicable codes or regulations) or other force majeure events will not be considered a breach of these Official Rules.

10. PUBLICITY AND PRIVACY: By entering the Contest, each entrant consents to the use of the entrant's name, city, state, likeness, picture, portrait, voice, biographical and personal background information, entry, prize information and image for purposes of advertising, marketing and promoting Sponsor and Sponsor's designees without compensation or further consent or notification, except where prohibited by law. Information collected from entrants through the Contest is provided to Sponsor and is subject to the privacy policy located at <http://www.randallreilly.com/about-us/randall-reilly-privacy-policy>. By entering the Contest, you agree to the use of your personal information as described in such privacy policy.

11. RELEASE OF LIABILITY: By entering this Contest, each entrant forever discharges and releases Sponsor, Contest Entities and Facebook, together with their respective parent companies, subsidiaries, affiliates, and each of their respective directors, officers, members, shareholders, employees, representatives, agents, successors and assigns (collectively, the "Released Entities") from any and all liability, claims, causes of action, suits, and demands of any kind whatsoever arising from or in connection with the Contest, including, without limitation, responsibility for property damage, loss of life, or personal injury resulting from or in connection with participating in the Contest or from or in connection with use or receipt of the Grand Prize, however caused. To the fullest extent permitted by law, the Finalists and the Grand Prize Winner shall indemnify and hold harmless the Released Entities from any claims or damages for bodily injury, sickness, disease or death or from any claims for damage to tangible property. This indemnification shall extend to claims resulting from use of the Grand Prize and shall apply only to the extent that the claim or loss is caused in whole or in part by any negligent act or omission of the Grand Prize user or owner.

12. ADDITIONAL ENTRY RULES: Entries must be filled out completely and legibly in order to qualify, and will be void if they are, in whole or in part, incomplete, illegible, damaged, irregular, counterfeit, altered, or obtained through theft or fraud. No mechanically reproduced, software-generated or other automated multiple entries are permitted. Sponsor is not responsible for lost, late, illegible, misdirected or mutilated entries, including due to transmission, technical, and/or network failures of any kind, including, without limitation, malfunctioning of any hardware or software (whether originating with sender or Sponsor), telephonic failures, human error, or any other error or malfunction. For online entries, the authorized account holder of the e-mail address submitted at time of entry will be considered the entrant. An "authorized account holder" shall mean the natural person assigned to such e-mail account by the Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account. A potential winner may be requested to provide proof that he or she is the authorized account holder of the e-mail address associated with a winning.

Entrants agree not to upload post or transmit any materials which contain any computer viruses, Easter eggs, worms, Trojan Horses or other harmful component or programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. Any attempt to deliberately damage any web site or undermine the operation of the Contest is a violation of criminal and civil laws, and Sponsor reserves the right to seek damages from any person who makes such attempt(s).

Entry materials that have been tampered with or altered are void. Any questions regarding the number of entries submitted by an individual or the authorized account holder of an e-mail address shall be determined by Sponsor in its sole discretion, and Sponsor reserves the right to disqualify any entries by persons determined to be tampering with or abusing any aspect of the contest.

13. DISPUTES; APPLICABLE LAW: All entrants, the Finalists and the Grand Prize Winner agree that any and all disputes, claims and causes of action arising out of or in connection with this Contest, or any prize awarded or the determination of the Finalists and the Grand Prize Winner, which cannot be resolved between the parties, shall be resolved individually, without resort to any form of class action, exclusively by arbitration pursuant to the commercial arbitration rules of the American Arbitration Association, then in effect. Further, in any such dispute, under no circumstances will entrants, the Finalists and the Grand Prize Winner be permitted to obtain awards for, and each entrant, Finalists and Grand Prize Winner hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, including attorneys' fees, other than entrants', Finalists' and the Grand Prize Winner's actual out-of-pocket expenses incurred by participation in the Contest, and each entrant, Finalist and Grand Prize Winner further waives any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of the entrants, the Finalists, the Grand Prize Winner, Sponsor, Contest Entities and the Released Entities in connection with the Contest shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of North Carolina or any other jurisdiction) that would cause application of the laws of any jurisdiction other than the State of North Carolina. All entrants and the Prize Winner consent to the jurisdiction and venue of the courts located within Mecklenburg County, North Carolina.

14. WINNER'S LIST: To obtain a copy of a winner's list via mail, please mail your request, together with a self-addressed, stamped envelope, to: Randall-Reilly Publishing Company, LLC, Corporate Headquarters, 3200 Rice Mine Road NE, Tuscaloosa, AL 35406, Attn: Overdrive's Most Beautiful. Requests received after October 25, 2017, will not be honored.

THIS CONTEST IS NOT SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK OR ANY OTHER FORM OF SOCIAL MEDIA. BY ENTERING THE CONTEST, YOU AGREE TO RELEASE FACEBOOK AND ANY OTHER FORM OF SOCIAL MEDIA FROM ANY POTENTIAL LIABILITY IN CONNECTION WITH YOUR ENTRY AND PARTICIPATION IN THE CONTEST.