## FORD EV TOUR SWEEPSTAKES

### **OFFICIAL RULES**

#### **NO PURCHASE NECESSARY**

#### A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCES OF WINNING.

Open only to legal residents of the 48 Contiguous United States and the District of Columbia, 18 years of age or older and a valid U.S. driver's license, as of date of entry.

By participating, you agree to these Official Rules and the decisions of Ford Motor Company ("Sponsor" or "Ford") and Group E Marketing Services LLC ("Administrator"), which are final and binding in all respects and not subject to appeal.

The Sweepstakes is offered only in the 48 contiguous United States and the District of Columbia. Void in Alaska, Hawaii, Puerto Rico, and other U.S. Commonwealths, Territories, and jurisdictions (including overseas military installations). Void where prohibited by law.

1. <u>Sweepstakes Schedule:</u> May 1, 2023, at 12:00 a.m. ET – December 31, 2023, at 11:59 p.m. ET.

#### 2. <u>Eligibility</u>:

The following persons are NOT eligible to participate or win the prize in the Sweepstakes:

- Employees, directors and officers of Sponsor, Jackson Dawson Communications, Inc., Electrify Expo, LLC, GTB Agency LLC, Administrator; the parents, subsidiaries, divisions and affiliates of any of the foregoing entities (collectively, the "Sweepstakes Entities").
- The immediate family of any such employee/officer/director ("immediate family" being defined as spouse, siblings, parents, children and their spouses, regardless of where they live).
- Members of the same household of any such employee/officer/director, whether related or not.
- Employees, directors, officers or independent contractors of other exhibitors at any Electrify Expo event (as discussed in Rule 3 below).

### 3. How To Enter:

(a) <u>EV Tour at Electrify Expo</u>: Purchase a ticket for and attend Electrify Expo. While at Electrify Expo, visit the EV Tour event at Electrify Expo and register to test drive the 2023 Ford Mustang Mach-E Premium SUV All Wheel Drive (AWD) <u>or</u> the 2023 Ford F-150 Lightning SuperCrew Cab Pickup Truck\*. Electrify Expo tickets are offered while supplies last; Sponsor shall not have any liability if Electrify Expo tickets for a given location are sold out.

Electrify Expo locations are as follows:

Location	Dates
Long Beach Convention and Entertainment	May 19 -21, 2023
Center, Long Beach, California	
Alameda Point, Alameda, California	June 24-25, 2023
RFK Stadium, Washington, DC	July 22-23, 2023
Nassau Coliseum, Uniondale, New York	August 12-13, 2023

Location	Dates
Marymoor Park, Redmond, Washington	September 9-10, 2023
The Fairgrounds, Miami, Florida	October 14-15, 2023
Circuit of the Americas, Austin, Texas	November 10-12, 2023

(b) <u>EV Tour Events at OTHER Locations</u>: Sponsor will present EV Tour events at locations throughout the 48 contiguous United States <u>IN ADDITION TO</u> Electrify Expo locations: for a list of EV Tour events, visit <u>www.fordevtour.com</u>. Some events may require an entry fee. At an EV Tour event, register to test drive the 2023 Ford Mustang Mach-E Premium SUV All Wheel Drive (AWD) <u>or</u> the 2023 Ford F-150 Lightning SuperCrew Cab Pickup Truck\*.

\*Depending on the Event, one or both vehicles may be available for test drives.

## For Entry at EV Tour Event:

Access to EV Tour event and ability for a test drive are available only during the designated time period at the corresponding EV Tour event. Registering for the test drive will automatically result in Sweepstakes entry.

Entry will be conditioned on providing all required information when registering for test drive. You acknowledge and agree that test drive will be subject to additional terms and conditions, which will be provided at and must be agreed to in order to participate in test drive.

Test drives are offered on a first come-first served basis and not guaranteed. Sponsor and its agencies shall not have any liability if an individual is not provided the opportunity to for a test drive at an EV Tour event. You are not required to actually test drive the Ford electric vehicle at an EV Tour event in order to enter and doing so will not increase your chances of winning the prize.

(c) <u>WITHOUT PURCHASE - Online:</u> Visit www.fordevtour.com and complete an official entry form with all required information including, your name and email address.

### 4. <u>Privacy:</u>

By entering the Sweepstakes, you agree that any personal information provided by you in conjunction with Sweepstakes participation will be governed by the Ford US Privacy Notice available at https://www.ford.com/help/privacy/#USprivacypolicy and/or the Electrify Expo Data Collection And Privacy Policy found in Section 6 of Privacy + Terms available at https://www.electrifyexpo.com/policy. You are strongly encouraged to review the Ford US Privacy Notice and/or the Electrify Expo Data Collection And Privacy Policy BEFORE entering the Sweepstakes. By entering the Sweepstakes, you expressly agree to the terms of the Privacy Statements.

California residents should specifically review the *California Privacy Rights* section of the Privacy Policy as this addresses the rights of California residents as to the processing of their personal information pursuant to the California Consumer Privacy Act (CCPA), including the purposes for which their personal information has been collected, how Ford will use and share such personal information as well as their rights relative thereto.

# 5. <u>Restrictions on Entry:</u>

- a) There is a limit of one (1) entry per person regardless of entry method and number of test drives at EV Tour events. A given email address may only be used by one (1) person to participate in the Sweepstakes. Violation of entry limit may result in disqualification of all entries and may constitute tampering as per Rule 9d below.
- b) By submitting an entry, you represent and warrant that all information included thereon is truthful. Any misrepresentation or deception as to one's identity and/or other entry information will result in disqualification and constitutes tampering as per Rule 9d below.
- c) Sponsor may (but will not be required to) acknowledge receipt of an entry. Any such acknowledgment is not binding upon Sponsor or Administrator.
- d) In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the Authorized Account Holder of the email account used to submit the entry. Authorized Account Holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.
- e) For EV Tour event entry, only registrations recorded by event personnel will result in entry.
- f) For EV Tour event entry, if event personnel determine in their sole discretion that a person who registered for a test drive thereafter participated in the test drive in a reckless, wanton or grossly negligent manner or otherwise violated the standards of conduct of event attendance, such person's entry may be disqualified and he/she shall be subject to ejection from the event (and, for EV Tour events at Electrify Expo location, possible ejection from such Electrify Expo location) in addition to potential legal sanctions.

# 6. Random Drawing. Winner Notification:

- a) The potential winner will be selected in a random drawing conducted by Administrator, an independent judging agency, on or about January 8, 2024.
- b) The potential winner will be notified by telephone and/or email and must complete and return an Affidavit of Eligibility and Liability Release and except where prohibited, a Publicity Release. An electronic signature or affirmation or facsimile signature shall have the same legal force and effect as a hand-signed document; however, Sponsor and Administrator reserve the right in their sole discretion, to condition prize award on the potential winner returning a hand-signed version of the Affidavit/Release if such electronic signature/affirmation/facsimile signature is deemed to be inconclusive or inadequate by Sponsor and Administrator.
- c) If the entrant selected as the potential winner fails to timely execute and return the Affidavit/Release, if he/she is determined to be ineligible for any reason or the selected entrant cannot be contacted after reasonable effort as determined by Administrator in its sole discretion, prize will be forfeited without compensation of any kind and an alternate entrant will be selected as the potential winner.
- d) Odds of winning the Grand Prize depend on the total number of eligible entries received.

# 7. <u>Grand Prize:</u>

One (1) Grand Prize is offered in the Sweepstakes. The Grand Prize is a Ford Mustang Mach-E Premium SUV AWD Extended Range. Approximate Retail Value (ARV): not to exceed \$70,000. If Grand Prize is less than \$70,000 winner <u>will NOT receive the difference in prize value.</u>

Winner must accept specific vehicle provided by Sponsor in designated color with accompanying options. Winner is solely responsible for all costs and expenses associated with acceptance and use of vehicle; the preceding includes but is not limited to registration, license and title fees, costs of vehicle insurance, and any desired upgrades/options. To take delivery, winner must provide a valid U.S. driver's

license and proof of insurance that is compliant with all applicable state requirements. Sponsor in its sole discretion will determine the dealership and date/time for vehicle delivery. Winner must take delivery within thirty (30) days of notice of vehicle availability at dealership. If winner declines to or cannot take delivery of vehicle within such period, prize will be forfeited and no alternate prize or compensation will be awarded. Winner understands and agrees that prize may differ from images of same in Sweepstakes advertising (including on display at Electrify Expo events) and releases Sweepstakes Entities from any and all liability in conjunction therewith. In accepting prize, winner acknowledges and agrees that operation of a motor vehicle poses certain inherent risks of injury and harm to property.

All taxes on the prize won are the sole responsibility of winner. Winner understands that Sponsor is required by law to issue him/her an Internal Revenue Service 1099 Tax Form for the value of prize won; and winner agrees to fully cooperate with Sponsor or its representative in this regard, including by providing his/her Social Security Number upon request. Prize is not transferable. Prize cannot redeemable/exchangeable for cash. Sponsor reserves the right to substitute the advertised prize for any reason for a prize of equal value. Winner will not receive the difference, if any, between the ARV and the actual value of the prize.

## 8. <u>Releases:</u>

- a) By participating, entrants release and agree to hold harmless Sweepstakes Entities, and each of their respective shareholders, directors, officers, agents, members, successors, assigns and employees (collectively the "Released Parties") from any and all liability in conjunction with participation in the Sweepstakes or the receipt, acceptance, possession, use or misuse of prize, as applicable.
- b) Entrants further agree that Sponsor makes no warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the prize other than its standard vehicle warranty on the Ford Mustang Mach-E Premium SUV AWD, which is expressly limited to its terms, and the Released Parties shall have no responsibility with respect to such standard vehicle warranty except solely to the extent stated therein.
- c) Where lawful, by accepting prize, winner agrees to the use by Sponsor and its designees of his/her name, likeness, voice, photo, image, statements about the Sweepstakes, address (city/state) and other indicia of persona for commercial/advertising/publicity purposes without further compensation or notice or approval of any kind.

### 9. Limitations of Liability:

- a) Released Parties are NOT responsible for:
  - any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes (including at any Electrify Expo event);
  - technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software;
  - unauthorized human intervention in any part of the entry process or the Sweepstakes;
  - technical or human error which may occur in the administration of the Sweepstakes or the processing of entries;
  - late, lost, incomplete, misdirected, corrupted, illegible/garbled, jumbled, inaccessible, stolen, damaged or compromised entries, regardless of cause (all of which are void); and
  - any damage to entrant's or another's computer (or information stored thereon) due to participation in the Sweepstakes.

- b) Sponsor's/Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- c) Force Majeure: If, for any reason beyond Sponsor's control, the Sweepstakes (or any part thereof, including one or more Electrify Expo events) is not capable of running as originally planned (for example, pandemic/epidemic, fire, flood, storm or other natural cataclysm, riot or strike), Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes, making the prize available in a random drawing comprised of all eligible entries received prior to the action taken by Sponsor or otherwise in a manner which is fair, equitable and in accordance with these Official Rules, as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on www.fordevtour.com and at Electrify Expo events to the extent feasible.
- d) Any attempt to tamper with the Sweepstakes; to defraud Sponsor or Administrator in conjunction with the operation of the Sweepstakes; any belligerent, anti-social or inappropriate behavior at an Electrify Expo event or failure to follow all instructions of Sponsor representative at an Electrify Expo event (all as determined by Sponsor/Administrator in their sole discretion) will result in automatic disqualification (if applicable), as well as exposing any individual suspected of such conduct to prosecution and liability to the fullest extent allowed by law.

# 10. Governing Law: Dispute Resolution:

- a) These Official Rules and the Sweepstakes shall be governed by the law of Michigan (except for the conflict of law/choice of law rules of Michigan or of any other jurisdiction which would lead to the application of the law of any jurisdiction other than Michigan.)
- b) To the fullest extent permitted by law, entrants agree that: (i) any claim, dispute or cause of action regarding the Sweepstakes or these Official Rules shall be brought individually (NOT AS PART OF A CLASS ACTION) in the federal or state courts of Michigan; (ii) they consent to the personal jurisdiction of such courts as the exclusive tribunal for adjudication of any such claim/dispute/cause of action; (iii) their recovery will be limited to actual out-of-pocket costs involved in participating in the Sweepstakes (if any) and they expressly waive their right to all other forms of recovery, including by way of example only, punitive, consequential, indirect, incidental, special and exemplary damages as well as attorneys' fees for bringing such claim/dispute/cause of action. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.
- 11. <u>Winner's List:</u> For winner's list, please send a self-addressed stamped envelope to 'FORD EV TOUR SWEEPSTAKES', PO BOX 2828, Orlando, FL 32802. All requests for the winner's list must be received by January 12, 2024.

**SPONSOR**: Ford Motor Company, 16800 Executive Drive, Dearborn, MI 48126.