

OFFICIAL COMPETITION RULES

National Automobile Dealers Association Philanthropy Pitch Competition Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

By participating in the National Automobile Dealers Association (“NADA”) Philanthropy Pitch Competition (the “Competition”), Competition entrants (“Entrant(s)”) agree to be bound by these Official Rules and to NADA’s decisions, which are final and binding on all matters relating to the Competition. The Competition submission period begins at 12:00 a.m. E.S.T. on October 1, 2023, and ends at 11:59 p.m. E.S.T. on November 17, 2023 (the "Submission Period"). The sponsor of this Competition is NADA (the “Sponsor”), having its principal place of business at 8484 Westpark Drive, Tysons, VA 22102. The Competition will operate as described below, on or about the stated start date.

(A) Eligibility: This Competition is open to persons eighteen (18) years of age or older who are legal residents of the United States and registered as an attendee for the 2024 NADA Show (“Entrant”). This Competition is void where prohibited including outside of the United States. Employees of NADA, its affiliates, advertising and promotion agencies, and suppliers (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Competition. The Competition is subject to all applicable federal, state, and local laws and regulations.

The Competition is limited to one Entry as defined in Section (B) of the rules, per Entrant, to win no more than one (1) Grand Prize as defined in Section (C) of the rules for this Competition. By entering this Competition, Entrant represents and warrants that the submitted Entry is an original work of authorship and does not violate any third party’s proprietary or intellectual property rights. If an Entry infringes upon the intellectual property right of another, Entrant will be disqualified at the sole discretion of NADA. Entries containing inappropriate content, including but not limited to the following, will be deemed ineligible at the sole discretion of NADA and disqualified from the Competition:

- Pornography, adult-oriented content, or any other sexually explicit material
- Explicit language or content
- Images of violence or promotion of illegal activities
- Content in violation of intellectual property rights or laws

- Libelous, defamatory, disparaging, tortious or slanderous materials
- Content that denigrates, disparages or reflects negatively on NADA, its Board members, employees, or vendors
- Tobacco, alcohol or drugs
- Dangerous stunts
- Real weapons of any kind, including, but not limited to, guns, knives or projectiles
- Material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, or local law, ordinance, or regulation.

Entry constitutes Entrant's certification that they meet the eligibility requirements set forth in these official rules and only Entries that are submitted in the manner described in the Entry Method will be eligible for Entry in this Competition. Entries received outside of the established Submission Period for the Competition as listed in Section D will not be considered and shall be deemed invalid. NADA reserves the right to verify eligibility of any potential winner. Winning a prize is contingent upon fulfilling all requirements set forth herein. In consideration for the opportunity to submit an Entry to participate in this Competition, Entrant irrevocably gives NADA, its affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, the right and permission to record, use, copy, alter, distribute, publish, broadcast, and display submitted Entry and Entrant waives any right to royalties or other payment for the use of the Entry. Entrant also waives their right to inspect or approve NADA's use of the Entry and other materials NADA may use with them. In the event that any potential Prize winner does not respond to such Prize notification within the required response time or fails to provide NADA with all information necessary to receive the Prize, a disqualification and Prize forfeiture will result.

(B) Entry Method: To enter this Competition, Entrants must submit a one (1) minute audio recording explaining and showcasing their dealership's philanthropic causes and what they specifically did in 2023 to help their community ("Entry"). Entries should be submitted via the NADA website at www.nada.org. This Competition is available via online submission only. No other method of Entry will be accepted. Entry into this Competition constitutes permission for NADA to use and republish persons, social media name, likeness, and Entry for purposes of advertising and trade without further compensation, unless prohibited by law.

Upon the conclusion of the Submission Period as provided in paragraph (D), Entries will be judged by a team of NADA staff and up to ten (10) finalists will be selected from the pool of Entrants (“Finalist”) and informed on or around December 1, 2023. The selected Finalists will then be offered the opportunity to provide a two-minute promotional pitch live and in-person at the 2024 NADA Show on February 3, 2024. One grand prize winner (“Winner”) will then be selected by a panel of judges based on the in-person pitches provided by the Finalists.

(C) Prizes and Notification: One (1) grand prize will be awarded (the “Grand Prize”), consisting of:

- personalized trophy
- \$5,000 donation to a charity of their choice
- Participation in a Live Stage segment on Sunday, February 4 of the NADA Show along with the **top three finalists from the competition.**

The Grand Prize Winner will be announced and notified upon the conclusion of the Finalist pitches on February 3, 2024. NADA shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the Grand Prize within sixty minutes from the time award notification was sent, the Grand Prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the Grand Prize offered in this Competition is conditioned upon compliance with any and all federal, state, and local laws and regulations. Actual/appraised value may differ at time Grand Prize is awarded. No other Grand Prize substitution shall be permitted except at NADA’s sole discretion. The Grand Prize is not transferable. Any and all Grand Prize-related expenses, including but not limited to, any and all federal, state and/or local taxes, shall be the sole responsibility of the Grand Prize Winner. Acceptance of prize constitutes permission for NADA to use Winners’ name, likeness, and Entry for purposes of advertising and trade without further compensation, unless prohibited by law. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER AT NADA’S SOLE DISCRETION WILL RESULT IN WINNER’S DISQUALIFICATION AS WINNER OF THE COMPETITION, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

(D) ENTRY Period: The Competition submission period begins at 12:00 a.m. E.S.T. on October 1, 2023 and ends at 11:59 p.m. E.S.T. on November 17, 2023 (the "Submission Period").

(E) Method of selecting Winner(s)/ Judging Criteria: Judging of Entries will be performed by a team of NADA staff. Entries and Finalists will be judged based the compelling storytelling on how Entrant helped their community. The Competition will close on 11:59 p.m. E.S.T. on November 17, 2023, and the Finalists will be announced on or around December 1, 2023, via email.

(F) Termination of Competition: NADA may, at any time and in its sole discretion, announce a suspension or termination of this Competition, without advance notice, at which point no additional Entries will be accepted and no additional Grand Prizes shall be awarded. Neither NADA, nor any officers, directors, board members or employees shall have any liability whatsoever for any such termination. NADA reserves the right, in its sole discretion, to maintain the integrity of the Competition, to void Entries for any reason, including, but not limited to: multiple Entries from the same user from different IP addresses; multiple Entries from the same computer in excess of that allowed by Competition rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an Entrant to deliberately damage any website or undermine the legitimate operation of the Competition may be a violation of criminal and civil laws. Should such an attempt be made, NADA reserves the right to seek damages to the fullest extent permitted by law.

(G) Limitation of Liability: By entering this Competition, Entrant agrees to release and hold harmless NADA and its affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such Entrant's participation in the Competition and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the Entry process or the Competition; (v) electronic or human error in the administration of the Competition or the processing of Entries.

(H) Disputes: This Competition shall be governed by the laws of the Commonwealth of Virginia without regard to the conflict of law provisions thereof. The Entrant(s) hereby irrevocably acknowledge and agree that any legal action, suit, or proceeding brought by or against them with respect to any matter arising out of or in any way connected with this Competition shall be brought exclusively in courts of Fairfax County in the Commonwealth of Virginia, or in the United States District Court for the Eastern District of Virginia, Alexandria Division. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT(S) HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF ANY CLAIM OR DISPUTE BETWEEN THEM ARISING UNDER OR RELATING TO THE SERVICES OR THIS COMPETITION.**

(I) Winners List: To obtain a copy of the Winner(s) name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: NADA, 8484 Westpark Drive, Tysons, VA 22102. Requests must be received no later than February 3, 2024.