OFFICIAL SWEEPSTAKES RULES

Win Two VIP Credentials to the April 2024 Barrett-Jackson Palm Beach, Florida Event

PLEASE READ THESE RULES CAREFULLY. BY ENTERING THE SWEEPSTAKES YOU AGREE TO BE BOUND BY THESE TERMS.

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

ELIGIBILITY: THIS SWEEPSTAKES IS OPEN TO INDIVIDUALS WHO COMPLETE THE BARRETT-JACKSON CONTEST FORM ONSITE AT BARRETT-JACKSON'S BOOTH/EXHIBIT SPACE AT THE MARCH 21-24, 2024, PALM BEACH INTERNATIONAL BOAT SHOW EVENT ALONG FLAGLER DRIVE IN DOWNTOWN WEST PALM BEACH, FLORIDA. THIS SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER. YOU MAY NOT PARTICIPATE IF YOU ARE NOT A LEGAL U.S. RESIDENT AND PHYSICALLY LOCATED WITHIN THE U.S. AT THE TIME OF ENTRY. LIMIT ONE ENTRY PER PERSON.

The following persons are not eligible to enter the sweepstakes: (a) employees of Barrett-Jackson Auction Co. LLC ("Company"), its affiliates, subsidiaries, parent companies, officers or employees; (b) officers, employees or agents of any organizations directly involved with this sweepstakes, and (c) immediate family members and persons living in the same household as the persons identified in (a) and (b) above. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

HOW TO ENTER: Visit Barrett-Jackson's booth/exhibit space at the March 21-24, 2024, Palm Beach International Boat Show between 12 pm and 7 pm ET on Thursday, March 21; Friday and Saturday, March 22 and 23 between 10 am and 7 pm ET; and Sunday, March 24 between 10 am and 5 pm ET and complete the contest entry form to enter to win.

You may also enter by submitting your name, complete address, email address and telephone number on a 3x5 card addressed to: Barrett-Jackson Sweepstakes Entry, Attn: Grassroots Department, 15555 N. 79th Place, Scottsdale, Arizona, 85260. Only entries received between 12:00 am EST on March 15, 2024 and no later than 11:59 pm EST on March 25, 2024 will be eligible. All entries received before or after these dates will not be entered into the sweepstakes and will be null and void. **Limit one entry per person.**

Company is not responsible for lost, late, misdirected, incomplete or otherwise illegible entries.

ODDS OF WINNING: The odds of winning will depend upon the actual number of entries received for this sweepstakes.

RANDOM DRAWING: There will be one winner selected in a random drawing on or about March 27, 2024, from among all eligible entries received. The winner will be notified by email at the email address submitted at time of entry. A total of 1 winner will be drawn. At the sole discretion of Company, disqualification, forfeiture and the selection of an alternate winner may result from any of the following: (1) the return of any notice or prize as undeliverable; (2) potential winner's failure to respond to Company's notification after one business day; (3) potential winner's failure to provide Company with satisfactory proof that he/she is the authorized

account holder of the address associated with a winning entry; (4) potential winner's failure to validly claim any prize by March 29, 2024; (6) any other non-compliance with these Rules. In the event of prize forfeiture, Company may, in its sole discretion, award the forfeited prize to an alternate winner; provided that Company will not be required to award any forfeited prize.

PRIZES: A total of 1 winner will receive the following prize:

- A pair of VIP credentials to each day of the April 2024, Barrett-Jackson Palm Beach, Florida Event.

Only the prize specified above will be awarded. The prize is non-transferable, with no cash redemption or equivalent. All federal, state and local income taxes, insurance, licensing, registration and title fees, or any other fees or charges whatsoever connected to the prize are the sole responsibility of the winner. All applicable federal, state and local laws and regulations apply. The approximate retail value of a prize is approx. \$400.

Company shall only be responsible for awarding one prize, as stated in these rules. Company expressly disclaims any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use of the prize awarded. Company makes no representation, warranty, or guarantee of any kind concerning any prize awarded. The winner agrees to accept the prize "AS IS." Any depiction of the prize or any element thereof in promotional and advertising materials in connection with the sweepstakes is for illustrative purposes only and may not be the actual prize awarded. Lost or stolen prizes will not be replaced. No substitution allowed except, at Company's sole discretion, a prize of equal or greater value may be substituted.

CLAIMING PRIZE: Only a properly claimed prize will be awarded. As a condition of winning the prize, the winner may be required to, in the sole discretion of the company, complete, sign and return an affidavit of eligibility and liability and publicity release, where permitted by law, and any other applicable forms required by a taxing authority within three days of receipt of written prize notification or the prize will be forfeited and an alternate winner selected. Further, by accepting the prize, the winner consents to Company's use of their name, photograph and/or likeness, voice, and statements made by or attributed to them, in perpetuity, in any and all media now known or hereafter developed (including, without limitation, print, digital, broadcast and Internet), for all legitimate business purposes including advertising and promotional activities without additional compensation, unless prohibited by law.

If any correspondence related to the prize is returned as undeliverable, the prize will be forfeited and will be awarded to an alternate winner. In the event there is a dispute of the entrant's identity, the prize will be awarded to the established email account associated with the entry.

PRIVACY: Company will collect personal data about entrants in accordance with its privacy policy. Please review the Company's privacy policy at Barrett-Jackson.com (<u>https://www.barrett-jackson.com/Policies/Home/PrivacyPolicy</u>) for further details. By participating in the sweepstakes, you hereby agree to Company's collection and usage of your personal information in accordance with its privacy policy, and acknowledge that you have read and accepted Company's privacy policy.

LIMITATION OF LIABILITY/MISCELLANEOUS: By participating in this sweepstakes, entrants agree to release, hold harmless, and agree not to institute any claim against Company and any administrator of the sweepstakes and each of their respective parent companies, affiliates, subsidiaries, and their respective officers, directors, employees, agents, and representatives (collectively, "Released Parties") from any and all liability whatsoever for any injuries, losses, harm, or damages of any kind arising from or in connection with, either directly or indirectly: a) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; and/or b) participation in the sweepstakes or any prize related activities, including but not

limited to traveling to or from any prize-related activity or destination. Upon delivery of the prize to the winner, Company will be deemed to have awarded the prize to the winner with winner assuming full responsibility for the prize. Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the sweepstakes, including any injury or damage to your or any other person's computer relating to or resulting from participating in this sweepstakes or downloading any materials in this sweepstakes. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrants further waive all rights to have damages multiplied or increased.

Company makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection herewith. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ANY PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND COMPANY HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.

Company assumes no responsibility for any damage to an entrant's computer system which is occasioned by accessing any website or otherwise participating in this sweepstakes, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Company is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Company reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the sweepstakes, or to annoy, abuse, threaten or harass any other person, and Company reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Company. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. By participating in the sweepstakes, each entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with the sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the sweepstakes if any, but in no event will entrant's attorneys' fees be awarded or recoverable; and (iii) 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 or consequential damages and/or any other damages, other than actual out of pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant further agrees to indemnify and hold harmless the Released Parties from any and all liability resulting or arising from the sweepstakes, to release all rights to bring any claim, action or proceeding

against the Released Parties, and hereby acknowledge that the Release Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (a) by any wrongful, negligent or unauthorized act or omission on the part of the prize supplier or any of its agents, servants, employees or independent contractors, (b) by any wrongful, negligent or unauthorized act or omission on the part of the Released Parties, or (c) by any other cause, condition or event whatsoever beyond the control of the Released Parties or their parents, subsidiaries and affiliated companies.

If, for any reason, the sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, pandemic, severe weather, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Company, Company reserves the right at its sole discretion to cancel, terminate, modify or suspend the sweepstakes and select winners from among all eligible entries prior to the cancellation. Persons found tampering with or abusing any aspect of this sweepstakes, or whom Company believes to be causing malfunction, error, disruption or damage will be disqualified. Use of automated or programmed methods of effecting entry is prohibited. Company reserves the right to correct any typographical, printing, computer programming or operator errors. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

Each entrant acknowledges that there is a possibility that, subsequent to their involvement with this sweepstakes and adherence to these Official Rules they may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by them at that time may have materially affected their decision to enter this Sweepstakes. Such entrants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, they are assuming any risk of such unknown facts and such unknown and unsuspected claims. Such entrants acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides: **"A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."**

CHOICE OF LAW; EXCLUSIVE VENUE: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Company in connection with this sweepstakes, shall be governed by, and construed in accordance with, the substantive laws of the State of Arizona, without regard to its conflict of law principles. Any dispute, proceeding, or controversy relating to or arising out of these Official Rules or the sweepstakes shall be resolved exclusively in the courts located in Maricopa County, Arizona and no other court.

SWEEPSTAKES RULES: These Official Rules may be obtained by writing to: Grassroots Department, Barrett-Jackson Auction Co., LLC, 15555 N. 79th Place, Scottsdale, Arizona, 85260 or via e-mail at media@barrett-jackson.com. Requests must be received by April 4, 2024 in order to be considered.

WINNER LIST: To obtain a winner list by mail, send a self-addressed stamped envelope to: Sweepstakes Winner List Request, Grassroots Dept., Barrett-Jackson Auction Co., LLC, 15555 N. 79th Place, Scottsdale, Arizona, 85260. Requests must be received by April 4, 2024 order to be considered.

COMPANY CONTACT INFORMATION: Barrett-Jackson Auction Co, LLC, 15555 N. 79th Place, Scottsdale, Arizona, 85260; 480.421.6694.