

# OFFICIAL SWEEPSTAKES RULES

**Win Two VIP Credentials to the October 10-13, 2024, Barrett-Jackson Fall Scottsdale Event**

**PLEASE READ THESE OFFICIAL 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 VAIL AUTOMOTIVE CLASSIC EVENT ON SEPTEMBER 11-15, 2024 AT LIONSHEAD VILLAGE, 521 E LIONSHEAD CIR, VAIL, CO 81657. 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 Vail Automotive Classic event on September 11-15, 2024, at Lionshead Village, 521 E Lionshead Cir, Vail, CO 81657 between 8:00 am and 5pm MDT on Wednesday, September 11, 2024 and 8:00 am and 5pm MDT on Sunday, September 15, 2024 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. 79<sup>th</sup> Place, Scottsdale, Arizona, 85260. Only entries received between 7:30 am MST on September 11, 2024, and no later than midnight MST on September 16, 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 September 17, 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 September 20, 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 October 10-13, 2024 Barrett-Jackson Fall Scottsdale 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; PUBLICITY RELEASE:** 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 or participating in this sweepstakes, the winner irrevocably grants, and consents to, Company's and its licensees and assigns to use of their name, image, 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, stream, broadcast and internet), for all purposes whatsoever, including without limitation 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 (<https://www.barrett-jackson.com/Policies/Home/PrivacyPolicy>) 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 any other person or entity not an employee 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:** 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.

**SWEEPSTAKES RULES:** These Official Rules may be obtained by writing to: Grassroots Department, Barrett-Jackson Auction Co., LLC, 15555 N. 79<sup>th</sup> Place, Scottsdale, Arizona, 85260 or via e-mail at [media@barrett-jackson.com](mailto:media@barrett-jackson.com). Requests must be received by September 30, 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. 79<sup>th</sup> Place, Scottsdale, Arizona, 85260. Requests must be received by September 30, 2024 order to be considered.

**ARBITRATION PROVISION:** By participating in the Sweepstakes, you agree that any dispute or claim relating in any way to this Sweepstakes or the products or services sold or distributed by Company or through Company will be resolved by binding arbitration rather than in court, with the following exceptions:

- You may assert claims in small claims court if your claims apply;

- In the event that the arbitration agreement in these Official Rules is for any reason held to be unenforceable, any litigation against us (except for small-claims court actions) may be commenced only and exclusively in a federal or state court located within Maricopa County, Arizona and we both consent to the jurisdiction of those courts for such purposes.

The arbitration agreement in these Official Rules is governed by the Federal Arbitration Act (FAA), including its procedural provisions, in all respects. This means that the FAA governs, among other things, the interpretation and enforcement of this arbitration agreement and all of its provisions, including, without limitation, the class action waiver discussed below. State arbitration laws do not govern in any respect.

This arbitration agreement is intended to be broadly interpreted, and will survive termination of these Official Rules. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority to the extent permitted by law to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Agreement, including, but not limited to any claim that all or any part of this Agreement is void or voidable. There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow these Official Rules as a court would.

To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to: Barrett-Jackson c/o Legal Dept., 15555 N. 79<sup>th</sup> Place, Scottsdale, AZ 85260. You may download the forms located at <http://www.jamsadr.com>. The arbitration will be conducted by JAMS under its Streamlined Arbitration Rules and Procedures or, if applicable, its Comprehensive Arbitration Rules and Procedures, and any applicable supplemental rules including its Consumer Arbitration Standards of Minimum Fairness. The JAMS Rules are available online at <http://www.jamsadr.com> or by calling (800)-352-5267. Payment of all filing, administration and arbitrator fees will be governed by JAMS's rules, but in no event will we pay for attorneys' fees. You may choose to have the arbitration conducted by telephone, based on written submissions, or in Maricopa County, Arizona. In the event that the location of the Arbitration (Phoenix, AZ) is for any reason held to be unenforceable, the Arbitration shall take place in person in the county where you live or at another mutually agreed location.

We each agree that the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding, and that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated or representative action. **BY MAKING YOUR PURCHASE, CLAIMING THE PRIZE, OR PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO WAIVE ANY RIGHT TO A JURY TRIAL OR TO PARTICIPATE IN A CLASS ACTION.** If this specific provision is found to be unenforceable, then the entirety of this arbitration section will be null and void and neither of us will be entitled to arbitrate our dispute. If any provision of these Official Rules shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions.

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