## FORD ESSENCE FESTIVAL 2022 VEHICLE GIVEAWAY SWEEPSTAKES OFFICIAL RULES

## NO PURCHASE, TEST DRIVE OR SALES PRESENTATION NECESSARY TO ENTER OR WIN.

**SWEEPSTAKES DESCRIPTION:** The Ford ESSENCE Festival Vehicle Giveaway Sweepstakes ("Sweepstakes") begins at 12:00 AM Central Daylight Time ("CDT") on 06/07/22 and ends at 1:00 PM CDT on 07/03/22 ("Sweepstakes Period").

**SPONSOR**: Ford Motor Company, One American Road, Dearborn, MI 48126.

**ADMINISTRATOR:** US Sweepstakes and Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625

**ELIGIBILITY**: The Sweepstakes is open only to legal residents of the fifty (50) United States including the District of Columbia ("U.S.") who are at least twenty-one (21) years of age at the time of entry with a valid US driver's license ("Entrant"). Employees, directors, officers, volunteers, independent contractors and agents of Ford Motor Company, UniWorld Group, Inc., GTB Agency, LLC, , Essence Festivals Productions LLC, US Sweepstakes and Fulfillment Co., and their respective parent companies, subsidiaries and affiliates, distributors, agents and companies involved in the implementation and execution of the Sweepstakes (collectively the "Sweepstakes Entities") and their immediate families (spouses and siblings, parents and children and their spouses) and household members are not eligible. In order to be selected as a potential Finalist for the Grand Prize, entrants MUST be available to be reached via cell phone at any point following the drawing at 01:15:00 PM CDT on 07/03/22. In addition, potential Finalists for the Grand Prize must be available on 07/03/22 to participate virtually or in person in the Grand Prize Event at the designated time as described herein. Sweepstakes is void in Puerto Rico, and other US Commonwealths, Territories and jurisdictions (including overseas military installations) and where prohibited.

**AGREEMENT TO THE OFFICIAL RULES:** By participating in the Sweepstakes, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, the Administrator, and/or UniWorld Group, Inc., which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: There are two (2) ways to enter the Sweepstakes:

1) ONLINE - During the Sweepstakes Period, visit <u>https://ford2022.essence.com</u> and follow all entry instructions to complete the entry form and submit to receive one (1) entry into the Sweepstakes ("Web Entry"). ALL WEB ENTRIES MUST BE RECEIVED BY 1:00 PM CDT on 07/03/22; OR

2) EVENT – Between 09:30 AM CDT on Thursday, June 30, 2022 and 01:00 PM CDT on Sunday, July 3, 2022 visit the Ford test drive booth at the 2022 ESSENCE Festival<sup>™</sup> in New Orleans, LA ("Event"), complete a paper registration form in its entirety (available while supplies last) and deposit as directed to receive one (1) entry into the Sweepstakes ("Event Entry"). Event Entries must be submitted no

later than 5:00 PM CDT on 6/30/22 through 7/2/22 and by 1:00 PM CDT on 7/3/22. In addition, electronic devices will be available for consumer entry at the Ford test drive booth. Participants must:

- (a) complete the form truthfully and to the best of his/her knowledge and belief;
- (b) supply all required information, including his/her name and email address; and
- (c) opt-in to the Sweepstakes indicating that he/she has intended to enter and agree to these Official Rules of the Sweepstakes

ALL ENTRIES MUST BE RECEIVED BY 1:00 PM CDT ON 07/03/22.

Event Entry and Online Entry collectively referred to herein as "Entry" or "Entries". Regardless of entry method, all requested information must be provided. No mechanical or other reproduction of (paper) entry form permitted. Sponsor is not responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, omission, deletion, or any other error or malfunction, or late, lost, illegible, or damaged entries. Entries are void if defective, altered, forged, illegible or obtained outside authorized channels. Entries become the property of the Sponsor and will not be returned. Entry at Event is offered on a first come-first served basis and is not guaranteed to all Event attendees; and, Sweepstakes Entities shall have no liability if a given Event attendee is present but is not provided the opportunity to enter the Sweepstakes due to time constraints or any other reason. LIMIT: One (1) Entry per person or email address, regardless of the method of entry. In the event more than the above stated entries are received from any one person or email address, the first Entry processed will be considered the only valid Entry received. In the event of a dispute, Web Entries will be deemed made by the authorized account holder of the email address submitted at the time of Entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be required to show proof of being the authorized account holder to Sponsor's satisfaction. Sweepstakes Entities are not liable for late, lost, stolen, incomplete, misdirected, technically corrupted or garbled Entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed Entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**WINNER SELECTION AND VERIFICATION**: Three (3) entries will be selected in a random drawing on or about 01:15 PM CDT on Sunday, July 3, 2022 from among all eligible entries received during the Sweepstakes Period by UniWorld Group, Inc. ("UniWorld"), an independent representative of the Sponsor whose decisions are final, and will be deemed a potential Finalist. All confirmed Finalists will participate in person or virtually in the Grand Prize Event as detailed herein.

The odds of being selected a Finalist will depend upon the total number of eligible Entries received.

Potential Finalists will be notified via phone immediately following the drawing at the phone number provided at the time of entry (the "Initial Notification") and will be required to respond within one (1) hour of the Initial Notification. Only one (1) attempt will be made for the Initial Notification. Within 30 minutes of responding to the Initial Notification, potential Finalists will receive a second notification via email from UniWorld (the "Second Notification") and will be required to sign and return, within one (1) hour of sending Second Notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases"). Any potential Finalist who does not reply to the Initial or Second Notification with the required information and within the specified time period or is found to be ineligible or not in compliance with these rules will be disqualified and an alternate winner will be notified, time permitting, and required to sign and return the Releases.

**GRAND PRIZE EVENT:** The confirmed Finalists will be invited to attend, either virtually or in-person, the Grand Prize event on the evening of 07/03/22, at a time/location at the main 2022 ESSENCE Festival venue to be determined by Sponsor in its sole discretion, during which the three (3) Finalists will be eligible to participate in an event which will randomly determine the potential Grand Prize winner (the "Grand Prize Event"). The exact details of the Grand Prize Event are to be determined by Sponsor and details and access for how to participate will be provided to the Finalists following Finalist verification. The Grand Prize Event is to be conducted under the supervision of UniWorld, whose decisions in all matters of the Grand Prize Event are final. If any Finalist fails for any reason to appear for the Grand Prize Event, the opportunity to participate in the Grand Prize Event will be forfeited and no alternate Finalists will be selected. If the Grand Prize Event is cancelled or postponed for any reason, Sponsor reserves the right to conduct a random drawing from among the Finalists. The odds of a Finalist winning the Grand Prize is 1:3.

Potential Grand Prize winning Finalist will be required to sign and return, within seven (7) days of the Grand Prize Event, the Releases and an IRS W-9 Form.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing from among the Finalists, or, in the event no Finalist can be confirmed the Grand Prize winner, from among all remaining eligible entries received during the Sweepstakes Period. If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

## The prize package will be awarded within approximately 45 days after the winner is verified or as reasonably able based on availability of the selected vehicle.

**PRIZES: ONE (1) GRAND PRIZE-** Winner's choice of any 2022 or 2023 Bronco Sport, F-150, Escape, Explorer, or 2023 Mustang, Mach-E, or Maverick whose maximum ARV does not exceed \$50,000. In the event that a vehicle/model is selected with an ARV of less than \$50,000, winner will NOT receive the difference in prize value. The maximum Approximate Retail Value ("ARV") of the Grand Prize is \$50,000.

**PRIZE RESTRICTIONS:** Restrictions may apply. Winner is responsible for , vehicle registration, license, title and insurance fees and for all costs associated with any available upgrade/option packages and any other expenses related to the acceptance, collection and use of the prize not specified herein, if applicable. including but not limited to, optional equipment, freight and dealer prep, and any travel and transportation costs associated with collecting the vehicle. Sponsor reserves the right, in its sole discretion, to require the winner to select the vehicle from available dealer stock. Winner shall bear all risk of loss or damage to the Vehicle after it has been delivered to the specified delivery site. All other costs not specifically stated herein are the responsibility of the winner. Winner must personally retrieve the vehicle within 30 days of written notification of delivery. Winner

must a have valid U.S. driver's license and proof of insurance to take delivery. Vehicle awarded may differ from any vehicle shown in promotional materials and/or at the 2022 ESSENCE Festival™. Specific prize vehicle details, such as color, options and equipment, will be determined by Sponsor in its sole discretion. Prize may not be transferred or assigned. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute the prize with another prize of comparable or greater value if the intended prize is not available for any reason as determined by the Sponsor in its sole discretion. Winner will be responsible for all applicable taxes (not limited to federal, state, local and/or income) and will be required to provide their Social Security number or tax ID for tax reporting purposes as Sponsor will file an IRS Form 1099-MISC with the Internal Revenue Service and to the winner for the value of a prize awarded and accepted. WI residents will not be responsible for sales tax on prize vehicle. Sponsor reserves the right to delay vehicle delivery or substitute a similar vehicle of equal or greater value should the vehicle as described be unavailable for any reason. Except where prohibited by law, acceptance of prize constitutes permission for Sponsor to use Finalist's/winner's name, hometown, likeness, statements and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional prize, incentive, consideration, consent or review; and upon request, Finalists/winner will provide written consent to such use.

1. GENERAL CONDITIONS / RELEASE: By participating, Entrants agree to (a) release Sweepstakes Entities, their respective directors, officers, agents and employees from and against any and all liability for any claims, costs, injuries, losses or damages of any kind, including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or participation in any Sweepstakes-related activity; (b) except where prohibited by law, consent to the use by Sponsor of winner's name, hometown, likeness, statements and other personally identifiable information for promotion, advertising and marketing purposes in perpetuity, in any media throughout the world in all media and formats whether now or later known or developed, including without limitation via Sponsor's websites and social media and digital channels, for commercial purposes and any other purposes (including without limitation advertising and promotion), without additional consideration and consent or prior review, and upon request will provide written consent to such use; and (c) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any prize including, but not limited to, its quality or availability, except in regard to Sponsor for any express written warranty provided with Sponsor's product (i.e., the prize vehicle). Sponsor is not responsible for lost or late entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof.

Sponsor is not the provider of the 2022 ESSENCE Festival (the "Event"), which is managed or controlled by ESSENCE Communications, Inc. (the "Event Sponsor"), an independent third party, and Sponsor has no power to manage or control the operations of Event Sponsor or any third party provider. Sponsor makes no guarantees or warranties about the Event itself. The Event Sponsor and its agents or representatives shall not

be treated as Sponsor's agents for any purpose, and Sponsor is not responsible for the action or inaction of Event Sponsor, nor is Sponsor liable for any loss or penalties incurred if Event Sponsor is sold, ceases to exist, becomes inoperative, if an Event is delayed, postponed, cancelled or changed for any reason; for acts of nature; or for amenities, services and/or facilities not being available due to renovations, strikes, bankruptcy and/or acts of nature.

CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES (INCLUDING WITHOUT LIMITATION THE GRAND PRIZE EVENT) MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SWEEPSTAKES ENTITIES RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. TAMPERING ALSO INCLUDES ACTING IN AN ANTI-SOCIAL, BELLIGERENT OR OTHERWISE INAPPROPRIATE MANNER TOWARD SPONSOR PERSONNEL AS TO THE DISTRIBUTION AND/OR COLLECTION OF EVENT ENTRIES OR TOWARD UNIWORLD IN CONJUNCTION WITH THE SELECTION AND NOTIFICATION OF GRAND PRIZE FINALISTS AND/OR THE CONDUCT OF THE GRAND PRIZE EVENT. Failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned (in whole or in part), or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Administrator and/or Sponsor reserves the right at its sole discretion to disqualify any suspect Entry or entrant and to cancel, terminate, modify or suspend the Sweepstakes. In the event of any cancellation, termination or suspension, notice thereof will be posted at https://ford2022.essence.com/ and at the Event, and determination of the Grand Prize Finalists for affected random drawing(s) will be conducted from among all eligible, non-suspect Entries received for such affected random drawing(s) as of the date of the termination, cancellation or suspension, as Administrator and/or Sponsor determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

GOVERNING LAW/JURISDICTIONS/DISPUTE RESOLUTION: Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the awarding of prizes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Michigan.

## ENTRANT'S PERSONAL INFORMATION:

By participating the Sweepstakes, you agree to Sponsor's Designee, eShots, Inc.'s collection, use, retention and disclosure of Entrant's Personal Information submitted in connection with the Sweepstakes as described in its privacy policy, which can be found at <a href="https://www.eshots.com/privacy-policy">https://www.eshots.com/privacy-policy</a>. Sponsor's designee will provide such Personal Information to Ford for use as described in Ford's privacy policy at <a href="https://www.ford.com/help/privacy/">https://www.ford.com/help/privacy/</a>. By participating the Sweepstakes, you expressly agree to the terms of the Privacy Statement.

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.

Essence Festivals Productions, LLC's use of information it collects from entrants is subject to its own privacy practices, available at <u>http://www.essence.com/privacy-policy/</u>, for which Ford is not responsible. By entering the Sweepstakes, you expressly agree to the terms of the Privacy Statements.

**WINNERS:** For a written confirmation of the winner (available after 07/03/22), send a stamped, self-addressed envelope (no later than 08/01/22), to: The Ford ESSENCE Festival Vehicle Giveaway Sweepstakes Winner Confirmation Request, PO Box 654, Social Circle, GA 30025-0654.