

## Jeff Gordon Children's Foundation Corvette For A Cure Official Rules

Jeff Gordon Children's Foundation 2023 Corvette For A Cure ("Sweepstakes") to benefit Jeff Gordon Children's Foundation is offered only in the United States and Canada (excluding Quebec) and is open only to legal residents of those jurisdictions, 18 years of age or older at the time of entry. The Sweepstakes begins on Thursday, October 5, 2023, and ends on Thursday, December 28, 2023. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations, and is VOID wherever prohibited or restricted by law. Some restrictions and conditions apply, please read these rules in their entirety.

Please note the arbitration provision set forth below, which requires, except where and to the extent prohibited by law, you to arbitrate any claims you may have against Sponsor on an individual basis. Arbitration on an individual basis means that you will not have, and you waive, the right for a judge or jury to decide your claims, and that you may not proceed in a class, consolidated, or representative capacity.

NO PURCHASE, PAYMENT, OR DONATION OF ANY KIND IS NECESSARY TO ENTER OR WIN. ALL ENTRIES (ALSO REFERRED TO HEREIN AS "TICKETS") INTO THE SWEEPSTAKES HAVE A CHANCE OF WINNING. A PURCHASE, PAYMENT, OR DONATION WILL NOT INCREASE THE CHANCES OF WINNING.

By participating in the ("Sweepstakes") you agree to be bound by these Official Rules. Please read these Official Rules before entering the Sweepstakes. Failure to comply with these Official Rules may (in the sole discretion of Sponsor) result in disqualification from the Sweepstakes. You must meet the eligibility requirements and follow the Official Rules regarding participation as set forth here. Sponsor reserves the right to cancel, modify or suspend the Sweepstakes at any time in its sole discretion.

**Sponsor:** Jeff Gordon Children's Foundation (referred to herein as "Sponsor"), P.O. Box 620669, Charlotte, North Carolina 28262.

**The Website:** The Jeff Gordon Children's Foundation Corvette For A Cure website ([www.CorvetteForACure.org](http://www.CorvetteForACure.org)) ("Website") details how eligible individuals (see restrictions below) can enter the Sweepstakes. The funds raised through the Sweepstakes will support Jeff Gordon Children's Foundation ("Charity").

**Eligibility:** To be eligible to enter the Sweepstakes or be awarded the prize(s), a Participant must fully comply with these Official Rules and be a legal United States or Canada (excluding Quebec) resident who is at least 18 years of age on the date of Entry. Employees, as well as their immediate family members (parents, children, siblings, spouse) and others living in their same household, whether related or not, of Jeff Gordon Children's Foundation, Jeff Gordon, Inc., Hendrick Motorsports, and the independent audit firm responsible for the Sweepstakes verification (if applicable) are not eligible to enter. Any Entry submitted by any ineligible person(s) will be void. Hereinafter, all such individuals not otherwise excluded shall be referred to herein as "Entrant(s)" or "Participant(s)."

A person cannot be an Entrant or Winner if such person is a person (a) with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specifically Designated and Blocked Persons List) or under any statute or executive order or (b) who is acting, directly or indirectly, for or on behalf of any such person. All federal, state, and local laws and regulations apply. Individuals will be required to provide valid identification and may be required to provide a valid taxpayer identification number or social security number to claim a prize. Canadian Participants will also be required to answer a mathematical skill-testing question to claim a prize, as explained below. Unless otherwise stated within these Official Rules, all federal, state, and local taxes are the responsibility of the Winner.

**Sweepstakes Period:** The Sweepstakes Period will begin on Thursday, October 5, 2023, at 12:00 PM ET and end on Thursday, December 28, 2023, at 12:00 PM ET. ("Entry Period"). The Sweepstakes covers the below listed Prize.

**How to enter:** NO PAYMENT OR PURCHASE NECESSARY. The Sweepstakes start and end time is as listed above, the Entry Period. Only those Entries received by Sponsor during the Entry Period will be valid. Sponsor will be the official timekeeper for the Sweepstakes.

The Sweepstakes will provide the following two (2) ways to enter:

1) *Donate and Enter.* To enter by this method, visit the Website, click the "Enter Now" button from the Sweepstakes webpage. Then donate in increments of \$100 USD and follow the instructions to provide your full, legal name, date of birth, mailing address, email address, daytime telephone number, and payment information and complete your donation. For mail entry, Entrants will write their full, legal name, date of birth, mailing address, email address, and daytime telephone number on a "3x5" card and mail in a business size #10 envelope with \$100 USD payment in the form of check or money order to: Jeff Gordon Children's Foundation, Attn: Corvette, P.O. Box 620669, Charlotte, North Carolina 28262. Entries by mail must be received by Sponsor within the Entry Period. Upon Sponsor's receipt of the \$100 donation and confirmation of payment, a donor will automatically receive 100 Entries and be entered for a chance to win the Prizes. Individuals may donate as many times as desired (if mailing, one per envelope), but a Participant is limited to the maximum Entry Limit (as defined below). Please note that only donation increments of \$100 will receive the 100 entries and there are no "partial" increments. For example, a donation of \$100 will receive 100 entries and a donation of \$200 will receive 200 entries. However, a donation of \$125 will receive 100 entries, and a donation of \$250 will receive 200 entries.

2) *Enter for Free.* To enter for free, visit the Website, click the "Enter Now" button from the Sweepstakes webpage. Then click on the "enter without contributing" link, follow the instructions to complete the "Alternative Method of Entry." Entrants will be emailed a form to print, complete in writing by hand, and return in a business size #10 envelope to: Jeff Gordon Children's Foundation, Attn: Corvette, P.O. Box 620669, Charlotte, North Carolina 28262. Upon receipt of a complete, legible "Alternative Method of Entry," a Participant will automatically receive 25 Entries into the Sweepstakes. Individuals may submit the "Alternative Method of Entry" as many times as desired (one per envelope), and a Participant is limited to the applicable maximum Entry Limit (as defined below).

All mail-in Entries will be required to confirm their email address to complete Entry into the Sweepstakes. Entry will be considered complete and valid upon email confirmation. When mail-in Entries are received and recorded an email will be sent to the address provided with instructions to confirm the address. Up to three attempts over the course of one week will be made to secure confirmation of the email address. All Participants will have one week after the conclusion of the Sweepstakes (until 12:00 PM EDT on January 4, 2024) to confirm their email address and complete their Entry.

**Entry Limitations and Restrictions:** Only accurate and complete Entries submitted during the Entry Period and received by Sponsor are eligible. Any incomplete, illegible, corrupted, or untimely Entries are also void and ineligible to win. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for postage due mail or lost, late, stolen, illegible, incomplete, invalid, unintelligible, misdirected, damaged, destroyed, technically corrupted or garbled Entries, or for other submission problems of any kind, whether caused by mechanical, human, or electronic error. Additionally, Sponsor is not responsible for any telephone, electronic, hardware, software, network, Internet, or computer malfunctions, failures, or difficulties. If a Participant's donation is refunded or cancelled (whether through insufficient funds, failed credit card information, etc.), then any Entries associated with such donation will be withdrawn and not eligible to win. All Entries become the sole property of Jeff Gordon Children's Foundation and will not be returned.

**Entry Limit:** The maximum number of Entries for any one person into this Sweepstakes (the "Entry Limit") is 15,000 regardless of the method of entry.

**Required Information:** Participants must provide all required information specified on the Sweepstake's page or Entry form to be eligible to enter and win.

**Email Address Requirements.** Participants may not use multiple email addresses, identities, address, logins, devices, or any other tactics used in an effort to receive Entries over the Sweepstake's Entry Limit. To receive valid Entries, Participant must provide a valid email address for which the Participant is the authorized owner. Multiple Participants may not share the same email address. In the event of a dispute as to the identity of any Participant, the authorized account holder of the email address used to enter will be deemed to be the Participant. The "authorized account holder" is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential Winners and/or Winners (as defined below) may be required to show proof of being the authorized account holder. Any Entries connected to an invalid, non-working, or inactive email address, or linked to an authorized account holder other than Participant, are void and ineligible to win. Any conduct in violation of this Section is strictly prohibited and will void *all* Entries for that Participant and may result in disqualification of Participant from the Sweepstakes, at Sponsor's discretion.

**No Automated Entry Devices:** All Entries must be submitted by the individual Participant to be valid. Use, or attempted use, of any robotic, automated, programmed, mechanical, or other non-manual Entry methods will void *all* Entries for that Participant and will result in disqualification of the Participant from the Sweepstakes, at Sponsor's discretion. No copies, facsimiles, or other mechanical or electronic reproductions of Entries will be accepted. Sponsor has the sole right and discretion to decide that Participant used or attempted to use any such prohibited automated Entry methods.

By entering the Sweepstakes, you agree that Sponsor may contact you via email, phone, and mail in accordance with Sponsor's Privacy Policy, available at: <https://www.jeffgordonchildrensfoundation.org/privacy-policy/>.

**Winner Drawings:** Winners will be randomly drawn from among all eligible Entries received. The drawing will occur on or after the end of the Entry Period. Sponsor, with an independent auditing firm, will conduct the drawing and awarding of the Prizes. Once confirmed and verified as eligible to win, a Potential Winner is referred to herein as a "Winner." The odds of winning depend on the number of eligible Entries received during the Entry Period.

**Prize:** Sponsor will award one (1) 2023 Chevrolet Corvette 70<sup>th</sup> Anniversary Edition Stingray Convertible "as is, where is and with all faults" ("Car" or "Car Prize"). Original 2023 sticker price \$110,930. Hereinafter, the Car shall be referred to as Prize. Sponsor does not make or provide any representation, guarantee, or warranty, expressed or implied, in connection with the Car and accepts no liability or responsibility regarding the construction or condition of the Car. Sponsor does not warrant that the Car is of mercantile quality or that it can be used for any particular purpose. No express warranties are given and no affirmation of Sponsor by words and/or actions will constitute a warranty. Winner will receive a phone call with notification that they have won. Sponsor shall make three phone call attempts to notify the winner. After the three calls have been made a certified letter will be sent to the Winner via USPS. After the letter is sent, the Winner must claim prize within thirty (30) business days of the date written on the letter or a new winner will be selected. Jeff Gordon's presence at the time of delivery is subject to his schedule and availability. Winner must provide a valid driver's license and evidence of legally required insurance at time of delivery. No Prize substitution or cash equivalent of Prize except at the sole discretion of Sponsor. Odds of winning are determined by the total number of Entries received. All other Entries received after the Entry Period will not be counted; however, any donations will be retained.

**Drawing:**

| PRIZE     | ELIGIBILITY                           | SCHEDULED ANNOUNCEMENT DATE              |
|-----------|---------------------------------------|--|
| Car Prize | Entries October 5 - December 28, 2023 | On or around Thursday, February 22, 2024 |

**Further Prize Information:** Sponsor will determine all details of the Prize in its sole discretion. Winner is solely responsible for all other costs incurred in claiming, and using the Car, including, without limitation, registration fees, license fees, insurance fees, travel costs to take delivery of the car, shipping costs (if applicable), gas, and costs associated with state emissions standards compliance, or other applicable costs. All unspecified expenses, including state and local taxes, are the Winner's sole responsibility. **All decisions of Sponsor are final.** Sponsor shall have the right, but not the obligation, to make any deductions and withholdings that Sponsor deems necessary or desirable under applicable U.S. federal, state, and local tax laws, rules, regulations, codes, or ordinances. Sponsor makes no guarantee that the Internal Revenue Service (IRS) will accept that value of the car for the purpose of determining any income tax that may be due from the Winner. Consult your tax advisor. Neither Sponsor nor any of its agent, employees, affiliates, subsidiaries, or contractors shall have responsibility or liability for cancellations, delays, or any other changes in the Sweepstakes or of any sweepstakes and its agents, employees, affiliates, subsidiaries, or contractors are not responsible or liable for any expenses incurred as a consequence thereof.

**Award of Prize:** Winner will be notified by telephone and/or by certified letter from Jeff Gordon Children's Foundation and will be required to execute and return a declaration of eligibility, a liability release, a publicity release (where permitted by law) (collectively, the "Declaration"), and, if applicable, other information for travel arrangements within fourteen (14) business days of claiming a Prize. In the event of non-compliance with requirements, or if Prize notification is returned as undeliverable, Prize will be forfeited (in Sponsor's sole discretion), and an alternate Winner will be selected. By accepting the Prize, except where prohibited by law, Winner agrees to the use of his or her name and/or photograph for advertising/publicity purposes without further compensation or notice. Prior to receiving any Prizes, a Winner must prove their identity and complete applicable Internal Revenue Service (IRS) Tax Forms.

If Potential Winner is a resident of Canada, such Potential Winner will be required to correctly answer Sponsor's mathematical skill-testing question without any assistance in order to be verified as a winner and to be eligible to receive a prize (the question will be posed as part of the Potential Winner's Declaration). If Potential Winner is a Canadian resident and fails to answer the skill-testing question, the Potential Winner shall be disqualified from the Sweepstakes and an alternate Potential Winner may be randomly selected, at Sponsor's sole discretion, from among the other eligible entries received.

The Car Winner and a guest shall be able to pick up the Car in Charlotte, North Carolina and meet Jeff Gordon, his schedule permitting. The Sponsor may, in its sole discretion, pay for the Car Winner's transportation to Charlotte, North Carolina and if Sponsor funds the transportation costs, then such costs will be included in the Car Winner's applicable IRS Tax Forms as additional Prize income. The transportation costs may vary and depend on, among other things, availability, existing rates at time of booking, dates of travel, and point of departure. The Car Winner is responsible for any travel insurance, ground transportation, meals, gratuities, and souvenirs. The Car Winner must be able to travel on or about March 21, 2024 (or on such other dates designated by Sponsor). If the Car Winner elects to have the Sponsor cover all transportation/travel costs then the transportation must be taken within dates provided by the Sponsor; and transportation arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice. Certain travel restrictions and blackout dates may apply. Sponsor has the right in its sole discretion to substitute ground transportation for air transportation depending on the Car Winner's place of residence. The Car Winner and their guest must travel together on the same itinerary, including the same departure date, destination, and return date, and must have valid travel documentation (e.g., valid government issued photo ID and/or passport) prior to departure, and failure to do so may result in forfeiture of the Car Prize. Sponsor will not replace any lost or stolen tickets, travel vouchers or certificates. Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return, of the trip. Sponsor is not liable for any expenses incurred as a consequence of flight cancellation/delay. Any covered transportation costs received in connection with the Car Prize may not be combined with any other offer and travel may not qualify for frequent flyer miles. All travel and lodging will be at the risk of the Car Winner and guest

Sponsor will furnish applicable IRS Tax Forms to the Winners. You are required to provide valid and current email, home address, and account payment information so that we can remit the Prize to you if you are the Winner. Before awarding the Prize, Sponsor will require you to furnish proof of identification and other proof of eligibility under these Official Rules and to execute and return any required documentation, and to provide other information as required to award your Prize. If you are found to be ineligible or not in compliance with these Official Rules, decline to accept the Prize, Sponsor is unable to contact you, or in the event that a Prize notification is returned undeliverable, you will forfeit the Prize. The right to receive the Prize is non-assignable, non-transferable, and no Prize substitution, exchange or other equivalent will be allowed, except by Sponsor in its sole discretion. At the Winner's election, Sponsor can pay any federal taxes associated with the Prizes; however, if a Winner elects to have the Sponsor pay these taxes, then these amounts of applicable taxes shall be included in the Winner's applicable Internal Revenue Service Tax Forms as additional Prize/income. **STATE AND LOCAL TAXES, IF ANY, ARE WINNERS' SOLE RESPONSIBILITY.**

**Winner's List:** The Winner may be announced on social media, and/or Sponsor's website. A winner's list may be obtained by sending a stamped self-addressed envelope to the following address after March 31, 2024 at: Jeff Gordon Children's Foundation, Attn: Corvette, P.O. Box 620669, Charlotte, North Carolina 28262.

**General Conditions:** By entering, Entrants accept and agree to the Official Rules and the decisions of Jeff Gordon Children's Foundation, which are final and binding in all respects. **Sweepstakes tickets are not tax-deductible contributions to Jeff Gordon Children's Foundation.** Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the Entry process or the operation of the Sweepstakes, to be in violation of the Official Rules, or to be acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Any activities intended to disrupt or interfere with the proper play of the Sweepstakes or defraud Jeff Gordon Children's Foundation in any way will be prosecuted to the fullest extent of the law. The Sweepstakes is subject to all applicable laws of the United States and Canada (excluding Quebec).

**CAUTION AND WARNING:** ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES INCLUDING ANY USE OF NON-PUBLIC INFORMATION OR OTHER CHEATING IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**Limitations of Liability:** By participating, Entrant agrees to release and hold harmless Jeff Gordon, Jeff Gordon Children's Foundation, Jeff Gordon, Inc., Hendrick Motorsports, and each of their respective officers, directors, agents, employees, licensors, and assigns (collectively, the "Released Parties") from any and all liability arising from participating in the Sweepstakes and/or acceptance, possession or use/misuse of prize, regardless of whether such claims are founded in whole or part upon alleged negligence, gross negligence or willful misconduct of any of the Released Parties. Released Parties are not responsible for any incorrect or inaccurate information, including, without limitation, that which is caused by Website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of Entries in the Sweepstakes. Released Parties assume no responsibilities for any error, omission, interruption, deletion, or defection, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of Website or Entries in processing the Sweepstakes Entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software, failure of email or Entrants on accounts of technical problems or traffic congestion on the Internet or at any web site associated with the Sweepstakes. Released Parties are not responsible for user cheating or fraud by any Entrants. If, for any reason, the Sweepstakes is not capable of running as planned, including without limitation, unauthorized intervention, fraud, technical failures or any other causes beyond the control of Sponsor which, is in Sponsor's sole discretion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor may, in its sole discretion, cancel the Sweepstakes and return/refund all Entries or select the Winner in a random drawing comprised of all eligible Entries received prior to (and/or after, if appropriate) the action taken by the Sponsor. Sponsor reserves the right at its sole discretion to cancel, terminate, modify, or suspend the Sweepstakes.

**Binding Nature, Waiver, Indemnification:** By entering the Sweepstakes, you, and on behalf of your heirs, executors, and administrators, agree: (a) to be bound by these Official Rules and by all applicable laws and decisions of Sponsor which shall be binding and final; (b) to waive any rights to claim ambiguity with respect to these Official Rules; (c) to waive all of your rights to bring any claim, action, or proceeding against any of the Released Parties in connection with the Sweepstakes, any Entries, or a Prize; and (d) to forever and irrevocably agree to release, defend, indemnify, and hold harmless the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (i) the Sweepstakes, any prize, the Sweepstakes Entries, or any other activities engaged in in connection with the Sweepstakes, the Sweepstakes Entries, or any Prize, including but not limited to your participation or inability to participate in the Sweepstakes, obtain or use any prize, or any other activity, (ii) typographical or printing errors in these Official Rules or in any Sweepstakes related materials, including but not limited to any instructions, advertising or promotional materials (iii) any change in the Sweepstakes (or any components thereof), including but not limited to, due to unavailability, or due to reasons beyond Sponsor's control, (iv) any interruptions in or postponement, cancellation, or modification of the Sweepstakes, (v) human error, (vi) incorrect or inaccurate transcription, receipt or transmission of any Sweepstakes Entries, (vii) any technical malfunctions or unavailability of the any social network, other website, mobile application, telephone network, computer system, computer online system, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by you, (viii) interruption or inability to access an app or other platform, relating to the Sweepstakes, or to submit any Sweepstakes Entries, or to receive a prize, (ix) any lost/delayed data, voice, or video transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (x) any late, lost, stolen, mutilated, misdirected, illegible, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged Sweepstakes Entries, (xi) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties or of any other third party, (xii) lost, late, stolen, misdirected, damaged or destroyed prizes (or any element thereof), or (xiii) the negligence or willful misconduct by you or of any third party.

**DISCLAIMERS, DISPUTE RESOLUTION AND LIMITATIONS OF LIABILITY: PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT MAY REQUIRE YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH SPONSOR AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM SPONSOR:** Each Entrant hereby forever discharges, releases, and agrees to defend, indemnify and hold harmless the Released Parties, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to participation in the Sweepstakes, or the awarding, acceptance, use or misuse of any prize, sponsorship or marketing benefits provided under the Sweepstakes. **Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, including but not limited to the drawing of any Prize, shall be resolved individually, without resort to any form of class action. This Sweepstakes shall be governed by, and construed in accordance with, the internal laws of the State of North Carolina, without regard to conflict of law principles.**

First, you agree to try to resolve any disputes informally by contacting ForTheKids@jgcf.org. Sponsor will try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within thirty (30) days of submission, you or Sponsor may bring a formal proceeding, as set forth below.

You agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Charlotte, North Carolina and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be administered by the American Arbitration Association (the "AAA") before a sole arbitrator in accordance with the provisions of its Commercial Arbitration Rules and/or its Consumer Arbitration Rules, excluding any rules or procedures permitting class actions. In the event AAA is unwilling or unable to administer the arbitration and the parties cannot agree on a replacement, a court with jurisdiction shall select the arbitration organization or arbitrator. If an in-person hearing is required, then it will take place in Charlotte, North Carolina. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Charlotte, North Carolina. The Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in a Charlotte, North Carolina small claims court.

The Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration and judgment upon such arbitration award may be entered in any court having jurisdiction. All Entrants agree to abide by the terms of these Official Rules and the decisions of the Sponsor, which are final, and waive any right to claim ambiguity in these Official Rules. In the event any party challenges a term or provision of these Official Rules, the party hereby expressly waives any and all opportunities to recover any amount from the Released Parties relating to this Sweepstakes or otherwise. Each Entrant agrees to service of process by mail or other method acceptable under the laws of the State of North Carolina. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH PARTICIPATING IN THE SWEEPSTAKES, IF ANY. EACH ENTRANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. IN NO EVENT WILL SPONSOR OR ANY OF THE RELEASED PARTIES BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, SPECIAL INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH ANY PERSON OR ENTITY'S PARTICIPATION IN THE SWEEPSTAKES OR THE AWARD OR USE OR INABILITY TO USE A PRIZE, OR ASSOCIATED WITH ANY ASPECT OF A PRIZE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT ANY RELEASED PARTIES HAVE BEEN ADVISED OF SUCH LOSS OR DAMAGE. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. The Released Parties disclaim any liability from and in connection with the Sweepstakes, the Website, any Prize, or any component thereof.

**Opt-Out:** You can decline this agreement to arbitrate by sending a letter to Sponsor that must be postmarked within thirty (30) days of a Sweepstakes Entry. The letter must specify your first and last names, email, mailing address, and explain that you are opting out of the Sweepstakes rules arbitration provision. The letter should be sent to: Jeff Gordon Children's Foundation, Attn: Corvette, P.O. Box 620669, Charlotte, North Carolina 28262. If you opt out of these arbitration provisions, Sponsor will not be bound by them either.

**Publicity Rights:** By accepting a Prize, you agree to allow Sponsor and each of their designees, the perpetual right to use your name, biographical information, photos and/or likeness, your Sweepstakes Entries, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered including live television, world-wide, including but not limited to on the World Wide Web and Internet (including social media) without notice, review or approval and without additional compensation except where prohibited by law; if requested by Sponsor you shall provide any requested consents.

**Entrant's Personal Information:** Information collected from Entrants is subject to and will be used in accordance with the Privacy Policy (as amended from time to time) of Sponsor and available here: <https://www.jeffgordonchildrensfoundation.org/privacy-policy/> which is incorporated into these Official Rules by reference.

**Contacts:** You consent to Sponsor contacting you via your phone number, email, and/or via mail including notifying you if you are a Winner of the Prize and/or in order to promote the Sweepstakes. You warrant, represent, and agree that you have the right to provide your phone and email and address to Sponsor in connection with any Sweepstakes Entries and the Sweepstakes, and to have Sponsor contact you at such phone number and email and address, even if such phone number or email is provided by an employer. You expressly consent to Sponsor and each of their partners and affiliates' use of your contact information, including your phone number or email, for marketing and other promotional purposes. If at any time you do not wish to receive marketing communications, you may opt out from receiving these communications at any time by simply replying REMOVE or UNSUBSCRIBE to any email message, or following the provided opt-out instructions at the Sponsor's privacy statements, available at each of their respective websites located at [www.jeffgordon.com](http://www.jeffgordon.com), and [www.jeffgordonchildrensfoundation.org](http://www.jeffgordonchildrensfoundation.org). Sponsor shall have ten (10) days to implement such requests as they relate to email, in accordance with United States federal law.

**Refunding Donation:** Each donation in connection with the Sweepstakes is irrevocable and non-refundable except in the event of fraud and/or invalid chargeback by a credit card issuer as determined by Sponsor.

**Severability:** You agree that these Official Rules are severable. If any term or provision is declared invalid or unenforceable, in whole or in part, that term or provision will not affect the remainder of these Official Rules. These Official Rules will be deemed amended to the extent necessary to make these Official Rules enforceable, valid and, to the maximum extent possible, consistent with applicable law and consistent with the original intention of the parties; and the remaining terms and provisions will remain in full force and effect. If any provision of these Official Rules is found by a court of competent jurisdiction to be invalid, Sponsor will amend or replace such provision with one that is valid and enforceable and which achieves, to the extent possible, the original objectives and intent of Sponsor as reflected in the original provision. The invalidity or unenforceability of any provision of these Official Rules does not affect the validity or enforceability of any other provision of these Official Rules, which will remain in full force and effect.

**No Waiver:** If Sponsor fails to insist that Entrant perform any Entrant's obligations under these Official Rules, or if Sponsor does not enforce its rights against Entrant, or if Sponsor delays in doing so, that will not mean that Sponsor has waived its rights against Entrant and will not mean that Entrant does not have to comply with these obligations. If Sponsor does waive a default by Entrant, Sponsor will only do so in writing, and that will not mean that Sponsor will automatically waive any later default by Entrant.

**Trademarks:** Any third-party trademarks appearing in these Official Rules are the property of their respective owners, are used for descriptive purposes only, and do not imply any sponsorship or endorsement of this Sweepstakes. Camaro is a trademark of General Motors Corporation.

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**Entire Agreement:** These Official rules constitute the entire agreement between Sponsor and Participant with respect to the Sweepstakes and supersede all prior or contemporaneous communications, whether electronic, oral, or written, between Sponsor and Participant with respect to the Sweepstakes.

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