## CELEBRATE THE YEAR OF THE OX WITH THE NEW SANTA FE SWEEPSTAKES Official Rules

## NO PURCHASE, PAYMENT, SUBSCRIPTION OR SUBMISSION TO A SALES PRESENTATION OF ANY KIND NECESSARY TO ENTER OR RECEIVE A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

**SWEEPSTAKES PERIOD:** The Celebrate the Year of the Ox with the New Santa Fe Sweepstakes ("**Sweepstakes**") begins at 12:00:00 AM Pacific Time ("**PT**") on March 19, 2021 and ends at 11:59:59 PM PT on April 15, 2021 ("**Sweepstakes Period**"). Sponsor's clock is the official time-keeping device for this Sweepstakes.

**SPONSOR:** Hyundai Motor America ("**Sponsor**"), 10550 Talbert Avenue, Fountain Valley, CA 92708. This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Amazon.

**ELIGIBILITY:** Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least 18 years of age or older at the time of entry. Employees, officers, directors and agents (and their immediate family members (spouses, parents, children, siblings and their spouses, regardless of where they reside) and members of the same household, whether or not related) of Sponsor, its retailers and retailer personnel, URI Global, Inc. ("**Agency**"), Don Jagoda Associates, Inc. ("**Administrator**"), and each of their respective parent companies, subsidiaries, affiliates, divisions, advertising, production and promotion agencies, dealers, vendors and any and all other companies associated with the Sweepstakes are not eligible to enter or win a prize. By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor, which are final and binding on all matters relating to the Sweepstakes. **VOID WHERE PROHIBITED BY LAW. SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS.** 

HOW TO ENTER: Visit http://www.hyundaievents.com/sweepstakes/ during the Sweepstakes Period and follow the onscreen instructions to complete and submit your official entry form by providing your first and last name, street address, city, state, zip code, a valid e-mail address, and telephone number including area code, in addition to answering the brief survey questions presented, acknowledging that you are 18 years or older, and accepting these Official Rules and Sponsor's privacy policy (hereinafter, individually referred to as an "Entry" and collectively as "Entries"). If you opt to use a wireless mobile device to submit an Entry, standard message and data rates and other charges may apply. Check your mobile plan for rates/details prior to entering via a mobile device. Participation via a mobile device may not be possible on all carriers. Limit one (1) Entry per person during the Sweepstakes Period. Multiple or duplicate Entries received that are in excess of the stated limitation will be disqualified. All Entries must be received by 11:59:59 PM PT on April 15, 2021.

**CONDITIONS OF ENTRY:** Use of automated devices is strictly prohibited. Any Entry that is submitted with the use of a script, macro or other mechanical or automated device or means, or that otherwise fails to comply with any of these Conditions of Entry or any other provision of these Official Rules, will be void and/or subject to disqualification in Sponsor's sole determination. All Entries become the property of the Sponsor and will not be returned. Sponsor is not responsible for and shall not be liable for: (i) late, lost, stolen, delayed, misdirected, incomplete, unreadable, or inaccurate Entries; (ii) errors of any kind whether mechanical, human or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors which may occur in connection with the administration of the Sweepstakes or the processing of Entries; (iii) data corruption, theft, destruction, unauthorized access to or alteration of Entry or other materials; or (iv) any printing, typographical, human, administrative or technological errors in any materials associated with the Sweepstakes. In the event of a dispute as to the identity or eligibility of any potential winner, the winning Entry will be declared made by the "Authorized Account Holder" of the e-mail address provided in the winning Entry. "Authorized Account Holder" is defined as the natural person to whom the applicable service provider has assigned the e-mail address.

**SELECTION OF WINNERS/RANDOM DRAWING:** Twenty (20) potential prize winners will be selected in a random drawing from among all eligible Entries received during the Sweepstakes Period. The random drawing will be conducted on or about April 16, 2021 by Administrator, an independent judging organization, whose decisions on all matters relating to this Sweepstakes are final. Odds of winning will depend upon the number of eligible Entries received during the Sweepstakes Period. No more than the number of prizes stated in these Official Rules will be awarded. Sponsor reserves the right to award

fewer than twenty (20) prizes if it does not receive a sufficient number of eligible and qualified Entries during the Sweepstakes Period. **Limit one (1) prize per person and per household.** 

**NOTIFICATIONS/RELEASES:** Potential prize winners will be notified by telephone and/or email on or about April 16, 2021. Potential prize winners will be required by Sponsor to complete and return a Prize Verification Form, Liability and where lawful a Publicity Release to Administrator within seventy-two (72) hours of notification. If any potential prize winner cannot be contacted within three (3) calendar days of the first notification attempt, or if any prize or prize notification is returned as undeliverable, or if any potential prize winner rejects his/her prize, or in the event of any potential prize winner's noncompliance with these Official Rules, then the prize will be forfeited and may be awarded to an alternate prize winner in a random drawing from among all remaining eligible Entries received during the Sweepstakes Period. Upon forfeiture of any prize, no compensation will be given. Sponsor is not responsible for fraudulent calls or emails made to entrants not by the Sponsor. By accepting a prize, each prize winner grants to Sponsor the right to use his/her name, voice, photograph, video, likeness, hometown, biographical information and prize details in any medium (whether now or hereafter known) throughout the world in perpetuity for any lawful purpose without further permission, consideration or payment (except where prohibited by law).

**TWENTY (20) PRIZES:** Each prize consists of one (1) \$100 Amazon.com Gift Card. The actual retail value ("**ARV**") of each prize is \$100. The total ARV of all prizes is \$2,000. Gift cards are subject to terms and conditions of use. Restrictions apply, see <a href="mainto:amazon.com/gc-legal">amazon.com/gc-legal</a>. Sponsor shall not be responsible for a lost, stolen, or misplaced gift card, or for any unused balance remaining on a gift card. Gift cards will be sent to prize winners electronically via email and will be awarded within 4 to 6 weeks following eligibility verification. Each prize winner will be solely responsible for any and all expenses associated with the acceptance and use of prizes. Prizes are non-transferable and no substitutions, exchanges, or cash redemptions may be made, except by Sponsor. Sponsor will have the right, but not the obligation, if any prize cannot be awarded due to circumstances beyond Sponsor's reasonable control or for any other reason as determined by Sponsor, to award a substitute prize of equal or greater value as determined by Sponsor in Sponsor's sole discretion. The ARV of prizes set forth above represents Sponsor's good faith determination of the actual fair market value and, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. Prize winners are solely responsible for reporting and paying any applicable Federal, State and local taxes on prizes.

**GENERAL CONDITIONS:** If the Sweepstakes is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Entry process, and to cancel, terminate, modify or suspend the Sweepstakes and award the prizes from among all eligible Entries received prior to cancellation. Sponsor also reserves the right to take any required legal action against that person/entity. Sponsor may prohibit or disgualify you from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that you are (i) attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices, or (ii) intending to annoy, abuse, threaten, or harass any other entrants or Sponsor representatives. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY SUCH ENTRANT AND SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. The Released Parties (defined below) assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any Entry. The Released Parties are not responsible for: (a) incorrect or inaccurate transcription of Entry information or late, mis-transcribed, delayed or incomplete Entries received through impermissible or illegitimate channels, all of which will be disqualified; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, website, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any website or service; (d) unauthorized intervention in any part of the Entry process or this Sweepstakes; or (e) printing, typographical, electronic or human errors which may occur in the offer or administration of this Sweepstakes or the processing of Entries, including any error in the printing of the Sweepstakes materials or the offering or announcement of the prizes. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

RELEASE AND LIMITATION OF LIABILITY: By participating in the Sweepstakes, you agree to waive any and all claims against, and to release and hold harmless Sponsor, Agency, Administrator, and each of their respective parents, affiliates, subsidiaries, officers, directors, employees, agents, licensees, distributors, dealers, retailers, printers, vendors, representatives, and advertising, production and promotion agencies, and any and all other companies associated with the Sweepstakes, and all of their respective officers, directors, employees, agents and representatives (collectively, the "Released Parties") from any and all liability for any loss, harm, damages, costs or expenses, arising out of your participation in this Sweepstakes or the acceptance, possession, use or misuse of any prize, including, without limitation, claims alleging property damages, personal injury and/or death, and claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related cause of action. To the maximum extent permitted by law, prizes are awarded "as-is" and the Released Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO THE SWEEPSTAKES, INCLUDING DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES, THE PRIZES, AND EVERYTHING ELSE IN CONNECTION THERETO IS PROVIDED "AS IS" WITHOUT WARRANTY, GUARANTY OR REPRESENTATION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**DISPUTES AND GOVERNING LAW:** By entering the Sweepstakes, you agree that: (1) 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; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event will attorneys' fees be awarded or recoverable; and (3) to the maximum extent permitted by law, under no circumstances will you be permitted to obtain any award for, and you hereby knowingly and expressly waive 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. The interpretation of these Official Rules shall be governed by the laws of the United States and the State of California exclusively and solely by and within the courts of that state without regard to choice of law principles.

**FORCE MAJEURE:** In the event the Sponsor is prevented from continuing with this Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is undermined by any event including but not limited to fire, flood, natural or man-made epidemic or pandemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, regulation, or guideline, public health crisis (e.g., Coronavirus), order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "**Force Majeure**" event) the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. If the Sponsor, in its sole discretion, elects to abbreviate, cancel or terminate the Sweepstakes as a result of a Force Majeure event, the Sponsor reserves the right, but shall have no obligation, to award the prizes from among all valid and eligible Entries received up to the time of such Force Majeure event.

**USE OF INFORMATION:** The information that you provide in connection with the Sweepstakes may be used for Sponsor's internal purposes and to send you information about Sponsor's products and offers, but will not be provided to third parties, except as necessary for the administration of Sweepstakes or as required by law or legal process. For more information about Sponsor's use of personal information, see Sponsor's privacy policy by visiting <a href="https://www.hyundaiusa.com/us/en/privacy-policy">https://www.hyundaiusa.com/us/en/privacy-policy</a>. By participating in this Sweepstakes and agreeing to these Official Rules, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's Privacy Policy.

Additionally, any communication between an entrant or a prize winner and Sponsor or its agencies regarding this Sweepstakes (e.g. phone calls, emails, etc.) may be recorded for quality assurance and training purposes.

**WINNERS LIST:** To obtain a list of prize winners (available after April 30, 2021), send a stamped, self-addressed envelope to be received by April 30, 2021 to: Celebrate the Year of the Ox with the New Santa Fe Sweepstakes Winners, c/o URI Global, 357 Van Ness Way, Suite #110, Torrance, CA 90501.