## THE "AUBURN 2024 UNRIVALED ROAD TRIP SWEEPSTAKES"

## Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE CHANCES OF WINNING. THE "AUBURN 2024 UNRIVALED ROAD TRIP SWEEPSTAKES" PRESENTED BY TOYOTA (THE "SWEEPSTAKES") AND ANY ADVERTISEMENT RELATING THERETO IS INTENDED FOR PARTICIPATION ONLY IN THE STATES OF ALABAMA, GEORGIA, NORTH CAROLINA, SOUTH CAROLINA, AND FLORIDA AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY PENNSYLVANIA STATE LAW. DO NOT PARTICIPATE IN THIS SWEEPSTAKES IF YOU ARE NOT A LEGAL RESIDENT OF THE STATE OF ALABAMA, GEORGIA, NORTH CAROLINA, OR FLORIDA, PHYSICALLY LOCATED IN THE STATE OF ALABAMA, GEORGIA, NORTH CAROLINA, SOUTH CAROLINA, OR FLORIDA AT THE TIME OF ENTRY, OR DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

- 1. **SWEEPSTAKES DESCRIPTION**: The "Auburn 2024 Unrivaled Road Trip Sweepstakes" presented by Toyota (the "**Sweepstakes**") is sponsored by Playfly Sports Properties, LLC ("**Sponsor**"), located at 22 Cassatt Avenue, Berwyn, PA 19312. The Sweepstakes begins on September 16<sup>th</sup>, 2024 and ends on September 30<sup>th</sup>, 2024 (the "**Sweepstakes Period**"). At the end of the Sweepstakes Period, a random drawing will be conducted to select one (1) grand prizewinner from among all eligible entries received, as more fully set forth below. Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each entrant unconditionally agrees to abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all matters relating to this Sweepstakes.
- 2. WHO MAY ENTER: The Sweepstakes is open only to legal residents of Alabama, Georgia, North Carolina, South Carolina, and Florida who are twenty-one (21) years of age or older at the time of entry. Void where prohibited by law. Directors, officers and employees, of Sponsor, Southeast Toyota Distributors LLC, 22squared, Inc., and Auburn University and their respective parents, affiliated, or subsidiary companies, advertising, promotion, production services, fulfillment agencies, legal advisors, web masters and web suppliers (each a "Promotion Entity" and collectively, the "Promotion Entities"), (and their respective IRS dependents, immediate family members [children, spouse, parents, sibling] and individuals residing in their same household, whether or not related) are not eligible to enter or win. The potential prizewinner of the Sweepstakes may be required to show proof of residency.
- 3. **WHEN TO ENTER**: The Sweepstakes begins on September 16<sup>th</sup>, 2024 at 1p.m. eastern time ("ET") and ends on September 30<sup>th</sup>, 2024 at 1:00 p.m. ET (the "**Sweepstakes Period**"). To be eligible for this Sweepstakes, all entries must be received by Sponsor by the end of the Sweepstakes Period in order to participate or receive a prize. Sponsor's' database clock shall be the official time keeping device for all entries received in connection with this Sweepstakes.
- 4. HOW TO ENTER: No purchase necessary to enter or win. Making a purchase will not improve your chances of winning. A computer with Internet access is required to participate in this Sweepstakes. During the Sweepstakes Period, each entrant must visit (https://auburntigers.com/auburn-2024-unrivaled-road-trip-sweepstakes) (the "Website"), follow the links and instructions to the Sweepstakes' registration page, and complete and submit all required information, which may include without limitation entrant's full name and e-mail address. Upon completion of the registration form, select the submit icon to successfully enter into the Sweepstakes. All required information must be completed in order to enter into the Sweepstakes and to be eligible to win. Upon completion of the aforementioned process, the entrant will receive one (1) entry into the Sweepstakes.

Each entrant must provide a valid e-mail address to be eligible. Proof of entering the required information on the Promotion's registration page is not considered proof of delivery to or receipt by Sponsor of entry into a Sweepstakes or in the Promotion. In the event of a dispute regarding the identity of who actually submitted an entry, the entry will be deemed submitted by the "authorized account holder" of the e-mail address supplied at the time of

entry. The authorized account holder is defined as the natural person to whom the applicable e-mail address has been assigned by the internet access provider, the online service provider, or another organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the e-mail address submitted. Proof (to Sponsor's satisfaction) of being the authorized account holder may be required by Sponsor, in their sole and absolute discretion. **Limit one (1) entry per individual, per email address.** 

As an alternative, during the Sweepstakes Period, eligible entrants can mail a postcard or index card, marked with the eligible entrant's name, date of birth, address, and email address to Auburn 2024 Unrivaled Road Trip Sweepstakes – Mail-In Entry, 392 S Donahue Drive, Auburn, AL 36849, Attn: General Manager. Incomplete or inaccurate entry forms are void. Mail-In entries must be received by 01:00 p.m. EST on September 30<sup>th</sup>, 2024. Limit one (1) entry per person/per household. By entering, you acknowledge compliance with these Official Rules including all eligibility requirements.

All entries become the exclusive property of Sponsor and will not be acknowledged or returned. As permitted by law, each entrant agrees that personal information collected in connection with this Sweepstakes may be shared with the Sponsor and/or the Promotion Entities and Sponsor's other promotional partners to contact you regarding promotional updates; information; messages; and for other reasons via electronic and/or ordinary mail and, will be used by Sponsor and such promotional partners in compliance with their respective privacy practices. Without otherwise limiting the foregoing, any personal information supplied by a Sweepstakes entrant to Sponsor will be subject to Sponsor's privacy policy posted at <a href="http://www.playfly.com/privacy-policy/">http://www.playfly.com/privacy-policy/</a> ("Privacy Policy"). By entering the Sweepstakes each entrant grants Sponsor permission to share your email address and any other personally identifiable information with the other Promotion Entities for the purpose of the Sweepstakes' administration and prize fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described herein or in the Privacy Policy.

**Note**: Entry must be made by the entrant, only in the manners as set forth herein. All other methods of entry are considered void, including but not limited to entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including but not limited to commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. The use of any device to automate the entry process is prohibited.

The Promotion Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users, wireless users, or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error, which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. Sponsor is not responsible for lost, incomplete, late, damaged, or misdirected entries, email messages; or other communications malfunctions; interrupted or unavailable network, server or other connections including those through and/or by the Website; miscommunications, failed computer hardware or software or other technical failures; garbled, lost, misrouted or scrambled transmissions; any error, omission, interruption, defect or delay in any transmission or communication; traffic congestion on the Internet or for any technical problem, including but not limited to any injury or damage to an entrant's or any other person's computer related to or resulting from participation in this Promotion; printing or other errors appearing within these Official Rules or in any Promotion-related advertisements or other materials; or other errors or problems of any kind whether mechanical, human, technical, electronic or otherwise.

5. **DRAWINGS AND PRIZEWINNER NOTIFICATION**: Up to a total of one (1) grand prizewinner will be selected. The potential prizewinner of the Sweepstakes will be selected in a random drawing from all eligible entries received during the Sweepstakes Period on or about September 30<sup>th</sup>, 2024. The potential prizewinner will be notified by telephone and/or email on or about September 30<sup>th</sup>, 2024, using the contact information provided at the time of entry. If any selected prizewinner cannot be reached by telephone and/or e-mail or does not respond within twenty-four (24) hours of the initial attempt to notify such potential prizewinner, the grand prize package may be forfeited and an alternate prizewinner may be selected in a random drawing from the remaining eligible entries. Sponsor will attempt to contact up to two (2) potential prizewinners in accordance with the above procedure, after which, the grand prize package may go unawarded if it remains unclaimed. If any potential prizewinner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the grand prize package or any

portion thereof for any reason prior to award, such potential prizewinner will be disqualified and an alternate prizewinner may be selected in a random drawing from the remaining eligible entries. Sponsor shall have no liability for any prizewinner notification that is lost, intercepted, or not received by any potential prizewinner for any reason.

6. PRIZE/APPROXIMATE RETAIL VALUE (ARV)/ODDS: Up to a total of one (1) grand prize package will be awarded and the grand prize package shall consist of: two (2) tickets to the Auburn University football game against the University of Georgia on October 5<sup>th</sup>, 2024; (ii) hotel accommodations for two (2) on October 4th, 2024 and October 5th, 2024; and (iii) two (2) Auburn prize packs (collectively, the "Grand Prize Package"). The total approximate retail value ("ARV") for the Grand Prize Package is Two Thousand Dollars (\$2,000).

## Odds of winning depend upon the actual number of entries received prior to the end of the Sweepstakes Period

If the prizewinner is unable to redeem the Grand Prize Package by the dates noted hereinabove, then such prizewinner will forfeit the Grand Prize Package in its entirety. All other prize expenses not specified herein shall be the sole responsibility of prizewinner including, without limitation, delivery, processing and handling fees, meals and beverages, gratuities, and/or personal purchases. Transportation and transportation expenses are not included as part of the overall Grand Prize Package as described herein and are the sole responsibility of the prizewinner.

The prizewinner's travel companion(s) must be twenty-one (21) years of age or older, or if any companion is a minor, the prizewinner must be such minor's parent or legal guardian or travel with the permission of such minor's parent or legal guardian in form and substance acceptable to Sponsor in their sole and absolute discretion. The prizewinner must comply with all hotel check-in requirements, including but not limited to the presentation of a major credit card. The prizewinner's travel companion(s) each must sign and return a Liability Release and (where legal) a Publicity Release prior to ticketing of Grand Prize Package.

- 7. **GENERAL PRIZE RESTRICTIONS:** No cash alternative or prize substitutions will be allowed except Sponsor reserves the right to substitute prizes of comparable value if a prize listed is unavailable for any reason. The Grand Prize Package awarded herein is non-assignable and nontransferable. If lost, the Grand Prize Package or any portion thereof will not be replaced. The prizewinner is solely responsible for the reporting and payment of any federal, state and/or local taxes on a prize. In the event a prizewinner or his or her guest engage in behavior that (as determined by Sponsor in their sole discretion) is obnoxious or threatening, illegal or that is intended to annoy, abuse, threaten any other person, Sponsor reserves the right to terminate the applicable event, in whole or in part, and send the prizewinner and/or his or her guests home with no further compensation. Upon verification of entrant's win and compliance with these Official Rules, delivery of the Grand Prize Package will be coordinated by a representative of Sponsor and the prizewinner will receive further notification with details on how to claim the Grand Prize Package.
- 8. GENERAL PRIZE CONDITIONS: Eligibility, age and all claims made by prizewinner(s) are subject to verification. Sponsor and its agents are not responsible for fraudulent communications including without limitation phone calls, mail, and e- mails made by or sent to entrants. Prizewinner may be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release ("Affidavit/Publicity Release"). The Affidavit/Publicity Release must be returned within the time indicated on the documents. If the potential prizewinner fails to return such documents within the prescribed time, then the potential prizewinner may be disqualified and an alternate prizewinner may be selected from the remaining eligible entries. Except where imposing such condition is expressly prohibited by law, the prizewinner's entry and acceptance of the prize constitutes permission for the Sponsor and its agents to use said prizewinner's name, photograph, likeness, statements, biographical information, voice, and city and state for all purposes and in all forms of media, in perpetuity, without further notice or compensation.

Depiction of the prizes in any advertising, promotional materials, or on the Website may not reflect the actual prize delivered to the winner. Sponsor or its agents shall not be responsible for delays in delivery of any prize once it has been shipped by Sponsor or its agents. Prizewinner shall bear all risk of loss or damage to the prize after it has been delivered to the prizewinner.

9. **CONDITIONS OF PARTICIPATION**: This Sweepstakes is subject to all applicable federal, state, and local laws. Each entrant hereby: (a) agrees that the Promotion Entities will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in this Sweepstakes or any Sweepstakes-related activity, or for any typographical or other error in the printing, offering or announcement of any prize; (b) releases the Promotion Entities from all liability, claims, action, or proceedings relating to this Sweepstakes and from injuries or damages arising in connection with or relating to participation in this Sweepstakes, or use or misuse of the prize; and (c) waives any right to claim ambiguity in the Sweepstakes or these Official Rules. This Sweepstakes may not be used for any form of gambling.

10. IMPORTANT: PLEASE READ - GENERAL RELEASE AND LIMITATIONS ON LIABILITY. By entering the Sweepstakes, entrants 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) 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 acknowledges and agrees that the Promotion Entities are not responsible for any costs, injuries, losses, or damages of any kind arising from or in connection with: (i) incomplete, lost, late, misdirected, or illegible entries or for failure to receive entries due to any cause, including without limitation human, transmission, or technical problems, failures, or malfunctions of any kind, whether originating with sender, with Sponsor, or otherwise, that may limit an entrant's ability to participate in the Sweepstakes; (ii) incorrect or inaccurate information whether caused by internet users, or by any equipment or programming associated with or utilized in connection with this Sweepstakes and assume no responsibility for any error, omission, malfunction, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, tampering, or hacking; (iii) any injury or damage resulting from participation in the Sweepstakes and/or the use and/or misuse of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, or any claims, costs, injuries, losses, or damages related to or based on the entrant's rights of publicity or privacy); or (iv) the entrant's claim that he or she has somehow been defamed or portrayed in a false light. Promotion Entities assume no responsibility for any damage to an entrant's computer system, which is occasioned by accessing the Website, or participating in the 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, or for the incorrect or inaccurate capture of information, or the failure to capture any information.

Sponsor reserves the right, in its sole discretion, to disqualify any entrant it finds to be tampering with the entry process or operation of the Sweepstakes or to be acting in an unsportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Sponsor reserve the right to modify, extend, suspend, or terminate the Sweepstakes if it determines, in its sole discretion, that the Sweepstakes is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's' control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Sweepstakes as contemplated herein. In the event Sponsor are prevented from awarding prizes or continuing with the Sweepstakes as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g., SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Sweepstakes. If the Sweepstakes is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. These Official Rules cannot be modified or amended in any way except in a written document issued by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official 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 Official 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.

11. **GOVERNING LAW:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE SWEEPSTAKES OR IN CONNECTION WITH ANY SUBMISSION OR OTHER MATERIAL SUBMITTED IN CONNECTION WITH THE SWEEPSTAKES, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF PENNSYLVANIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OF CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. 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 OFFICIAL 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.

IN NO EVENT WILL THE PROMOTION ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, 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. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RIGHT IS RESERVED BY SPONSOR TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW.

12. **COPY OF OFFICIAL RULES/WINNERS LIST**: Visit (https://auburntigers.com/auburn-2024-unrivaled-road-trip-sweepstakes) to view a copy of the Official Rules or any legally required winners' list. Any legally required winners' list may be available for a period of thirty (30) days following the end of the Sweepstakes Period. The Official Rules may not be available following the end of the Sweepstakes Period.