

The following Sweepstakes is intended for participants in the United States only and will be governed by United States laws. Do not proceed in this Sweepstakes if you are not eligible or not currently located in the United States. Further eligibility restrictions are contained in the Official Rules below.

## **ARIZONA FORD DEALERS ASU ACTIV8 LICENSE PLATE SWEEPSTAKES OFFICIAL RULES**

***NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW. MUST BE 21 YEARS OF AGE OR OLDER TO ENTER.***

Administrator: Sun Devil Athletics Corporate Partnerships / Pac-12 MMR, LLC, P.O. Box 872505, Tempe, AZ 85287-2505

Sponsor: Arizona Ford Dealers, c/o GTB, P.O. BOX 28243, Scottsdale, AZ, 85255

### **1. HOW TO ENTER**

- a. These rules govern the ASU ACTIV8 License Plate Sweepstakes ("Sweepstakes"), which is being conducted by Sun Devil Athletics Corporate Partnerships / Pac-12 MMR, LLC ("Administrator"). The Sweepstakes begins on Monday, August 28, 2023, and ends on Friday, November 17, 2023 ("Sweepstakes Dates"). Entrants may enter either via online registration or by mail-in (each an "Entry").
- b. To enter the Sweepstakes, you ("Entrant") may enter through the designated online website or by mail-in beginning on Monday, August 28, 2023, at 12:01am Mountain Standard Time ("MST") and ending on Friday, November 17, 2023 at 5:00PM MST ("Entry Period").
  - i. Online Registration. To enter the Sweepstakes via the online method, visit [thesundevils.com/activ8](https://thesundevils.com/activ8) during the Entry Period to enter the Sweepstakes. Only one (1) Entry per person is permitted. By registering to enter the Sweepstakes online, the Entrant consents to receive automated messages about the Sweepstakes on his or her cell phone or email address. Standard message and data rates may apply. The frequency of automated message(s) that an individual may receive after entering the Sweepstakes may vary. If you wish to stop receiving text messages or emails, you can text STOP or unsubscribe to the email to cancel such messages.

Administrator assumes no responsibility for charges incurred for text messaging, including, without limitation, any text messages or Sweepstakes notices from the Administrator. To be eligible to win, Entrants in the Sweepstakes must provide all information requested including Entrant's full name, email address, phone number, zip code, and date of birth to verify eligibility. P.O. Boxes are not permitted as addresses.

ii. **VIA MAIL.** To enter the Sweepstakes via the mail-in method, print your full name, email address, phone number, zip code, and provide your signature (your signature certifies that you are twenty-one (21) years of age or older and have read and complied with all of the Official Rules of this Sweepstakes) on a 3" x 5" card, and mail your Entry to: Arizona Ford Dealers ASU ACTIV8 License Plate Sweepstakes, c/o Sun Devil Athletics Corporate Partnerships / Pac-12 MMR, P.O.

Box 872505, Tempe, AZ 85281-2505. All Entries must be received and recorded during the Sweepstakes Dates.

- c. Only one (1) Entry per person is permitted regardless of the method of Entry. There will be one (1) Winner selected in the Sweepstakes .
- d. All online registrations and mail-in Entries must be received by the end of the Entry Period.

## **2. ELIGIBILITY RESTRICTIONS**

- a. The Sweepstakes is open to all persons who are legal U.S. residents of the state of Arizona, twenty-one (21) years of age or older, and who reside in Arizona. Void where prohibited or restricted by law.
- b. The following individuals are NOT eligible to enter the Sweepstakes, even if such individuals meet the age and residency requirements above: (1) any employees (i.e., full-time, part-time and/or temporary employees) of the Administrator, Arizona State University, ASU Sun Devil Athletics, Pac-12 MMR, LLC, Sponsor, of any advertising and promotion agencies, and/or of the respective parent entities, subsidiaries, affiliated companies of each; (2) any immediate family members of such employees, including without limitation current and/or ex-spouses, parents, grandparents, children, grandchildren, siblings, in-laws, and/or steps in any of the foregoing categories; and (3) any other individual legally residing in the same household (i.e., at the same address) of such employees, including without limitation roommates, housemates, significant others, and partners (cumulatively, the "Sweepstakes Entities").
- c. Unless the Administrator otherwise specifies, in its own discretion, persons who have previously won a prize (cash, services, merchandise) from a Sweepstakes or Administrator event are subject to the following restrictions: persons who have won a prize in the last thirty (30) days are not eligible to participate. These restrictions also apply to immediate household members of prize winners. As stated above, the Administrator, in its sole discretion, may allow persons who have previously won a prize to be eligible to win another prize without any time restrictions.
- d. To claim a Prize, the Winner(s) must provide valid government-issued photo identification and provide their complete address, date of birth and phone number, and any other information required to claim the Prize.
- e. Entrants are required to provide truthful information and the Administrator, in its sole discretion, will reject and delete any Entry that it discovers to be false or fraudulent. The Administrator will disqualify any Entrant who does not meet the eligibility requirements and will also delete any Entry as required by law.
- f. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. By participating, Entrant agrees to comply with these Official Rules and the decisions of the Administrator, which are final and binding in all respects.

## **3. PRIZES**

- a. After the Entry Period has ended, Administrator shall perform a random prize drawing, from all eligible Entries received, to select one (1) Grand Prize Winner (the "Winner"). The Winner will receive four (4) San Tan Ford Club tickets to the ASU vs. University of

Arizona game on November 25, 2023 (Approximate Retail Value ("ARV"): \$400.00), four (4) VIP Tailgate Passes (ARV: \$100.00), four (4) Pregame Sideline Passes (\$60.00), and one (1) ASU "ACTIV8" State of Arizona license plate for one (1) year (ARV: \$25.00) (collectively, the "Prize"). The total ARV of all Prizes available to be awarded in the Sweepstakes is five hundred and eighty-five dollars (\$585.00). Winner's guests must also be at least twenty-one (21) years of age or older. Tickets are valid only on the date(s) printed on the tickets, and they are not refundable or transferable, may not be sold to a third party, and may not be substituted or exchanged for cash or credit at any time, nor will they be replaced if lost or stolen. If a Prize-related event is unable to take place as scheduled, for reasons such as cancellation, preemption, postponement or unavailability, including for weather, or for any reason beyond the control of the Administrator or Sponsor, their sole responsibility to the Winner(s) will be to award the remaining available elements of the Prize(s) and no substitution or compensation will be provided for the unawarded elements of the Prize(s). The Administrator, in its sole discretion, reserves the right to deny entry to or to remove the Winner(s) and/or guest(s) if either engages in disruptive behavior or in a manner with intent to annoy, abuse, threaten or harass any other person at the Prize related event(s).

- b. All sales, Prizes and other taxes, gratuities and any other incidentals associated with the Prizes are the sole responsibility of the Prize Winner. Prizes are not transferable or exchangeable and may not be substituted, except by Sponsor for reasons of unavailability, in which case, a Prize of equal or greater value will be awarded. The Administrator assumes no responsibility or liability for damages, loss, or injury resulting from acceptance or use of the Prize. The Administrator is not responsible for replacing tickets in the event of cancellations as a result of weather, or promoter, or performer actions. The Administrator reserves the right, in its sole discretion, to cancel or suspend the Sweepstakes should a virus, bug, computer, or other problem beyond the control of the Administrator, corrupt the administration, security, or proper execution of the Sweepstakes, or the Internet portion of the Sweepstakes. Decisions of the Administrator/judges are final.
- c. If due to a printing, production or other error, more Prizes are claimed than are intended to be awarded for any Prize level, then the intended Prizes will be awarded in a random drawing from among all verified and validated Entrants received for that Prize level. In no event will more than the stated number of Prizes be awarded.

#### **4. WINNER SELECTION AND NOTIFICATION**

- a. Decisions of the Administrator management with respect to the Sweepstakes are final and binding on all matters relating to this Sweepstakes.
- b. One (1) Prize Winner will be randomly selected by Administrator on Friday, November 17, 2023, after 5:00 PM MST in a random drawing of all eligible online registration Entries and mail-in Entries received during the Entry Period outlined above. Odds of winning depend upon the number of eligible online and mail-in Entries received during the applicable Entry Period.
- c. Ticketed Prizes may be emailed to Prize Winner and sideline passes and license plate will be picked up at the office of the Sun Devil Athletics Corporate Partnerships / Pac-12 MMR, Carson Student-Athlete Center, 500 E Veterans Way, Tempe, AZ 85281 between regular business hours of 9:00 a.m. to 5:00 p.m.

- d. Potential Winner(s) will be notified of winning by telephone or email at the time of the drawing. Prize(s) will be awarded only upon confirmation of eligibility and completion of all requisite releases. Upon notification or notification attempt, the potential Winner(s) will be required to respond to such notification attempt and must execute and return, along with the guest(s) of the Winner(s), an IRS Form W-9, affidavit of acceptance, eligibility, liability, publicity release, and if applicable, Sweepstakes Sponsor and Administrator liability release forms within forty-eight (48) hours of such notification or notification attempt or Prize(s) will be forfeited. If a potential Winner is deemed ineligible for any reason, cannot be contacted, fails to sign and return the fully-executed affidavit of eligibility and/or liability/publicity release within the required time period, or if a Prize or Prize notification is returned as undeliverable, the potential Winner forfeits the Prize(s). The Administrator or Sponsor is not responsible for any changes in an Entrant or Winner's email address, phone number, mailing address or other contact information.

## **5. CONDITIONS**

- a. Any attempt by any Entrant to obtain more than the stated number of Entries by using multiple/different email addresses, mobile phone numbers, identities, registrations and logins or any other methods may void that Entrant's Entries and that Entrant may be disqualified. The use of any device to automate Entry is prohibited. Any use of robotic, repetitive, automatic, programmed or similar Entry methods or agents (including, but not limited to, promotion entry services or proxies) will void all Entries by that Entrant at the Administrator's sole discretion. The Administrator's or its Sweepstakes Administrator's computer or telephone system is the official time keeping device for this Sweepstakes . In the event of a dispute, online Entries will be deemed to have been submitted by the Authorized Account Holder. The "Authorized Account Holder" is the natural person who (i) is assigned to an email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address, or (ii) is assigned to the mobile telephone number by a telecommunications provider, or other organization that is responsible for assigning such numbers. The Administrator, in its sole discretion, reserves the right to disqualify any person who it believes is tampering with the Entry process or the operation of the Sweepstakes. Failure to comply with the rules of the Sweepstakes may result in an Entrant's disqualification and/or forfeiture of any Prize or Prizes. If the Administrator makes a good-faith determination that an Entrant has cheated or committed fraudulent activity in connection with a Sweepstakes, the Administrator may disqualify that Entrant from entering and/or winning this and any or all future Administrator-administered sweepstakes and seek damages to the fullest extent permitted by law.
- b. The Administrator reserves the right to modify these rules for clarification or equitable purposes without materially affecting or breaching the terms and conditions of the Sweepstakes, including, without limitation, the substitution of a prize(s) of equivalent value, which will become effective upon announcement. To the extent the Administrator makes material changes to the terms and conditions of the Sweepstakes, any such material changes will be posted on its website: [thesundevils.com](http://thesundevils.com) within twenty-four (24) hours of the change and periodically thereafter. If due to circumstances beyond the control of the Administrator, any competition or Prize-related event or travel is delayed, rescheduled, postponed or cancelled, the Administrator reserves the right, but does not have the obligation, to cancel, terminate, suspend, or modify the Sweepstakes and shall not be required to award a substitute Prize(s). If any provision of these Official Rules is irrevocably inconsistent with any provision set forth on the Sweepstakes webpage, then the provision of these Official Rules will prevail but solely to the extent of the inconsistency.

- c. By entering the Sweepstakes and/or acceptance of Prize(s), all Entrants consent to the use of their name, photograph, likeness, biography, voice, video, entry materials, prize information (if any), or any statements made for trade, publicity, advertising, or promotional purposes, in any and all media, now known or hereafter devised, including online announcements, without limitation and without compensation, except where prohibited by law.
- d. Each Winner may be required to produce identification satisfactory to the Administrator. For example, Winner(s) may be required to sign an IRS Form W-9, affidavit of eligibility and release, including a publicity release, as prepared by the Administrator prior to receiving their Prize. Each Winner will solely be responsible for any (federal, state, or local) taxes or fees that result from the receipt and/or use/misuse of their Prize in this Sweepstakes. Each Winner may be required to furnish their Social Security Number to Administrator as a condition of receiving the Prize. The Winner will receive an IRS Form 1099 at the end of the tax year in which they accepted the Prize for the actual value of the Prize awarded. The Sweepstakes is void where prohibited by law. Failure to comply with the terms and conditions applicable to Sweepstakes Entry, including without limitation submitting an incomplete or fraudulent Entry, and/or failing to complete the Entry process, will result in such Entry being disqualified from such Sweepstakes. Any individual(s) that is found to be, or suspected of, tampering with a Sweepstakes in any way, including without limitation by making a fraudulent Entry, by engaging in any "deal-making" with or between other Sweepstakes Entrants or third parties, by creating a public hazard, by cheating, by engaging in improper or illegal activity, by causing interference with or the destruction of property and/or utilized public safety resources will be disqualified from participating and/or winning any Prize(s), as applicable, and may be banned from any future participation in any Sweepstakes as determined by Administrator at its sole discretion and on a case-by-case basis.
- e. Participation in a Sweepstakes and/or acceptance of Prize(s) constitutes agreement by Entrant and/or Winner (and by Winner's guest(s) if applicable) release, forever discharge, indemnify, defend, and hold harmless Administrator, its affiliates, parents, subsidiaries, assigns, successors, employees, participating Sponsor, agents and all others connected with them and the Sweepstakes (the "Released Parties") from any and all liability, claims, actions, and damages sustained or incurred by participation in the said Sweepstakes, and the receipt and use of any Prize(s) awarded (if any) through such Sweepstakes arising in any manner whatsoever, including but not limited to an act or omission, whether negligent, intentional or otherwise caused by Administrator, its affiliates, parents, assigns, successors, employees, sponsors, agents and all others connected with them and the Sweepstakes .
- f. The Released Parties are not responsible for (i) typographical or other errors in the printing, the offering, or the administration of the Sweepstakes or in the announcement of a prize; (ii) incorrect or inaccurate information, human error, failure, or omission; (iii) unauthorized human intervention; (iv) lost, stolen, mangled, misdirected, illegible, incomplete, or late Entries; (v) Entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, telephone service outages, delays, busy signals, poor signals or signal interference, accidental disconnection, equipment malfunctions, and any other technological failures; or (vi) any cancellations, delays, diversions, or substitutions or omissions by any transportation providers or any other persons or entities providing any services to Entrant(s) and/or Winner(s) (and Winner's guest(s) if applicable) including any results thereof such as changes in services or location necessitated by same. Further, the Released Parties are not responsible if any part of the Sweepstakes cannot be conducted and/or if a Prize, either in whole or in part, cannot be

awarded due to acts of God, acts of war, natural disasters, weather, epidemics, pandemics, acts of terrorism, or other factors beyond the Released Parties' control.

- g. Except where prohibited, by entering the Sweepstakes, each Entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize(s) awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in Salt Lake City, Utah; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event shall such costs include attorneys' fees; (3) no punitive, incidental, special, consequential or other damages, including, without limitation, lost profits may be awarded (collectively, "Special Damages"); and (4) Entrant hereby waives all rights to claim Special Damages and all rights to have any damages awarded multiplied or increased. Utah law governs the interpretation and construction of these Official Rules and all aspects related thereto.

## **6. PRIVACY**

- a. By participating in the Sweepstakes, Entrant agrees to the Administrator's use of Entrant's personally identifying information as described herein. In the event of conflict, the Administrator's terms of these Official Rules shall apply.

## **7. COPY OF OFFICIAL RULES AND NAMES OF WINNER**

- a. Any violation of these Official Rules will result in disqualification. Copies of these Official Rules are available at the Administrator's website: [thesundevils.com](https://thesundevils.com), in person at the Administrator's offices in the Carson Student-Athlete Center, 500 East Veterans Way, Tempe AZ 85281, during regular business hours 9:00 a.m. to 5:00 p.m., or by sending a request, along with a self-addressed stamped envelope, to the Administrator to P.O. Box 872505, Tempe, AZ 85287-2505, ATTN: Arizona Ford Dealers ASU ACTIV8 License Plate Sweepstakes c/o Sun Devil Athletics Corporate Partnerships / Pac-12 MMR. For the name of the Prize Winner, available after the Sweepstakes has ended, send a self-addressed stamped envelope to Administrator to P.O. Box 872505, Tempe, AZ 85287-2505, ATTN: Arizona Ford Dealers ASU ACTIV8 License Plate Sweepstakes c/o Sun Devil Athletics Corporate Partnerships / Pac-12 MMR.

## **8. ABBREVIATED RULES**

- a. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. Must be a legal resident of AZ, reside in AZ, and must be 21 years of age or older as of the date of Entry. The Sweepstakes begins on 8/28/23 and ends on 11/17/23. There are two possible methods of entry: (a) by online registration, or (b) by mail-in with the necessary information. There is a limit of one (1) Entry per person. Winner will be selected in a random drawing of all eligible Entries.