

## OFFICIAL CONTEST RULES

# National Automobile Dealers Association NADA Show Video Contest Official Rules

### NO PURCHASE NECESSARY TO ENTER OR WIN.

By participating in the National Automobile Dealers Association (“NADA”) Show Video Contest (the “Contest”), Contest entrants (“Entrant(s)”) agree to be bound by these Official Rules and to NADA’s decisions, which are final and binding on all matters relating to the Contest. The Contest submission period begins at 12:00 a.m. E.D.T. on June 16, 2023, and ends at 11:59 p.m. E.S.T. on October 31, 2023 (the “Submission Period”). The Sponsor of this Contest is NADA, 8484 Westpark Drive, Tysons, VA 22102. The Contest will operate as described below, on or about the stated date.

**(A) Eligibility:** This Contest is open to persons eighteen (18) years of age or older who are legal residents of the United States. Void where prohibited including outside of the United States. Employees of NADA, its affiliates, advertising and promotion agencies, and suppliers (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations.

Each Entrant must be the rightful owner of the e-mail address registered with the social media account to be used to log in and upload their video submission or “Entry” (as defined in Section B, “Entry Method” below). Contest is limited to one Entry, per Entrant, per e-mail address and Entrants are eligible to win no more than one (1) prize in this Contest. By entering this Contest, Entrant represents and warrants that the submitted Entry is an original work of authorship and does not violate any third party’s proprietary or intellectual property rights. If an Entry infringes upon the intellectual property right of another, Entrant will be disqualified at the sole discretion of NADA. Entries containing inappropriate content, including but not limited to the following, will be deemed ineligible at the sole discretion of NADA and disqualified from the Contest:

- Pornography, adult-oriented content or any other sexually-explicit material
- Explicit language or content
- Images of violence or promotion of illegal activities
- Content in violation of intellectual property rights or laws
- Libelous, defamatory, disparaging, tortious or slanderous materials
- Content that denigrates, disparages or reflects negatively on NADA, its Board members, employees, or vendors
- Tobacco, alcohol or drugs

- Dangerous stunts
- Real weapons of any kind, including, but not limited to, guns, knives or projectiles
- Material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, or local law, ordinance, or regulation.

All Entries must also comply with the Instagram, Facebook, LinkedIn or Twitter Terms of Use found at <http://instagram.com/about/legal/terms/>, <https://www.facebook.com/terms.php>, <https://legal.linkedin.com/api-terms-of-use#> or <https://help.twitter.com/en/using-twitter/periscope-terms>. Entrants understand that this Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram, Facebook, LinkedIn or Twitter. Entry constitutes Entrant's certification that they meet the eligibility requirements set forth in these official rules and only Entries that are submitted in the manner described in the Entry Method will be eligible for Entry in this Contest. Entries received outside of the established Entry Period for the Contest as specified in Section D ("Entry Period") will not be considered and shall be deemed invalid. NADA reserves the right to verify eligibility of any potential winner. Winning a prize is contingent upon fulfilling all requirements set forth herein. In consideration for the opportunity to submit an Entry to participate in this Contest, Entrant irrevocably gives NADA, its affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, the right and permission to use, copy, alter, distribute, publish, broadcast, and display submitted Entry and Entrant waives any right to royalties or other payment for the use of the Entry. Entrant also waives their right to inspect or approve NADA's use of the Entry and other materials NADA may use with them.

In the event of a dispute as to the identity or eligibility of any potential Prizewinner based on an Instagram, Facebook, LinkedIn or Twitter account, the winning Entry will be declared made by the "Authorized Account Holder" of the Instagram, Facebook, LinkedIn or Twitter account that submitted the Entry at the time of Entry, provided they are eligible according to these Rules. The "Authorized Account Holder" is defined as the natural person assigned to an Instagram, Facebook, LinkedIn or Twitter account by Instagram, Facebook, LinkedIn or Twitter. In the event that any potential Prizewinner does not respond to such Prize notification within the required response time or fails to provide NADA with all information necessary to receive the Prize, a disqualification and Prize forfeiture will result.

**(B) Entry Method:** To enter this Contest, Entrants must first record a video up to two (2) minutes in length in .mov or .mp4 formats and upload the video to one or more of the following four social media platforms: Instagram, Facebook, LinkedIn and/or Twitter. Video must also be uploaded via the contest entry form on [nada.org](http://www.nada.org). Videos should explain why dealership employees should attend the annual NADA Show. Once posted, Entrants must then include both the #NADAShow and #DrivingtheFuture hashtags in the caption section within the post in order to be eligible to win a prize. Entrants must then submit an online form at [www.nada.org](http://www.nada.org) including accurate information for all required fields. Entrants must use their personal Instagram, Facebook, LinkedIn or Twitter accounts to post a video and include the #NADAShow and #DrivingtheFuture hashtags in the video caption in order to be eligible to win a prize. If an individual does not have an Instagram, Facebook, LinkedIn or Twitter account, they may visit [www.instagram.com](http://www.instagram.com) / [www.facebook.com](http://www.facebook.com) / [www.linkedin.com](http://www.linkedin.com) / [www.twitter.com](http://www.twitter.com) or download

the free Instagram, Facebook, LinkedIn or Twitter application(s) and register for a free Instagram, Facebook, LinkedIn or Twitter account. The account settings must be set to public, not private, to be eligible to win. This Contest is available via online submission only. No other method of Entry will be accepted. Entry into this Contest constitutes permission for NADA to use and republish persons, social media name, likeness, and Entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**(C) Prizes and Notification:** One (1) Grand Prize Winner ("Winner") of the Contest will receive the following: 1) All Access Passes for the 2024 NADA Show for an unlimited number of employees from the respective Winner's dealership valued at \$800.00 USD; 2) Broadcast of Winner's Entry each day during the 2024 NADA Show on the mainstage; and 3) a catered pizza party for Winner's dealership employees who cannot attend the 2024 NADA Show. If the Winner is a not an automobile dealer or dealership employee, the Winner may select a dealer or dealership of their choice to accept the prize. For purposes of this Contest, All Access Pass is defined as a full Dealer registration for the 2024 NADA Show and the opening reception party. Winner will be announced on November 10, 2023. Winner will also receive written notification via e-mail and the social media account used to submit Entry. NADA shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 10 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize offered in this Contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. Actual/appraised value may differ at time of prize award. No cash or other prize substitution shall be permitted except at NADA's sole discretion. The prize(s) are not transferable. Any and all prize-related expenses, including but not limited to, any and all federal, state and/or local taxes, shall be the sole responsibility of each prize winner. Acceptance of prize constitutes permission for NADA to use Winners' name, likeness, and Entry for purposes of advertising and trade without further compensation, unless prohibited by law. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER AT NADA'S SOLE DISCRETION WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**(D) ENTRY Period:** The Contest submission period begins at 12:00 a.m. E.D.T. on June 16, 2023, and ends at 11:59 p.m. E.S.T. on October 31, 2023 (the "Submission Period").

**(E) Method of selecting Winner(s)/ Judging Criteria:** Judging of Entries will be performed by a team of NADA staff. Video submissions will be judged based on the following criteria: production quality, entertainment value, inspiration factor, impact, and message content.

**(F) Termination of Contest:** NADA may, at any time and in its sole discretion, announce a suspension or termination of this Contest, without advance notice, at which point no additional Entries will be accepted and no additional Prizes shall be awarded. Neither NADA, nor any officers, directors, board members or employees shall have any liability whatsoever for any such termination. NADA reserves the right, in its

sole discretion, to maintain the integrity of the Contest, to void Entries for any reason, including, but not limited to: multiple Entries from the same user from different IP addresses; multiple Entries from the same computer in excess of that allowed by Contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an Entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, NADA reserves the right to seek damages to the fullest extent permitted by law.

**(G) Limitation of Liability:** By entering this Contest, Entrant agrees to release and hold harmless NADA and its affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such Entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the Entry process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of Entries.

**(H) Disputes:** This Contest shall be governed by the laws of the Commonwealth of Virginia without regard to the conflict of law provisions thereof. The Entrant(s) hereby irrevocably acknowledge and agree that any legal action, suit, or proceeding brought by or against them with respect to any matter arising out of or in any way connected with this Contest shall be brought exclusively in courts of Fairfax County in the Commonwealth of Virginia, or in the United States District Court for the Eastern District of Virginia, Alexandria Division. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT(S) HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF ANY CLAIM OR DISPUTE BETWEEN THEM ARISING UNDER OR RELATING TO THE SERVICES OR THIS CONTEST.**

**(I) Social Media Platforms:** This Contest is in no way sponsored, endorsed, administered by, or associated with Instagram, Facebook, LinkedIn or Twitter.

**(J) Winners List:** To obtain a copy of the Winner(s) name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: NADA, 8484 Westpark Drive, Tysons, VA 22102. Requests must be received no later than April 1, 2024.