HYUNDAI MOTOR AMERICA "FIFA WORLD CUP QATAR 2022™ JIKWAN SWEEPSTAKES" OFFICIAL RULES

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

THIS SWEEPSTAKES IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

Sweepstakes may only be entered in or from the forty-eight (48) Contiguous United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. You are not authorized to participate in the Sweepstakes if you are not located within the forty-eight (48) Contiguous United States or the District of Columbia.

Each winner must travel to Dubai, United Arab Emirates and Doha, Qatar on dates designated by Sponsor in November 2022 and at time of prize award must possess a passport (valid for a minimum of six (6) months after return date of trip) or prize will be forfeited. Prize event/activity venues may require proof of vaccination or proof of an appropriately-timed negative COVID-19 test result, special masking or other health and safety protocols. THIS SWEEPSTAKES, INCLUDING THE AVALIABILITY OF ANY ENTRY METHOD, GAME OR EVENT, MAY BE CANCELED OR POSTPONED, IN FULL OR IN PART, AT ANY TIME, INCLUDING FOR REASONS DUE TO THE ONGOING PANDEMIC (E.G., CORONAVIRUS/COVID-19).

All referenced marks, logos and product names are trademarks of their respective owners.

- 1. SPONSOR: Hyundai Motor America, 10550 Talbert Avenue, Fountain Valley, CA 92708 ("Hyundai" or "Sponsor"). Participant irrevocably waives all claims against the Fédération Internationale de Football Association ("FIFA") and Major League Soccer, L.L.C., and each of their respective officers, directors, governors, employees, agents, successors, assigns, affiliates and subsidiaries (collectively, the "FIFA Entities") and agrees that the FIFA Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prizes awarded. The FIFA Entities have not offered or sponsored this Sweepstakes in any way.
- 2. ELIGIBILITY: Sweepstakes is only open to legal residents of the forty-eight (48) Contiguous (excluding Alaska and Hawaii) United States (the "U.S.") or the District of Columbia (the "Eligibility Area"), twenty-one (21) years or age or older. Employees, officers, directors and agents of Sponsor, its dealerships and dealership personnel, the FIFA Entities, Ten Advertising, Don Jagoda Associates Inc. ("Administrator"), and each of their respective parent companies, subsidiaries, affiliates, divisions, advertising, production and promotion agencies, and the immediate family members (i.e., spouses or partners, parents, children, grandparents, grandchildren, siblings and their spouses or partners) and persons living in the same households of each of the above (whether legally related or not) are not eligible to enter or win a prize in this Sweepstakes. Void in U.S. Military installations, outside the Eligibility Area, and where prohibited by law. Subject to all federal, state, and local laws and regulations. You are not authorized to participate in the Sweepstakes if you are not located within the 48 Contiguous United States or the District of Columbia. The Sweepstakes is governed by U.S. law. By entering this Sweepstakes, entrants indicate their full and unconditional agreement to, and acceptance of, these "Official Rules" and the decisions of the Sponsor and/or Administrator, which are final and binding in all respects.

3. SWEEPSTAKES PERIOD: The Hyundai Motor America "FIFA World Cup Qatar 2022™ Jikwan Sweepstakes" ("Sweepstakes") begins at 12:00:00 AM Pacific Time ("PT") on July 27, 2022 and ends at 11:59:59 PM PT on September 18, 2022 ("Sweepstakes Period"). Sponsor's clock is the official time keeping device for the Sweepstakes.

4. TWO (2) WAYS TO ENTER:

1) Onsite Entry: During the Sweepstakes Period, visit the Hyundai booth during public hours at the MaDang Courtyard shopping mall located at 621 S. Western Avenue, Los Angeles, CA 90005 and electronically follow the on-screen instructions found on the electronic entry device to submit your official entry form as directed.

2) Website Entry: During the Sweepstakes Period, visit <u>https://www.hyundaievents.com/worldcup</u> and electronically follow the on-screen instructions to submit your official entry form as directed.

Entrants will be required to provide their complete name as it appears on his/her passport, zip code of residence, daytime telephone number including area code, a valid email address, primary language preference, and an acknowledgement that he/she is 21 years or older and understands and accepts these Official Rules and Sponsor's privacy policy, and an answer to each of the questions presented (hereinafter, each an "Entry" and collectively "Entries"). All Entries must be received by 11:59:59 PM PT on September 18, 2022. Limit one (1) Entry per person/per email address. Any attempt by an entrant to obtain more than the stated number of Entries by using multiple/different identities names, addresses, numbers and/or any other methods will void that entrant's Entry and that entrant may be disgualified from the Sweepstakes. In the event of a dispute regarding the identity of the person submitting an Entry, the Entry will be deemed submitted by the person in whose name the email address was submitted via the Entry method stated above ("Authorized Account Holder"). Entrants may be required to provide proof of being the Authorized Account Holder. If the Sponsor cannot determine the identity of the person based upon the information submitted, the respective entrant will be disqualified. No mechanically or programmatically reproduced Entries are permitted. Sponsor will not verify receipt of Entries for entrants. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. Those who do not follow all of the instructions or abide by these Official Rules or other instructions of Sponsor may be disqualified. All Entries become the property of the Sponsor and will not be acknowledged or returned. Sponsor is not responsible for and shall not be liable for: (i) late, lost, stolen, delayed, misdirected, garbled, 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. The Sponsor's designated database clock will be the official timekeeper for this Sweepstakes. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

5. RANDOM DRAWING/ODDS: Five (5) potential prize winners (hereinafter, each a "winner") will be selected on or about September 19, 2022 in a random drawing from among all eligible Entries received during the Sweepstakes Period. Random Drawing will be conducted by Administrator whose decisions on all matters relating to this Sweepstakes are final. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of the judges,

which will be final and binding in all matters relating to the Sweepstakes. Odds of winning will depend upon the number of eligible Entries received during the Sweepstakes Period. Prizes will be awarded provided a sufficient number of eligible Entries are received during the Sweepstakes Period. Potential winners will be notified by telephone and/or email within twenty-four (24) hours of random drawing date. Each potential winner will be required by Sponsor to digitally sign a Declaration of Compliance, Liability Waiver and, where lawful, a Publicity Release and upload a copy of his/her passport (valid for a minimum of six (6) months after return date of trip) (collectively, the "**Required Documents**") and securely submit via DocuSign within forty-eight (48) hours of notification. Non-compliance shall result in disqualification and, at Sponsor's sole discretion, award of the prize to an alternate winner in a random drawing from among all remaining eligible Entries received, provided sufficient time remains prior to the prize trip. The Sponsor is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages.

- 6. NOTIFICATIONS/RELEASES: If a potential prize-winning notification letter is returned as undeliverable, a potential winner is ineligible, or a potential winner declines a prize or fails to comply with the Official Rules and/or submit the Required Documents within the designated time period, the prize will be forfeited and may be awarded to an alternate winner in a random drawing from among all remaining eligible Entries received, provided sufficient time remains prior to the prize trip. In the event more prize winner notifications are issued, or more winning claims are received than the number of prizes set forth in these Official Rules due to computer, printing, seeding, human or other error or problem, a random drawing will take place from among all eligible prize claims to award the prizes, as set forth in these Official Rules. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. No more than the number of prizes stated in these Official Rules will be awarded. Sponsor reserves the right to reward fewer than five (5) prizes if it does not receive a sufficient number of eligible and qualified Entries during the Sweepstakes Period. Sponsor is not responsible for fraudulent calls or emails made to entrants not by the Sponsor (or Administrator on Sponsor's behalf). Limit one (1) prize per person and household.
- 7. FIVE (5) PRIZES: Each prize consists of an 8-day/6-night trip (includes two (2) travel days in flight between U.S. and Dubai, United Arab Emirates ("Dubai")) departing on November 22, 2022 and returning on November 29, 2022 for one (1) person (winner only) to Dubai. Prize includes: one (1) General Admission Club ticket to each of the following FIFA World Cup Qatar 2022™ Matches: KOREA vs URUGUAY on November 24, 2022 at Education City Stadium in Al Rayyan, Qatar and KOREA vs GHANA on November 28, 2022 at Education City Stadium in Al Rayyan, Qatar; access to pre-match hospitality; round-trip economy class International air transportation for one (1) person (winner only) from a major U.S. gateway airport nearest the winner's home to Dubai International Airport; transportation to/from Dubai International Airport and hotel in Dubai and scheduled activities, round-trip economy class air transportation between Dubai International Airport and Hamad International Airport in Doha, Qatar for both FIFA World Cup Qatar 2022™ Matches; hotel accommodations including certain meals designated by Sponsor (one (1) standard room, single occupancy); and sponsor-specified group tours in Doha City, Dubai and Abu Dhabi, subject to availability. The approximate retail value ("ARV") of each prize is not to exceed \$8,000. The actual value of each prize may vary depending on itinerary and applicable market fares. Total ARV of all prizes to be awarded in this Sweepstakes: \$40,000. The ARV of the advertised prize 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. In the event the stated ARV of the prize is more than the actual fair market value, the difference will not be awarded in cash or otherwise.

Each prize includes travel insurance. Each winner will be solely responsible for any and all costs and expenses associated with the acceptance and use of the prize, including, but not limited to, any and all air and/or ground transportation not specified as part of the prize, gasoline, tolls, parking, meals and beverages not specified as part of the prize, incidental travel expenses, in-room charges (e.g., mini-bar, room service, laundry service, telephone, internet, and movies), gratuities, travel upgrades, baggage fees, and any other expenses not specified as part of the prize. Each winner will be required to provide a valid major International credit card or some other acceptable form of payment, as determined in the hotel's sole discretion upon hotel check-in and all in-room charges, meals, beverages, hotel upgrades, amenities, personal incidentals and any other expenses charged to the winner's hotel room will be charged to that major valid credit card or deducted from the deposit provided. Travel and all elements of the prizes are subject to terms and conditions set forth in these Official Rules and those set forth by the selected travel providers; other material restrictions may apply. Each winner is solely responsible for any fees or additional charges resulting from change(s) to itinerary or accommodations made by winner. Each winner is solely responsible for obtaining all necessary travel documents (i.e., REAL ID or other TSA-approved ID (visit www.tsa.gov for a list of TSAapproved IDs), passport valid for at least six (6) months after travel is completed, registering for and obtaining a Hayya Card at https://hayya.gatar2022.ga/web/hayya which together along with a passport valid for at least six (6) months after travel is completed and a valid major International credit card serve as a pre-approved entry visa upon arrival in Qatar) as well as all other forms of insurance that they may wish to obtain for the trip (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide any other form of insurance for the trip. Each winner must arrive at the designated U.S. gateway airport in time for the flight. Sponsor shall not be liable for any loss or damage to baggage. Sponsor accepts no responsibility for any additional expenses, omissions, delays, cancellation or unforeseen events related to the flights not covered under Sponsor-provided travel insurance, re-routing or acts of any government or authority. Airline tickets are subject to terms and conditions stated on such tickets and various additional material restrictions may apply. Sponsor will not replace any lost or stolen tickets, Hayya Cards, travel vouchers or similar items once they are in a winner's possession. Sponsor shall not be responsible for any cancellations, delays, diversions or substitutions or any act or omissions whatsoever by hotels or other transportation companies or any other persons providing any of these services and accommodations to passengers including any results thereof such as changes in services or accommodations necessitated by same. If a winner becomes disabled or cannot otherwise fully enjoy the prize due to illness. Sponsor shall have the option, at its sole discretion, of being relieved of liability for fulfillment of the prize award or any part thereof. In the event a FIFA World Cup Qatar 2022[™] Match or other prize event/activity is cancelled or postponed prior to or during a winner's trip for any reason, the cancelled portion of the prize will not be awarded and Sponsor will not provide any compensation or substitution for that portion of the prize and Sponsor's liability for the prize is limited only to the non-event portions of the prize. Tickets to the FIFA World Cup Qatar 2022[™] must be accepted as awarded and are subject to all of the applicable terms and conditions prescribed to such tickets from time to time by FIFA. Such terms and conditions are contained in the Ticket Terms of Use and the Stadium Code of Conduct. By redeeming tickets, each winner is deemed to have accepted all of the applicable terms and conditions. Each winner must comply with all venue, stadium, and event rules and regulations, including any public health restrictions. Failure to do so may result in forfeiture of such portion(s) of prize. Sponsor and FIFA reserve the right to remove or deny entry to a winner who does not comply with any health restrictions imposed by any government, Sponsor, or any venue, stadium or event, engage in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person at any FIFA World Cup Qatar 2022[™] Match or scheduled activity. All travel is subject to any and all advisories, restrictions and/or requirements instituted by the Sponsor, FIFA, the Dubai Health Authority, the State of Qatar Ministry of Public Health, the U.S. Department of Defense, the U.S. Department of Homeland Security, the U.S. Centers of Disease Control

and Prevention, and/or the U.S. Department of Health & Human Services, as required, and having been vaccinated against COVID-19 (with an FDA or WHO-approved vaccine that has also been approved by the Dubai Health Authority and Qatar's Ministry of Public Health, if age-eligible). Travelers may also be required to execute any assumption of risk and/or other documents relating to COVID-19 or he/she may not be permitted to travel or attend any scheduled activities. Each winner should also review any advisories or restrictions that may be in place for travel to Dubai and Doha, Qatar.

No substitution, cash equivalent, or transfer of any prize permitted except at the sole discretion of the Sponsor, who reserves the right to substitute a prize (or portion thereof) with one of equal or greater value, except as otherwise provided herein. Any and all other costs and expenses associated with prize acceptance and use not specifically stated within these Official Rules as being provided, are the sole responsibility of each winner, including, without limitation, all federal, state, and local taxes, and additional features or accessories. Prize details are at Sponsor's sole discretion. If any portion of a prize is unavailable for any reason, including but not limited to, cancellation; delays; changes in stadium capacity; a public health crisis; or any federal, state/provincial and/or local government regulations, orders, or guidelines, Sponsor reserves the right to substitute the prize or portion thereof with one of equal or greater value, and no other additional compensation or substitution will be provided. Unused FIFA tickets cannot be refunded, exchanged or applied towards tickets for any subsequent event or for cash. The resale of FIFA tickets is strictly prohibited. Sponsor reserves the right to conduct a background check and sanctions screening of any and all social and public records of potential winners, including, without limitation, civil and criminal court records and police reports, and entry in the Sweepstakes constitutes entrant's permission for Sponsor to conduct such background check and sanctions screening, provided that, to the extent additional authorization is necessary under law, potential winners shall authorize such checks. Sponsor reserves the right (at its sole discretion) to disqualify a potential winner based on the results of the background check or sanctions screening or failure to properly authorize such checks. A background check of each winner may be required for admission to certain scheduled activities.

- 8. TAXES: Each winner will be required to provide Administrator with his/her social security number for tax purposes. Reporting and payment of any applicable Federal, State and local taxes are the sole responsibility of the individual winners. The Internal Revenue Service requires Form 1099 MISC to be issued and filed for any recipient who receives a prize, if the annual aggregate value of the prize received is \$600 or more. Administrator will issue a Form 1099 MISC to each winner for the fair market value of the prize awarded. Sponsor will not pay for or offset any tax liability associated with a prize.
- 9. GENERAL: Should any portion of the Sweepstakes be, in Sponsor's sole discretion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole discretion of the Sponsor, corrupts or impairs the administration, security, fairness or proper play, or submission of Entries, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and conduct the Sweepstakes in a manner which in its sole discretion is fair, appropriate and consistent with these Official Rules. Prizes are awarded "as-is" and Sponsor has neither made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to prizes. 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 beyond its control, including, but not limited to, fire, flood, natural or man-made epidemic of health or other means, earthquake, inclement weather, explosion, lockout, 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 of 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 or occurrence), the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without notice or further obligation. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disgualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner. Sponsor reserves the right to disgualify or reject any incomplete, inaccurate or false Entry. 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. The Released Parties, as defined below, are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disgualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor, may result in immediate disgualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE. SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. All disputes, issues and questions concerning the Sweepstakes and these Official Rules shall be governed by the laws of the United States and the State of California, without regard to, choice of law principles.

- 10. RELEASE: By participating in this Sweepstakes, entrants agree to release, discharge, defend, indemnify and hold Sponsor, its dealerships and dealership representatives, FIFA, Ten Advertising, Administrator, and each of their respective parent companies, subsidiaries, affiliates, advertising, promotion and production agencies and participating dealerships (collectively, "Released Parties") harmless from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) entrant's participation in the Sweepstakes (including travel to/from any Sweepstakes activity); (ii) any acceptance, possession, misuse or use of any prize (including, without limitation, losses, damages or injuries to entrant's or any other person's equipment or other property, or to their persons, including those arising from any travel to/from any prize event or activity); (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.
- **11. LIMITATIONS OF LIABILITY:** 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 ANY ENTRANT'S ACCESS TO THE SWEEPSTAKES, INCLUDING DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM AND/OR OTHERWISE USING ANY

WEBSITES OR APPLICATIONS ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND THE PRIZE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE 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 ALL ENTRANTS. ENTRANTS SHOULD CHECK THEIR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (C) 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, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

- 12. DISPUTE RESOLUTION: The parties each 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 Orange County, California 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 resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Orange County, California. 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 Orange County, California. 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 small claims court.
- 13. RIGHT OF PUBLICITY RELEASE: By participating in this Sweepstakes, entrants agree to abide by and be bound by these Official Rules, understand that the Sweepstakes results are final in all respects, and agree that the Sponsor and their designees and assigns may use the entrant's name, voice, city/state of residence, photos, video or film clips and/or other visual likeness for advertising and/or trade purposes and/or for any other purpose in any media or format now or hereafter known

without further compensation (financial or otherwise), permission or notification. By accepting a prize, each winner irrevocably grants to Sponsor the right to use his/her name, voice, picture, likeness, hometown and biographical information 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) and agrees to participate in any and all publicity and promotional activities as designated by Sponsor (except where prohibited by law) in connection with this Sweepstakes.

- 14. USE OF INFORMATION: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. For more information about Sponsor's use of personal information, see Sponsor's privacy policy by visiting <u>https://www.hyundaiusa.com/us/en/privacy-policy</u>. Additionally, any communication between entrant and Sponsor or its agencies regarding this Sweepstakes (e.g., phone calls, emails, etc.) may be recorded for quality assurance and training purposes.
- **15. WINNERS LIST:** To obtain a list of winners available for ninety (90) days after September 30, 2022, send an email to <u>Winners@dja.com</u> with WINNER & 01-2516-02 as the subject line. Winners List will be sent after the prizes have been awarded.
- 16. MISCELLANEOUS: The invalidity or unenforceability of any provision of these Official Rules or the Required Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Required Documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion. COVID-19 Acknowledgement: Each winner fully understands that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are or have been present, including without limitation FIFA World Cup Qatar 2022™ Matches; (b) no precautions, including the protocols that will be implemented from time to time by FIFA, the Dubai Health Authority, the State of Qatar Ministry of Public Health, the U.S. Centers of Disease Control and Prevention, and the U.S. Department of Health and Human Services (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and/or underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to guarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition.