

**HYUNDAI MOTOR AMERICA
2023 MID-AUTUMN FESTIVAL SWEEPSTAKES EVENT
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 fifty (50) 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 fifty (50)
United States or the District of Columbia.**

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”).
2. **ELIGIBILITY:** Sweepstakes is only open to legal residents of the fifty (50) United States (the “U.S.”) or the District of Columbia (the “Eligibility Area”), eighteen (18) years or age or older. Employees, officers, directors and agents of Sponsor, its dealerships and dealership personnel, 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 fifty (50) 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 2023 Mid-Autumn Festival Sweepstakes Event (“Sweepstakes”) begins at 12:00:00 AM Pacific Time (“PT”) on September 2, 2023, and ends at 11:59:59 PM PT on September 29, 2023 (“Sweepstakes Period”). Sponsor’s clock is the official time keeping device for the Sweepstakes.
4. **HOW TO ENTER:** During the Sweepstakes Period, visit <https://www.hyundaievents.com/midautumnfestival> and electronically follow the on-screen instructions to submit your official entry form as directed. Entrants will be required to provide their complete name, zip code of residence, daytime telephone number including area code, a valid email address, primary language preference, and an acknowledgement that he/she is 18 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 29, 2023. 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 disqualified 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:** One (1) potential Grand Prize winner, one (1) potential First Prize winner, one (1) potential Second Prize winner, and fifty (50) potential Third Prize winners (hereinafter, each a "**winner**") will be selected on or about October 6, 2023 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. The potential Grand Prize winner and potential First Prize winner will be required by Sponsor to digitally sign a Declaration of Compliance, Liability Waiver and, where lawful, a Publicity Release and securely submit via DocuSign within forty-eight (48) hours of notification and the potential Second Prize winner and the potential Third Prize winners will be required by Sponsor to complete an Eligibility Verification Form via email within forty-eight (48) hours of notification (collectively, the "**Required Documents**"). 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. 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 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. 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 the number of prizes stated 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. **PRIZES AND THEIR ACTUAL RETAIL VALUE ("ARV"):** **One (1) Grand Prize:** Grand Prize consists of one thousand dollars (\$1,000) awarded in the form of a check to winner. ARV of Grand Prize: \$1,000. **One (1) First Prize:** First Prize consists of eight hundred dollars (\$800) awarded in the form of a check to winner. ARV of First Prize: \$800. **One (1) Second Prize:** Second Prize consists of five hundred dollars (\$500) awarded in the form of a check to winner. ARV of Second Prize: \$500. **Fifty (50) Third Prizes:** Each Third Prize consists of one (1) \$25 Amazon.com Gift Card (restrictions apply; subject to terms and conditions at amazon.com/gc-legal; awarded electronically via email). ARV of each Third Prize: \$25. **Total ARV of all prizes to be awarded in this Sweepstakes: \$3,550.** The ARV of the advertised prizes set forth above represents Sponsor's good faith determination of the actual fair market value and, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. 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. Sponsor shall not be responsible for a lost, stolen or misplaced gift card, or for any unused balance remaining on a gift card. 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 with one of equal or greater value. Any and all 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. Prize details are at Sponsor's sole discretion.
8. **TAXES: The potential Grand Prize winner and potential First Prize 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 these 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. 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 disqualify 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 disqualify 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 disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification 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, 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; (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); (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 and city/state of residence 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 and city/state of residents 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 <https://www.hyundaiusa.com/us/en/privacy-policy>. 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, send a stamped, self-addressed envelope to Hyundai Motor America 2023 Mid-Autumn Festival Sweepstakes Event, c/o Ten Advertising, 222 Pacific Cost Hwy., 10th Fl., El Segundo, CA 90245 to be received by October 31, 2023. 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.