GMC EPIC PRO SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING A PRIZE DEPENDENT UPON THE NUMBER OF VALID ENTRIES RECEIVED. VOID WHERE PROHIBITED BY LAW.

BY ENTERING THE PROMOTION, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE PROMOTION ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

DESCRIPTION: The GMC Epic Pro Sweepstakes (the "Promotion") begins at 12:00 AM Eastern Time ("ET") on 11/21/19 and ends at 11:59 PM ET on 3/2/20 ("Promotion Period").

SPONSOR/ADMINISTRATOR: Promotion is Sponsored by General Motors, LLC., 100 Renaissance Center, Detroit, MI 48243 ("Sponsor") and administered by Exposure Marketing & Promotion, Inc., 7111 Dixie Hwy, Suite 150, Clarkston, MI 48346 ("Administrator").

ELIGIBILITY: The Promotion is open to legal resident of the United States and D.C. who are twenty-one (21) years of age or older with a valid driver's license at the time of entry ("Entrant"). Employees, directors and officers of Sponsor, Vail Valley Foundation, Vail Resorts Retail, Jack Morton Worldwide and their respective parent companies, subsidiaries and affiliates, distributors, dealerships and companies involved in the implementation and execution of the Promotion (collectively the "Promotion Entities") and their immediate families (spouses and siblings, parents and children and their spouses) and household members are not eligible. Promotion is void in Puerto Rico, and other US Commonwealths, Territories and jurisdictions (including overseas military installations) and where prohibited. For the avoidance of doubt, the Promotion Entities, with the exception of General Motors, LLC, are not Sponsors of this Promotion.

AGREEMENT TO THE OFFICIAL RULES: By participating in the Promotion, each participant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.

HOW TO ENTER: There are two (2) ways to enter the Promotion –

<u>ONLINE VIA WEBSITE</u>- Visit www.epicprosweeps.com (the "Website") during the Promotion Period, complete the online entry form with the requested information and submit as directed ("Online Entry"). ALL ONLINE ENTRIES MUST BE SUBMITTED BY 11:59 PM ET on 3/2/20.

<u>AT AN EVENT</u> – Promotion Entry will be made available at Sponsor-selected event locations (an "Event" or the "Events") throughout the Promotion Period. To receive one (1) Promotion Entry, Event attendees must complete an official entry form by providing all requested information via handheld computer device or ballot, available while supplies last, at an Event during the posted hours of operation of that Event ("Event Entry"). ALL EVENT ENTRIES MUST BE RECEIVED BY THE POSTED CLOSING TIME OF EACH EVENT.

LIMIT: One (1) Entry per person or email address, regardless of method of Entry. In the event more than one (1) Entry is received from any one person or email address, the first Entry processed will be considered the only valid Entry received. In the event of a dispute, online Entries will be deemed made by the authorized account holder of the email address submitted at the time of Entry. The authorized account holder is the natural person who is assigned to the email address by an internet access provider, online service provider, or other organization that is responsible for assigning email addresses or the domain associated with the submitted email address. Any potential winner may be required to show proof of being the authorized account holder. Any attempt by any participant to obtain more than the stated number of Entries by using multiple/different identities, registrations or any other methods will void that participant's Entries and that participant may be disqualified. Proof of sending (such as a link to the Entry form via a reply message) does not constitute proof of actual receipt by Administrator of an Entry for purposes of this Promotion. Sponsor and Administrator are not responsible for lost, late, incomplete, invalid, stolen, corrupted, unintelligible or misdirected entries, which will be disqualified. Sponsor/Administrator will not accept submissions from wireless domains, blacklist domains, or any email address Sponsor/Administrator deems to be potentially harmful to the Website. Use of any automated system to participate is prohibited and will result in disgualification.

PROMOTION WINNER SELECTION: The potential prize winners will be selected in a random drawing conducted on or about 3/3/20 from among all eligible Entries received. Odds of winning a Prize depends on the number of eligible Entries received. Drawing will be conducted by Administrator, an independent judging organization. Potential prize winners will be contacted by email and/or telephone and may be required to (if requested) complete and return an Affidavit of Eligibility and Liability Release and except where prohibited by law, a Publicity Release Form ("Affidavit/Release") within five days of receipt. If the prize notification is rejected, returned, or deemed undeliverable or a potential winner fails to execute and return the Affidavit/Release within the specified time or if he/she is otherwise ineligible to receive the prize, that potential winner will be deemed ineligible and the prize will be forfeited and awarded to an alternate as solely determined by Sponsor/Administrator. In the event that any potential Prize winner is disqualified for any reason, an alternate winner will be selected who, if selected, would be required to comply with the verification process as defined above.

PRIZES / APPROXIMATE RETAIL VALUE (ARV): The following prizes will be awarded -

• One (1) Grand Prize (ARV \$8,500):

Prize consists of (3) Night Stay at Vail Resort Property from provided list (see below); (2) Daily Gondola passes/lift tickets during stay; (2) Epic Passes for 2020-2021 Ski Season; (1) \$1,000 Vail Resorts Retail Gift Card; (1) \$1,000 AMEX Gift Card; (1) \$500 Hertz GMC Car Rental Voucher; (1) \$800 Helly Hansen Gift Certificate; and (1) \$400 Oakley Gift Card (Total ARV \$8,500).

• Five (5) Second Prizes (ARV \$2,150/each):

Each prize consists of (2) Epic Passes for 2020-2021 season; (2) GMC Yeti Ramblers; and (2) GMC Winter Hats.

• Twenty-Five (25) Third Prizes (ARV \$65/each):

Each prize consists of (1) \$50 Vail Resorts Retail Gift Card; and (1) GMC Winter Hat.

Total ARV of all prizes \$20,875. Prizes may not be transferred or assigned. If any element of prize is declined by winner for any reason, no alternative prize or compensation will be offered. No cash or other substitution may be made, except by the Sponsor, who reserves the right to substitute a prize in whole or in part with another prize/prize element of comparable or greater value if the intended prize/prize element is not available for any reason as determined by the Sponsor in its sole

discretion. (The preceding excludes any applicable law that allows for the holder to redeem a gift card/gift certificate for its cash value.)

Epic Passes subject to terms, restrictions and conditions located at www.vail.com/Plan-Your-Trip/Lift-Access/Passes/Epic-Pass.aspx. As Epic Passes are valid for the 2020-2021 winter season, they will not be awarded to Grand Prize and First Prize winners until Summer or Fall 2020, depending on availability. All Gift Cards, Vouchers and Gift Certificates subject to terms and conditions of Issuer. Specifically, Vail Resorts Retail Gift Cards are redeemable at any shop at a Vail Resort Retail (but not on-line) and are subject to terms and conditions of use of Vail Resorts Retail, which are provided therewith or indicated thereon; such terms/conditions may include expiration date as permitted by law.

GENERAL PRIZE RESTRICTIONS: All Prizes: Limit of one (1) prize per family, household or address. Winners will be responsible for all taxes (federal, state, local and/or income) and all expenses not listed related to acceptance and use of prize, including but not limited to travel, equipment, accommodations, meals, etc. when utilizing the Epic Passes. In addition, Grand and First Prize winners will be required to provide, to Administrator, his/her Social Security number or tax ID for tax reporting purposes on any prize valued over \$600. Administrator will file an IRS Form 1099 with the Internal Revenue Service reflecting the Grand or First Prize value, as applicable. In the event that the actual value of any prize is less than its stated ARV, the respective winner(s) will not receive the difference in value. Grand Prize: Hotel stay valid at winner's choice of any one (1) of the following Vail Resort Properties (as approved by Sponsor and The Vail Corporation) - Keystone Lodge & Spa (CO); One Ski Hill Place (CO); Doubletree by Hilton Breckenridge (CO); Vail Marriott Mountain Resort (CO); The Lodge at Vail (CO); The Arrabelle at Vail Square (CO); The Pines Lodge (CO); Zalanta Resort at the Village (CA); Lakeland Village at Heavenly (CA); Grand Summit Hotel (UT); Doubletree by Hilton Park City (UT). Stay consists of standard, double occupancy accommodations, valued at up to \$1,000 per night. All three (3) nights of hotel stay must be taken together at a single hotel property; hotel stay must be completed by 7/31/20. Winner must give Sponsor/Administrator at least (30) days' advanced notice of desired dates of hotel stay, with the understanding that dates of hotel stay are subject to availability, blackout dates and other restrictions. Winner may not receive his/her first choice of hotel property and/or hotel stay dates. Guest of Winner will be required to sign liability release and where permitted by law a publicity release ("Release") prior to issuance of travel documents. If guest is a minor in his/her jurisdiction of residence, the guest's parent/legal guardian must sign the Release on his/her behalf and the Winner must be the guest's parent or legal guardian. Winner and guest (if a minor, guest's parent or legal guardian on the minor's behalf) agree to conduct themselves at all times in a socially responsible, appropriate and well-behaved manner, as well as following all instructions of applicable hotel property, with the understanding that failure to do so may result in immediate termination of hotel stay (perhaps without warning) for winner and/or guest (as appropriate) and perhaps the imposition of other legal sanctions by Sponsor, The Vail Corporation and Administrator. If winner accepts hotel stay without a guest, accommodations at hotel property will be modified accordingly and no additional compensation will be awarded. Winner and guest will not receive bonus miles, rewards points or other "perks" in conjunction with prize award. First Prize: Color, size and style of Rambler and Winter Hat are subject to availability. Second Prize: Color, size and style of Winter Hat are subject to availability.

PUBLICITY GRANT: Subject to applicable law, winner irrevocably grant the Promotion Entities and each of their licensees, and its and their successors, assigns and sub-licensees the right and permission to use their name, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with the Promotion, in all forms of media and in all manners (now and hereafter known), and on and in connection with related products, services, advertising and promotional materials (now known or hereafter developed), worldwide, in perpetuity, without any compensation, obligation, notice or consideration except for the awarding of the prize to the winner

WAIVERS, DISCLAIMERS AND RELEASES: By participating, Entrants release Promotion Entities, their respective directors, officers, agents and employees from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of any prize/prize element; and (b) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, but not limited to the prize quality or availability. None of the Promotion Entities have obtained any insurance on winner or guest's behalf relative to his/her utilization of the Epic Passes; and, should winner/guest desire such insurance, winner/guest must purchase same at his/her sole expense. Neither Promotion Entities nor any service providers are responsible for incorrect or inaccurate transcription of Entry information, or for any human or other error, technical malfunctions, lost/delayed data or voice transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any online service or Website or to complete a telephone call or facsimile transaction, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage to participant's or any other person's computer related to or resulting from participation in this Promotion. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE, TAMPER WITH THE ENTRY PROCESS, OR OTHERWISE UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW. The preceding expressly includes but is not limited to an entrant or other individual acting in an inappropriate, belligerent or anti-social manner at any Event; e.g., harassing or verbally abusing Sponsor representatives or other persons. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Promotion is not capable of being executed as planned, or infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures or any other causes which in the opinion of Administrator and/or Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Administrator reserves the right at its sole discretion to disgualify any suspect Entry or Entrant and to cancel, terminate, modify or suspend the Promotion. In the event of any cancellation, termination or suspension, notice thereof will be posted at www.epicprosweeps.com and at affected Events (to the extent feasible) and the determination of the Prize Winners will be made, from among all eligible, non-suspect Entries received as of the date of the termination, cancellation or suspension, as Administrator determines in its sole discretion. Entries not complying with all rules are subject to disqualification.

GOVERNING LAW/JURISDICTION/DISPUTE RESOLUTION: Entrants agree that (a) any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan or the appropriate Michigan State Court located in Oakland County, Michigan; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will Entrant be permitted to obtain awards for, and Entrant hereby waives all rights to, claim punitive, incidental and consequential damages and any other damages, other than out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of State of Michigan,

without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Michigan.

ENTRANT'S PERSONAL INFORMATION: Entrants' personal information will be utilized by the Sponsor for administration of the Promotion, fulfillment of Promotion Prizes and to comply with legal requirements. Information collected from Entrants is subject to Sponsor's Privacy Statement located at www.gm.com/privacy-statement.html. By entering the Promotion, you expressly agree to the terms of the Privacy Statement.

WINNERS: To receive Promotion results (winners list), go to <u>www.promodetails.com</u> and enter the promo code "GMCEpicPro". Results will be available after 4/15/20.

ABBREVIATED RULES (FOR PRINT MEDIA)

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. MUST BE A FARM BUREAU MEMBER AS OF 11/1/18 AND A LEGAL RESIDENT OF U.S. OR D.C., 21 YEARS OR OLDER WITH VALID DRIVER'S LICENSE TO ENTER. ADDITIONAL RESTRICTIONS MAY APPLY. Void where prohibited. Promotion ends 3/2/20. For entry and official rules with complete eligibility, prize description and other details, visit <u>www.epicprosweeps.com</u>. Sponsored by General Motors, LLC, 100 Renaissance Center, Detroit, MI 48243.

ABBREVIATED RULES (FOR BROADCAST MEDIA)

No purchase necessary. Void where prohibited. Must a legal resident of US, 21 years of age or older to enter. Promotion ends 3/2/20. For Official Rules with prize, entry, odds and eligibility details, go to www.epicprosweeps.com. Sponsor: General Motors, LLC.

ABBREVIATED RULES for online Ads – Banner

NO PURCHASE NECESSARY. Promotion ends 3/2/20. Click here for details.