DETAILS AND OFFICIAL RULES

NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED BY LAW.

Start Date: 4/1/2023 12:00 AM (GMT-05:00) Eastern Time (US & Canada)

Deadline to Enter: 12/31/2023 11:59 PM (GMT-05:00) Eastern Time (US & Canada)

Winner Announced: on or about 01/08/2024

Approximate Retail Value ("ARV") of Prize: \$121,900

Sponsor: AUDI CAR CLUB OF NORTH AMERICA INC., P.O. Box 948, Hershey, PA 17033 USA

Administrator: <u>RallyUp.com</u>, Inc.

WHO'S ELIGIBLE: The Audi Club North America (ACNA) RS 6 Avant or e-tron GT Sweepstakes (the "Sweepstakes") is open to legal residents of the United States and Canada (**Quebec residents not eligible**) who are 18 (except 19 in Alabama and Nebraska and 21 in Mississippi) years of age as of the date of entry. Canadian winners will be required to correctly answer a mathematical skill testing question as a condition of receiving a prize. Entrants must be physically located in the United States or Canada (**entries prohibited in Quebec**). By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these terms (the "**Sweepstakes Terms**") and the <u>RallyUp rules</u> (the "**RallyUp Rules**" and collectively with the Sweepstakes Terms, the "**Official Rules**") and the decisions of Sponsor, which shall be final and binding in all respects.

"Sponsor" -officers, directors, employees, contractors and national board members are not eligible to participate in the Sweepstakes. In addition, persons residing at their same address and immediate family members (spouse, parents, siblings, children) of those excluded persons are also not eligible to participate in the sweepstakes. The Sweepstakes begins on April 1, 2023 at 12:01 a.m. ET and will conclude on December 31, 2023 at 11:59 p.m. ET (the "**Sweepstakes Period**"). Void in Province of Quebec and where prohibited by law.

All international, federal, state, provincial, and local laws, rules and regulations apply. Void where prohibited by law.

Participants are responsible for reviewing specific restrictions on sweepstakes entry and/or eligibility to receive a sweepstakes prize in their country of residence. Some countries may allow you to enter a sweepstakes but not allow you to receive a prize.

Directors, officers, and employees of Sponsor and their respective parents, affiliate companies, subsidiaries, agents, advertising, fulfillment, marketing and promotion agencies and anyone involved in the development or execution of the Sweepstakes, as well as their immediate family members (spouse, parents, siblings, and children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related, are not eligible to participate in the Sweepstakes.

HOW TO ENTER: Visit https://go.rallyup.com/audiclubiceorev sweepstakes to utilize any method of entry. Receive entries for donations or via the alternate method of entry at the link below for free. <u>https://go.rallyup.com/d08bb2/mailentryrequest</u> SELECTION PROCESS: Conditional Winner(s) will be chosen through a random selection process by RallyUp or its representative. Odds of winning depend on the number of tickets held. A verification process will take place during which conditional Winner(s) will be required to sign paperwork reconfirming their eligibility and ability to participate.

ABRITRATION PROVISION: By participating in this Sweepstakes, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Sponsor relating to, arising out of or connected in any way with (a) the Sweepstakes, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Wilmington, Delaware; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Sweepstakes; (v) the arbitrator shall apply Delaware law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

PLANNED PRIZE DETAILS:

One (1) Winner(s) will choose one vehicle from two choices: (a) 2024 Audi RS 6 Avant base model, (Approximate Retail Value ("ARV") US \$121,900) or (b) 2024 e-tron GT Prestige including Metallic Paint, 21-inch wheels and Performance Package (Approximate Retail Value ("ARV") US \$121,290). Photos may show options not available in North America or optional equipment available at extra cost to the winner.

Cash Alternative: If Sponsor determines at its sole determination that it cannot timely deliver the Planned Prize to Winner, for any reason, including without limitation due to legal restrictions, Planned Prize Unavailability, a force majure event, damage, or any other reason, the Winner may elect to take a cash alternative of US \$90,0000 ("Cash Alternative" and, together with the Planned Prize, each a "Prize") to be used solely in connection with and toward the purchase of another new or used Audi vehicle from an Audi dealership approved in its sole determination by Sponsor. No additional prizes or compensation of any kind will be provided if the Cash Alternative is awarded.

Costs: Winner is solely responsible for all taxes, costs, and fees associated with Prize receipt, delivery, ownership, registration, and/or use.

Receipt of Prize: To be able to accept the Prize, Winner must (a) have a valid driver's license, (b) proof of vehicle insurance, (c) accurately complete and timely return all documentation required by Sponsor or RallyUp, (d) and take delivery of the Prize at a location and time of Sponsor's sole choice.

Disclaimer of Warranty: For any Prize vehicle, such vehicle is awarded as is, and neither Sponsor, its partners and sponsors, nor the vehicle manufacturer has made nor is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or law, relative to the Prize vehicle, including but not limited to its quality, mechanical condition or fitness. Notwithstanding the foregoing, the Prize vehicle may include the manufacturer's standard vehicle limited warranty, if in effect.

RallyUp rules: https://rallyup.com/sweepstakes-official-rules/