# Continental Tire x Elite Club National League (ECNL) Sweepstakes

## **OFFICIAL RULES**

NO PURCHASE, PAYMENT, PROOF OF PURCHASE OR ENTRY FEE OF ANY KIND IS NECESSARY TO ENTER, AND ENTRY TO THE SWEEPSTAKES IS FREE. A PURCHASE WILL NOT IMPROVE YOUR CHANCES TO WIN. ENTRY OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES AND DISTRICT OF COLUMBIA WHO ARE 18 YEARS OF AGE OR OLDER ON DATE OF ENTRY (19 YEARS OLD IF A RESIDENT OF AL OR NE; 21 YEARS OLD IF A RESIDENT OF MS). VOID IN FLORIDA, NEW YORK,RHODE ISLAND, PUERTO RICO, ALL US TERRITORIES AND POSSESSIONS, AND WHEREVER ELSE PROHIBITED BY LAW.

- 1) SWEEPSTAKES TIMING: The Continental Tire x ECNL Sweepstakes (the "Sweepstakes") starts 6/1/2024 at 7:00 AM Eastern Standard Time (EST) and ends 6/30/2024 at 11:59:59 PM EST (the "Sweepstakes Entry Period"). Sponsor's computer is the official timekeeper for this Sweepstakes.
- 2) ELIGIBILITY: This Sweepstakes is offered and open only to persons legally residing in the United States or District of Columbia who are at least eighteen (18) years of age on the date of entry in this Sweepstakes. Officers, directors and employees of Continental Tire of the Americas, LLC ("Sponsor") and its parent, subsidiary and affiliated companies, distributors, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Sweepstakes (collectively, the "Sweepstakes Entities") and the immediate family members (parent, child, sibling, IRS dependent and spouse of each) of and/or persons living in the same household as such individuals (whether related or not) are not eligible to participate. This Sweepstakes is void in Florida, New York, Rhode Island, Puerto Rico, all other U.S. territories and possessions, and wherever else prohibited by law. U.S. law governs this Sweepstakes.

## 3) HOW TO ENTER:

**Microsite Method:** During the Sweepstakes Entry Period, participants may enter directly through the domain <a href="https://continentaltire.votigo.com/ECNLSweepstakes">https://continentaltire.votigo.com/ECNLSweepstakes</a>. Once a participant submits his/her information, the participant is entered in to win the overall Grand Prize and/or a receive a Basic Prize (collectively "Prizes"). All terms and conditions of Votigo apply.

By submitting information on the microsite, entrant agrees to the terms of use and privacy notice found at said website. Normal time, toll, connection and usage rates, if any, charged by your Internet service provider may apply. By successfully transmitting your entry as directed, you will receive one (1) entry into the Sweepstakes. If an entrant uses multiple accounts or usernames for any of the three entry methods noted below to submit more than one entry during the Sweepstakes Period, he/she will be disqualified.

No purchase, entry fee, payment, or proof-of-purchase is necessary to participate. There is a limit of one (1) entry per entrant and entrant must abide by these Official Rules to be eligible. Entries that do not comply with these Official Rules will be disqualified, at Sponsor's sole discretion. No correspondence regarding entries will be entered into with entrants. Entries received that are illegible, incorrect, incomplete, late, undecipherable, postage due or are not submitted by method

outlined above will be disqualified. Sponsor is not responsible for entries received that are unintelligible, incomplete, misdirected, received in a damaged or corrupted file, lost or late, all of which will be disqualified. Proof of transmission (such as a "confirming" message) of the Sweepstakes entry does not constitute proof of submission/delivery. All entries must be submitted according to these Official Rules no later than 11:59:59 PM EST on the final day of the contest, 6/30/2024. By entering in the Sweepstakes, all entrants agree to abide by these Official Rules, which are final and binding on all matters pertaining to this Sweepstakes. Each entry registration submitted must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified.

Any individual who attempts to enter, or in the sole discretion of Sponsor is suspected of submitting entries in excess of the disclosed maximum, by any means, including but not limited to establishing multiple accounts, will be disqualified from participation in this Sweepstakes. In the event of a dispute over the identity of any potential winner, the entry will be declared made by the authorized account holder of the Twitter or Instagram account submitted at the time of entry, and potential winner may be required to provide identification sufficient to show that he/she is the authorized account holder of such accounts. The authorized account holder is deemed as the natural person assigned by an Internet access provider, service provider, or other organization responsible for assigning Twitter and Instagram accounts. It is the sole responsibility of the entrant to notify the Sponsor in writing if the entrant changes his or her email address during the Sweepstakes Period. Proof of accessing the Continental Tire Sweepstakes entry pages via Twitter or Instagram does not constitute proof of delivery to serve as a Sweepstakes entry.

At the time of entry, Entrants will have the opportunity to opt-in to receive further communications from the Sponsor. Entrants are not required to opt-in, and opting in will not increase your ability of winning. If an Entrant chooses to opt-in, the Entrant thereby grants the Sponsor permission to send him/her future communications regarding services, incentives, offers, promotions, or other messaging related to the Sponsor's services and products. Any information collected from the Sweepstakes shall be used only in a manner consistent with the consent given by the Entrants at the time of entry, with these Official Rules, and with the Sponsor's Privacy Policy found at: <a href="https://generaltire.com/privacy">https://generaltire.com/privacy</a>

**4) EVENT DRAWING:** There will be a random drawing that will occur on the Event date listed below ("Event Drawing"). The random drawing will be conducted by Votigo, Inc., the contesting platform utilized, whose decisions on all matters related to the Sweepstakes drawing shall be final and binding. The Sweepstakes Grand Prize Winner will be selected by random drawing from all eligible entries received. To be eligible to win, the Sweepstakes entry must be successfully submitted before 11:59:59 PM EST on the date of the applicable Event listed below. Event date is scheduled to be as follows, subject to change:

#### "EVENT"

• 6/30/2024

A participant selected as a potential Sweepstakes winner must comply with all terms and conditions set forth in these Official Rules, and winning is contingent upon fulfilling all such requirements. Odds of winning depend on the total number of eligible entries received.

**5) NOTIFICATION OF WINNERS:** Potential Basic Prize Winners and Grand Prize Winner (collectively "Winner(s)") are subject to eligibility verification and compliance with these Official

Rules. Votigo, Inc. will attempt to notify the potential Winners via email/phone number provided at time of entry. Each potential Winner will be required to complete, notarize and return an Affidavit of Eligibility, Liability/Travel Release and where lawful, a Publicity Release along with the IRS Form W-9 (collectively, the "Release Forms") within seven (7) days of notification of winning the Basic Prize and/or the Grand Prize. Failure to return Release Forms timely, or if Prize notification is returned as non-deliverable, or if Winner is found not to be eligible or not in compliance with these Official Rules, may result in disqualification with an alternate Basic Prize Winner and/or Grand Prize Winner selected in accordance with these Official Rules. As required by law, for any prize over \$600, the Winner is required to furnish his or her social security number that will be used only for the purpose of reporting the Winner's prize earnings to the Internal Revenue Service.

Grand Prize Winner's travel companions must complete, notarize and return a Travel Companion Liability Release, and where lawful, a Travel Companion Publicity Release (collectively, the "Travel Companion Release Forms") prior to issuance of travel documents. Failure to return Travel Companion Release Forms at the same time as the Potential Grand Prize Winner's Release Forms may prevent your travel companion from participating in the trip. If the guest(s) of the Grand Prize Winner is a minor, that guest must be accompanied by a parent or legal guardian (who must be the Grand Prize Winner) and such parent or legal guardian will be required to execute and return such release prior to ticketing.

Failure to complete and return the documents in the time noted or if prize notification is undeliverable will result in disqualification, and an alternate winner will be selected and notified. Upon disqualification, no compensation will be awarded. If a potential Winner is a minor under the law of his/her jurisdiction of residence (residents of Nebraska and Alabama must be 19 years of age or older, and residents of Mississippi must be at least 21) at the time of entry, his or her respective parent or guardian may be required to execute an Affidavit acknowledging, confirming and consenting to the Liability Release and where legal, a Publicity Consent document, as well as being responsible for all financial obligations, as noted below, in order to accept the Prize on behalf of the Winner. If parent or guardian is unavailable to execute this document, the Winner will not receive the prize.

## 6) PRIZES:

The first two thousand five hundred (2,500) entrants will each win one (1) Basic Prize and will be notified by 7/14/24. One (1) Grand Prize Winner will be come from the Event Drawing on 7/1/2024. The total of all the Prizes to be awarded have a combined Approximate Retail Value ("ARV") of \$12,000.

#### **Basic Prize:**

The first two thousand five hundred (2,500) entrants will receive one (1) of the following:

Co-Branded ECNL and Continental Tire Mini-Scarf (ARV is \$2.95)

Any difference between actual value of Basic Prize and ARV stated herein will not be awarded.

The Basic Prize Winner shall bear all risk of loss or damage to the mini-scraf, as noted above, after it has been delivered. Unclaimed mini-scarf cannot be refunded, exchanged for cash value or substitute apparel. No responsibility is assumed by Sweepstakes Entities for any undeliverable or delayed shipments of the Basic Prize, any unused or postponed tire installment, or for any

unused gift card amount of the Basic Prize. All prize details are at the sole discretion of the Sponsor.

#### **Grand Prize:**

One (1) Grand Prize Winner be randomly selected at the Event Drawing.

The Grand Prize will consist of a full expensed fly away trip to the MLS All-Star Game in Columbus, Ohio from July 15-18, 2024, which includes:

- Round-trip coach air transportation for Winner and up to three (3) guests from major U.S. gateway airport closet to Winner's residence (transportation to and from Winner's closest airport is not included), to Columbus.
- Hotel accommodations for three (3) nights (one (1) room for up to four (4) people (Winner and up to three (3) guests))
- \$1,000 Visa Gift Card for transportation and spending money while in Columbus
- Tickets for Winner and up to three (3) guests to the MLS All-Star Game at Lower.com Field on July 24, 2024
- Voucher redeemable for a one (1) set of four (4) Continental Tires of his/her choosing, up to a value of \$1,200

ARV value of the Grand Prize package is \$5,000.

Any difference between actual value of Grand Prize and ARV stated herein will not be awarded. The Winner shall bear all risk of loss or damage to their airline tickets as part of the Grand Prize package, as noted above, after it has been delivered.

Actual value of trip may vary based on point of departure and actual dates of travel. Certain travel restrictions may apply. If the Grand Prize Winner resides within a 200mile radius of Columbus, Ohio, ground transportation may be provided in lieu of air transportation and no compensation or substitution will be provided for difference in prize value. Grand Prize Winner and guests will be required to travel together on the same itinerary. Grand Prize Winner and guests must be available to travel on dates specified and travel arrangements must be made through the travel agent. The travel agent will determine the airline and flight itinerary in its sole discretion. Any changes made to trip itinerary after the trip is booked will be at the expense of the Grand Prize Winner. No refund or compensation will be made in the event of any expenses incurred by Grand Prize Winner (such as hotel accommodations, meals, ground transportation) as a result of the cancellation or delay of any flight except at the sole discretion of the Sponsor. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Sweepstakes, and those set forth by the travel agent's airline carrier of choice as detailed in the passenger ticket contract. The Grand Prize Winner and his/her guests are responsible for providing government issued photo identification in order to travel by air as well as travel insurance (and all other forms of insurance) that they may wish to obtain (at their own expense) and hereby acknowledge that the Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. The Sponsor, and/or any other relevant party, reserve the right to remove or to deny entry to Grand Prize Winner and/or guests who engages in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person at the stadium or at the hotel. Sponsor makes no representations of any kind concerning the appearance, safety, or performance of any part of the Grand Prize. Meals, ground transportation, gratuities and all other costs and expenses not specified herein, if any, are the responsibility of the Grand Prize Winner. All prize details are at the sole discretion of the Sponsor.

The Grand Prize Winner shall bear all risk of loss or damage to either: (i) the set of tires included as part of the Prize package, as noted above, after it has been installed onto his/her vehicle; (ii) the Visa gift card included as part of the Prize package, as noted above, after it has been delivered; or (iii) the tickets included as part of the Prize package, as noted above, after it has been delivered. Unclaimed tire voucher cannot be refunded or exchanged for cash value or applied towards future tire set purchases after [9/1/2024]. Unclaimed Visa card or tickets cannot be refunded, exchanged for cash value or substitute apparel. No responsibility is assumed by Sweepstakes Entities for any undeliverable or delayed shipments of the Grand Prize, any unused or postponed tire installment, or for any unused gift card amount of the Grand Prize. All prize details are at the sole discretion of the Sponsor.

- 7) PRIZE RESTRICTIONS: Prizes are non-transferable, non-assignable and substitution will not be allowed, except as expressly provided in these Official Rules or otherwise at the sole discretion of the Sponsor, who reserves the right to substitute Prizes with one of equal or greater approximate value or comparable use should the advertised Prize become unavailable for any reason (except as already clarified herein). The Prizes cannot be redeemed for cash in whole or in part, sold, transferred or sub-leased to any other person before delivery. Winner will be responsible for all taxes, income taxes and/or sales taxes (federal, state and local) and all other expenses not specifically mentioned here related to acceptance and use of the Prizes. A 1099 Miscellaneous Tax Form will be issued to the winner for the actual value of the Prizes for the 2024 tax year. Any photographs of the Grand Prize package in promotional materials are for illustrative purposes only. Actual details and components of the Prizes awarded may differ from the Prize being advertised. Federal, state, and local taxes, and any expenses relating to the acceptance and use of the Prize not otherwise specified herein, are the responsibility of the Prize Winner.
- 8) CONDUCT: This Sweepstakes is subject to all federal, state and local laws/regulations. By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of Sponsor and/or the judges that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes: or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE. SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT OR ANY OTHER PROVISION.
- 9) LIMITATIONS OF LIABILITY: Sweepstakes Entities, assume no responsibility or liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d)

inaccessibility or unavailability of the Internet or any combination thereof, or; (e) any injury or damage to participant's or to any other person's electronic device which may be related to or resulting from any attempt to participate in the Sweepstakes or download any materials in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include without limitation, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part, and award the prize in a random drawing among all non-suspect eligible entries received as of the termination date. The Sponsor will not be responsible for acts of God, dangerous weather conditions, acts of terrorism, civil disturbances, work stoppage, epidemics, pandemics, or any other matters beyond the Sponsor's reasonable control (each a "Force Majeure" event) that may cause the cancellation or postponement of the Sweepstakes.

10) ENTRANT RELEASES: All entrants, as a condition of entry into the Sweepstakes, agree to release officers, directors and employees of Continental Tire the Americas, LLC and its parent, subsidiary and affiliated companies, distributors, suppliers, printers, application developers, advertising, promotional and judging agencies or other persons engaged in the development, production or distribution of materials for this Sweepstakes, from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with accessing the Sweepstakes page; submitting an entry or otherwise participating in any aspect of the Sweepstakes; the receipt, ownership, use, misuse or non-use of the Prizes awarded; preparing for, participating in or traveling to and/or from any prize-related activity, or any human, typographical or other inadvertent error in these Official Rules or the announcement of offering of Prizes. Sponsor makes no representations or warranties of any kind concerning the appearance, safety, or performance of Prizes. Except for residents of Tennessee and wherever else prohibited by law, the Winner grants to Sponsor the right to print, publish, broadcast and use the winner's name, city, state, biographical information, voice, photograph or other likeness and statements related to prize acceptance/use, for public relations/promotional/media events about the Sweepstakes along with any other related advertising purposes, as may be determined by Sponsor, in any media now known or hereafter developed, in perpetuity, including but not limited to social media and the World Wide Web, without compensation unless prohibited by law. Acceptance of a Prize irrevocably grants to Sweepstakes Entities the right to use any recordings/photographs/videos resulting from these public relations/promotional/media events. The rights hereby granted to Sweepstakes Entities include the perpetual, exclusive and unencumbered right to use, not use, edit, reproduce, publicly and privately display, create derivative works based upon, distribute, telecast, publish, promote, market, and otherwise exhibit the videos/photographs worldwide, at discretion of Sweepstakes Entities, without approval of winner.

In the event there is a discrepancy or inconsistency between statements contained in any Sweepstakes-related materials, and terms and conditions stated in the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

11) DISPUTES: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for South Carolina or the appropriate South Carolina State Courts located in South Carolina; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (iii) under no

circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and/or consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of South Carolina.

- **12) SPONSOR**: Continental Tire the Americas, LLC, 1830 MacMillan Park Drive, Fort Mill, SC 29707.
- **13) WINNERS:** To obtain the name of the winners, send a self-addressed, stamped envelope to: Continental Tire ECNL Sweepstakes Winner c/o rEvolution, ATTN: Colleen Cooney, 210 N. Carpenter Street, 9<sup>th</sup> Floor, Chicago, IL. Requests for the name of the winner must be received no later than 7/30/2024.
- **14) OFFICIAL RULES**: Please visit <a href="https://continentaltire.votigo.com/ECNLSweepstakes-rules">https://continentaltire.votigo.com/ECNLSweepstakes-rules</a> for a copy of the full official Sweepstakes rules.