

Innovate the NADA Show Contest

OFFICIAL CONTEST RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN

BY PARTICIPATING IN THE INNOVATE THE NATIONAL AUTOMOBILE DEALERS ASSOCIATION (“NADA”) SHOW CONTEST (the “CONTEST”), CONTEST PARTICIPANTS (“PARTICIPANT(S)”) AGREE TO BE BOUND BY THESE OFFICIAL RULES AND TO NADA’S DECISIONS REGARDING THE CONTEST, WHICH ARE FINAL AND BINDING ON ALL MATTERS RELATING TO THE CONTEST. THIS CONTEST IS NOT A SWEEPSTAKES. PRIZES ARE AWARDED VIA JUDGING OF SKILLS-BASED ENTRIES. VOID WHERE PROHIBITED BY LAW INCLUDING OUTSIDE THE UNITED STATES.

Eligibility: Participant must be a current NADA member who attended the NADA 2020 Show in Las Vegas, Nevada. Participant must be at least eighteen (18) years of age at the time of entry and a legal resident of the United States to enter or win. Employees of NADA, its affiliates, advertising and promotion agencies, and suppliers (collectively the “Employees”) and members of their immediate families (spouses, parents, children and siblings) and those living in the same household of Employees are not eligible to participate in the Contest. The Contest is subject to all applicable federal, state, and local laws and regulations.

Sponsor: National Automobile Dealers Association, 8484 Westpark Drive, Ste. 500, Tysons, VA 22102

Timing: The Contest begins on Monday, March 2, 2020 and ends Friday, March 20, 2020. (the “Promotion Period”). Submissions submitted outside of the Promotion Period will not be accepted. Winners to be announced on or about 3/31/2020.

How to Enter: To be entered into this Contest, Participants will need to access the official NADA Show 2020 Attendee survey, answer all required questions marked with an asterisk, as well as the two questions related to the contest located at: <https://www.surveymonkey.com/r/NADA-Attendee-Survey-weblink>. For the contest-related question, Participants will be asked to submit an innovative idea to make future NADA Shows more dynamic, engaging and interactive for attendees. This question will serve as the Participant’s official contest entry (“Entry”) for the

Contest. Participants will also need to provide the following contact information which will be used solely to contact Participants in the event of winning the Contest:

- Name
- Company Name
- Zip code
- Contact Email

Judging Criteria/ Method of selecting Winner(s): Prize selection is skills-based and subject to judging by a panel of NADA employees. Entries will be judged based on the following criteria in equal parts: originality/creativity and dealership attendance impact.

- **Originality** – How novel and/or creative is this idea? Has this been done before? Thinking ‘outside of the box’ is encouraged.
- **Attendee Impact** – The impact to new-car franchised dealers attendees’ experiences at future NADA Shows (i.e. Will the idea help encourage NADA members attend future NADA Shows?)

No other method for Entry will be accepted.

Prizes:

- Three (3) total winners will each receive one (1) complimentary registration for the NADA Show 2021 to be held in New Orleans, Louisiana January 21-24, 2021. (Note: NADA Show 2020 registration was valued at \$495 for members and \$655 for non-members. Rates subject to change for 2021).
- Winners will also each receive three (3) nights’ hotel stay during the NADA Show dates. Registration and hotel nights will be booked when NADA Show 2021 registration officially opens on July 20, 2020. (Note: Hotel stay value varies based on advertised web hotel rates for that time period. Hotel rooms will be selected by NADA from our contracted hotel room block.)

Prizes are non-transferable and no substitutions will be made. Winners are responsible for all taxes and fees associated with prize receipt and/or use. A valid email address is required for receipt of prize notifications.

Release: Upon receipt of any prize, winner(s) agree to release and hold harmless NADA and its subsidiaries, affiliates, suppliers, distributors, and prize suppliers, and each of their respective parent companies and each such company’s officers, directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including,

but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Contest or receipt or use or misuse of any prize.

Publicity: Participant agrees to be bound by the official contest rules and consents to NADA's use of his/her name, photo and/or likeness, biographical information and statements attributed to Participant for advertising and promotional purposes, including without limitation, inclusion in NADA's newsletters, website(s) or any social media channels without additional compensation. Participant also agrees that NADA shall own the Participant's submission (and all rights embodied therein) and that NADA and its designee(s) may copy, alter, distribute, publish, broadcast and display the submission in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, additional permission or notification, or attribution to Participant or any third party (except where prohibited by law). Participant agrees that he/she will not disseminate or otherwise submit the submission to any other entity or individual for publication or use. NADA reserves all rights not expressly granted herein.

General Conditions: NADA reserves the right to cancel, suspend and/or modify the Contest, or any part of it, at any time if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by NADA in its sole discretion. NADA reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, NADA reserves the right to seek damages from any such person to the fullest extent permitted by law. NADA's failure to enforce any terms of these Official Rules shall not constitute a waiver of that provision.

Winner Notification: Winners will be announced on or about March 31, 2020 via the email address provided in the Entry. In the event that any potential prizewinner cannot be contacted, is ineligible, is disqualified or fails to claim the prize within 24 hours from the time award notification was sent, the prize may be forfeited, and an alternate winner selected. Receipt of a prize offered in this Contest by prize winner is conditioned upon compliance with any and all federal, state, and local laws and regulations. NADA is not responsible for undeliverable prize notifications due to any change in a potential winner's email address or any other reason. NADA shall have no liability for any prize winner's failure to receive notices due to spam, junk e-mail or other security settings or for prize winner's provision of incorrect or otherwise non-functioning contact information. Prizes are non-transferable, is not redeemable for cash, and no substitution will be made. Actual/appraised value may differ at time of prize award. Any and

all prize-related expenses, including but not limited to, any and all federal, state and/or local taxes, shall be the sole responsibility of each prize winner. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER AT NADA'S SOLE DISCRETION WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

Limitation of Liability: By entering this Contest, Participant agrees to release and hold harmless NADA and its affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such Participant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the Entry process or the Contest; (v) electronic or human error in the administration of the Contest or the processing of Entries.

Disputes: Except where prohibited, this Contest shall be governed by the laws of the Commonwealth of Virginia without regard to the conflict of law provisions thereof. The Entrant(s) hereby irrevocably acknowledge and agree that any legal action, suit, or proceeding brought by or against them with respect to any matter arising out of or in any way connected with this Contest shall be brought exclusively in courts of Fairfax County in the Commonwealth of Virginia, or in the United States District Court for the Eastern District of Virginia, Alexandria Division. **TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE ENTRANT(S) HEREBY IRREVOCABLY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF ANY CLAIM OR DISPUTE BETWEEN THEM ARISING UNDER OR RELATING TO THE SERVICES OR THIS CONTEST.**

Winners List: To obtain a copy of the winner(s) name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: NADA, 8484 Westpark Drive, Tysons, VA 22102. Requests must be received no later than 12/31/2020.