

# OFFICIAL RULES

## CADILLAC V-PERFORMANCE ACADEMY SWEEPSTAKES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.** THE CADILLAC V-PERFORMANCE ACADEMY SWEEPSTAKES (THE "GIVEAWAY") BEGINS AT 7:00 A.M. EASTERN STANDARD TIME ("EST") ON JANUARY 29, 2021, AND ENDS ON NOVEMBER 13, 2021 AT 11:59 P.M. EST (THE "PROMOTIONAL PERIOD"). ADMINISTRATOR'S COMPUTER WILL BE THE OFFICIAL TIME-KEEPING DEVICE FOR THE GIVEAWAY.

**ELIGIBILITY:** THE GIVEAWAY IS OPEN ONLY TO THOSE WHO ARE LEGAL RESIDENTS IN ONE OF THE 50 UNITED STATES OR DISTRICT OF COLUMBIA AND ARE AT LEAST 21 YEARS OF AGE OR OLDER WITH A VALID DRIVER'S LICENSE AND INSURANCE (EXCEPT IN THE CASE OF LEGAL RESIDENTS OF CERTAIN STATES WHERE THE LEGAL AGE OF MAJORITY IS GREATER THAN 21 YEARS OF AGE, SUCH LEGAL AGE OF MAJORITY) AT THE TIME OF ENTRY (COLLECTIVELY AN "ENTRANT" OR "ENTRANTS"). VOID WHERE PROHIBITED OR RESTRICTED. Employees of General Motors LLC ("Sponsor"), EventLink LLC ("Administrator"), Jack Morton Worldwide, and their respective employees, volunteers, dealerships, dealership employees, directors, elected officials, parents, affiliates, subsidiaries, distributors (other than as defined above), and their advertising and promotion agencies, and the members of their immediate families (spouses and parents, siblings, children and their spouses and in-laws) and persons living in the same household with such individuals (whether related or not) are not eligible to enter or win.

**AGREEMENT TO THE OFFICIAL RULES:** By participating, Entrants agree to be bound by these Official Rules and the decisions of the Administrator and Sponsor, which are binding and final on matters relating to this Sweepstakes. This Sweepstakes is subject to all applicable federal, state, and local laws. Receiving a prize is contingent upon fulfilling all requirements set forth herein.

**VIA ON-SITE EVENTS:** Complete and submit an official entry form as directed at the promotion display at select Cadillac Racing race weekend events, where the Cadillac Team will be present, during the posted hours of operation during the Promotional Period ("Event entry"). On-site events are subject to change, and the Sponsor and Administrator reserve the right to add, change, and/or cancel, their intentions to display at any or all events due either to public health requirements (e.g., COVID-19) or other reasons, without notice.

**VIA WEBSITE:** Visit the website ([www.cadillacracingVIPsweeps.com](http://www.cadillacracingVIPsweeps.com)) (the "Website") during the Promotional Period and complete the online entry form with the required contact information and submit as directed ("Online Entry"). ONLINE ENTRIES MUST BE SUBMITTED BY 11:59 P.M. EST ON NOVEMBER 13, 2021.

Event entries and Online entries are hereinafter referred to as "Entry" or "Entries."

**LIMIT:** ONE (1) ENTRY PER PERSON during the Promotional Period. Administrator's computer will be the official time-keeping device for the Sweepstakes. No mechanical reproductions of entry forms permitted. Proof of mailing is not proof of delivery. 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. All Entries become the property of Sponsor and/or Administrator and will not be acknowledged or returned.

**WINNER SELECTION:** Administrator will randomly select one (1) Grand Prize Winner on or about December 1, 2021 from among all eligible participants. The drawing will take place at 12:00 P.M. EST. Potential winner will be required to agree to the rules herein and may be required to sign and return an Affidavit of Eligibility, Liability Release and, where legally permissible, a publicity release and/or provide other personal or tax information. Potential winner may be required to provide their social security number or tax identification number for tax reporting purposes as Administrator may file an IRS Form 1099 with the Internal Revenue Service for the cash value of Grand Prize. Potential winner will have three (3) business days to provide all such information and to execute and return the Affidavit of Eligibility, Liability Release, and publicity release (if required by Sponsor). If a potential winner cannot be contacted, does not respond to such notification within three (3) business days of attempted notification or any other time period specified, does not meet the stated

eligibility requirements, refuses the prize, refuses to accept the terms and conditions of these Official Rules, or is ineligible to accept the prize, or fails to claim the prize as directed, or is otherwise not in compliance with these Official Rules, such potential winner will be disqualified and Sponsor reserves the right to select an alternate winner from the remaining eligible entries. Subject to verification and compliance with these Official Rules the winner of a Prize will be declared an Official Prize "Winner." Unclaimed prizes will not be awarded.

**PRIZE/ODDS:** One (1) Grand Prize Winner will receive the Cadillac V-Performance Academy Sweepstakes prize package, which includes:

- Complimentary two (2) day tuition for one (1) student for Cadillac V-Performance Academy Driving School.
- Two (2) night accommodations at the Spring Mountain Motor Resort and Country Club, which includes breakfast and lunch prepared by Spring Mountain executive chef for winner and guest.
- Two (2) coach airline tickets from a major airport closest to winner's home (as determined by Administrator/Sponsor in its sole discretion; if winner resides within 100 miles of Las Vegas Nevada, Administrator/Sponsor reserves the right to provide ground transportation in lieu of air transportation) to McCarran International Airport.

APPROXIMATE RETAIL VALUE OF ALL GRAND PRIZES ("ARV"): \$4,200.00

The odds of winning the Grand Prize depend on the number of eligible entries received.

**GENERAL PRIZE RESTRICTIONS:** Prize must be redeemed by December 31, 2022. All meals, taxes, gratuities, transportation, and any other expenses not specifically identified in these Official Rules are the sole responsibility of the Winner. Prizes (including their individual components) may not be transferred or assigned. 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 of comparable or greater value if the intended prize (or any portion thereof) is not available for any reason as determined by the Sponsor in its sole discretion. **Winner is fully responsible for any and all applicable federal, state and local taxes (including income and withholding taxes).** The Winner may be required to provide, to Administrator, their Social Security number or tax ID for tax reporting purposes as the Winners will be issued an IRS Form 1099 reflecting the actual value of a Prize. Except where prohibited by law, the acceptance of a prize, or being accepted as a Winner, constitutes permission for Sponsor and Administrator to use the Winner's name, hometown, likeness, statements and other personally identifiable information for promotional, advertising and marketing purposes in any media throughout the world without additional compensation, prize, incentive, consideration, consent or review; and upon request, the Winner must provide written consent to such use.

**RELEASE:** By participating (a) Entrants release Sponsor, Administrator, Jack Morton Worldwide, and their respective subsidiaries, affiliates, limited liability companies, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, shareholders, directors, members, employees, licensors, dealerships, and agents (collectively the "Released Parties"), 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 the prize; (b) Entrants, by participating, agree that Released Parties will have no liability whatsoever, and shall be held harmless by Entrants against any liability, for any injuries, losses or damages of any kind, including, but not limited to, death or destruction of property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize(s) (including any travel or activity associated thereto) or participation in this Giveaway; and (c) 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.

**LIMITATIONS OF LIABILITY:** Neither Released Parties 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, or any other error or malfunction, or late, lost or misdirected mail, or any injury or damage related to or resulting from participation in this Giveaway. Neither Released Parties nor any service providers are responsible for typographical or

other error in the printing of Giveaway materials, the administration of the Giveaway, or the announcement of the prize winner, including any such error as may give an erroneous indication that a prize has been won. 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 GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, RELEASED PARTIES RESERVE THE RIGHT TO COOPERATE IN THE PROSECUTION OF ANY SUCH INDIVIDUAL(S) AND TO PURSUE ALL REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW.

**GENERAL CONDITIONS:** Sponsor or Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. If for any reason the Sweepstakes is not capable of being executed as planned, or the integrity and/or feasibility of the Sweepstakes is undermined by any event, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, action of Entrants, technical failures, fire, flood, epidemic, pandemic, public health crisis (e.g., COVID-19), earthquake, explosion, 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 or regulation, order of any court or jurisdiction, or by other cause not reasonably within Sponsor's control (each a "Force Majeure" event), Sponsor and/or Administrator shall have the right, in their discretion, to abbreviate, modify, suspend, cancel, or terminate the Sweepstakes without further obligation. If Sponsor or Administrator, in their sole discretion, elects to abbreviate the Sweepstakes as a result of a Force Majeure event, Sponsor and/or Administrator reserves the right to randomly award prizes from among all the eligible entries received up to the date of such Force Majeure event or otherwise modify the Sweepstakes as may be deemed fair and equitable by the Sponsor in its sole discretion. In the event of any cancellation, termination or suspension, notice thereof will be posted at <http://www.go2eventlink.com/rules>. Entries not complying with all rules are subject to disqualification. Administrator 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 Giveaway or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. If any provision(s) of these Official Rules is held invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**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 Giveaway or prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the federal, state and local courts for Clark County, Nevada (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway 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 Giveaway, shall be governed by, and construed in accordance with, the laws of State of Nevada, without giving effect to any choice of law or conflict of law rules (whether of the State of Nevada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than State of Nevada.

The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Sweepstakes or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with Sweepstakes advertisements or the Sweepstakes.

**WINNER'S NAME:** The name of the winners is available after February 1, 2022 and may be obtained by sending a self-addressed stamped envelope to: Winner's Name, Cadillac V-Performance Academy Sweepstakes c/o EventLink LLC, 100 W. 22<sup>nd</sup> Street, Suite 134, Lombard, Illinois 60148, for receipt no later than March 1, 2022.

**ENTRANT'S PERSONAL INFORMATION:** Any personally identifiable information collected during an Entrant's participation in this Promotion will be collected by Administrator in accordance with its privacy policy <http://go2eventlink.com/privacy-policy/> and used by Sponsor, its affiliates, agents and marketers for purposes of the proper

administration and fulfillment of the Promotion as described in these Official Rules and in accordance with Sponsor's Privacy Statement located at (<https://www.gm.com/privacy-statement.html>). Entrants are not required to supply information for marketing purposes to be eligible to win the prize, nor will providing that information increase an entrant's chance of winning. By entering the Promotion, you agree to all of the terms and conditions of the Sponsor's Privacy Statement.

**SPONSOR:** General Motors LLC, Cadillac Division, 30400 Van Dyke Avenue VEC East Floor 9, Warren, MI 48093.

**ADMINISTRATOR:** EventLink LLC, 100 W. 22<sup>nd</sup> Street, Ste 134, Lombard, IL 60148.