

## **SHOW ME YOUR SCORE SAFE DRIVING CHALLENGE**

### **OFFICIAL RULES**

**PROMOTION DESCRIPTION:** The Show Me Your Score Safe Driving Challenge (the “**Contest**”) begins on November 1, 2024 at 12:00:00 a.m. Central Time (“**CT**”) and ends on February 1, 2025 at 11:59:59 p.m. CT (the “**Promotion Period**”). At the end of the Promotion Period, the drivers who have entered the Contest (each, an “**Entrant**”) with the highest rolling average driving score will win. Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes for Entrant. By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Automobile Club of Missouri, Cambridge Mobile Telematics, and the Missouri Coalition for Roadway Safety (each, a “**Sponsor**”), which shall be final and binding in all respects.

**ELIGIBILITY:** Open to accredited high schools (grades 9-12) in Missouri. Contest participation is limited to any student enrolled at a Missouri high school, which has registered for the contest, and with lawful driving privileges by the start of the contest period. Officers, directors, and employees of each Sponsor and its parent, subsidiaries, and affiliates, the American Automobile Association, advertising and promotion agencies (all such individuals and entities referred to collectively, the “**Promotion Entities**”), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Contest or win a prize. This Contest is void where prohibited.

**HOW TO ENTER:** An Employee of the high school must register the school for participation in the Contest. Only after a school is registered with the Sponsors, eligible students may (a) download the DriveWell Go mobile phone app provided by Sponsors at no cost; and (b) use the registration token, provided by Sponsor to school, to register for the Show Me Your Score Safe Driving Challenge.

**GENERAL CONDITIONS OF ENTRY:** Sponsors are the official timekeepers for the Contest. Tampering with the entry process or the operation of the Contest is prohibited and any tampered with entries will be void. In the event a dispute regarding an entry cannot be resolved to Sponsors’ satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information or by any technical or human error which may occur in the processing of the entries in the Contest. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

**WINNER SELECTION AND NOTIFICATION:** Prizes will be awarded to the students and corresponding high school with highest rolling average score for overall, speed, and distracted driving recorded by the DriveWell Go app during the Promotion Period as outlined by the Sponsors. If there is a tie, Sponsors will conduct a random drawing from the group of tied Entrants to select a winner. Attempts to notify potential winners will be made by phone, email or mailing address. Sponsors shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within ten (10) days of the first notification attempt (or such shorter time as exigencies may require), or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit any prize

and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or it has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected. Sponsors may successively attempt to contact up to two (2) potential prize winners in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded.

**PRIZES/ODDS:** As outlined by the Sponsors: three (3) student winners, based on school enrollment size at the start of the contest period, will win a cash grand prize of \$1,500. Three (3) corresponding high schools will win a cash grand prize of \$1,000. Five (5) students each, non-winners of the grand prize, with the highest rolling average driving score for speed and distraction will win \$200 electronic gift card of choice. Up to ten (10) school faculty/instructors will be eligible to win \$250 electronic gift card of choice. Actual odds of winning a prize will depend on the number of eligible entries achieved.

**GENERAL PRIZE CONDITIONS:** No substitution of prize(s) will be allowed, except Sponsors reserve the right in their sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prize(s) will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in advertising, and other Contest materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsors in their sole discretion. **EACH PRIZE WINNER SHALL BE SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND/OR LOCAL TAXES, AND THE REPORTING CONSEQUENCES THEREOF, AND FOR ANY OTHER FEES OR COSTS ASSOCIATED WITH THE APPLICABLE PRIZE, INCLUDING (WITHOUT LIMITATION) TITLE, LICENSING, REGISTRATION FEES, DESTINATION CHARGES, AND ADDED ACCESSORIES. ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSORS HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

**FURTHER DOCUMENTATION AND PUBLICITY:** Potential winners may be required to execute an Affidavit of Eligibility, a Liability Release, a W-9 and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification (or such shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected. As part of the Prize Claim Documents, a potential winner may also be required to execute a further right of publicity release to use the winner's name and/or image, including, but not limited to, for advertising and promotional purposes, without further compensation.

**NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF:** Each Entrant hereby acknowledges and agrees that the relationship between the Entrant and the Promotion Entities is not a confidential, fiduciary, or other special relationship, and that the Entrant's decision to enter into the Contest and submit the Entrant's evidence of Safe Driving Policy to Sponsors for purposes of the Contest does not place the Promotion Entities in a position that is any different from the position held by members of the general public with regard to elements of the Entrant's submission. Each Entrant understands and acknowledges that the Promotion Entities have wide access to ideas, stories, photographs, designs, and other literary materials, and that new ideas

are constantly being submitted to it or being developed by their own employees. Each Entrant also acknowledges that many ideas or photographs may be competitive with, similar or identical to the submission and/or each other in theme, idea, format or other respects. Each Entrant acknowledges and agrees that such Entrant will not be entitled to any compensation as a result of any Promotion Entity's use of any such similar or identical material. Each Entrant acknowledges and agrees that the Promotion Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory or otherwise, with respect to the infringement or protection of the copyright in and to the submission.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entry in the Contest constitutes Entrant's permission for the Promotion Entities to use Entrant's logos, trademarks, photographs, statements, and Entrant's address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (a) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsors reserve the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsors reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsors reserve the right to modify, extend, suspend, or terminate the Contest if they determine, in their sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsors' control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsors are prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsors' control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsors shall have the right to modify, suspend, extend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsors will (if possible) select the winner(s) from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such Contest shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsors. Unless otherwise stated in these Official Rules, the invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Unless otherwise stated in these Official Rules, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect

and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSORS IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MISSOURI WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS CONTEST, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS CONTEST SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURT SITUATED IN ST. LOUIS COUNTY, MISSOURI.

**ARBITRATION:** By participating in this Contest, Entrant agrees that any and all controversies, claims, counterclaims or other disputes Entrant may have with, or claims Entrant may have against the Promotion Entities relating to, arising out of or connected in any way with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate (a "**Claim**"), will be resolved exclusively by final and binding arbitration in accordance with the Rules of the American Arbitration Association ("**AAA Rules**"). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. However, the Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of these Official Rules including, but not limited to, a claim that all or any part of these Official Rules is void or voidable.

If Entrant demonstrates that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsors will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude Entrant from seeking action by federal, state, or local government agencies. Entrant and Sponsors also have the right to bring qualifying claims in small claims court. In addition, Entrant and Sponsors retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Official Rules, nor a waiver of the right to have disputes submitted to arbitration as provided in these Official Rules.

Neither Entrant nor Sponsors may act as a class representative, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only Entrant and/or Sponsors' individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. Notwithstanding anything to the contrary herein, the arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief (which may include public injunctive relief), as if the action were brought in court on an individual basis.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT ENTRANT OR SPONSORS WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. If any provision of this Section is to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section will continue in full force and effect. No waiver of any provision of this Section of these Official Rules will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other of these Official Rules. This Section of these Official Rules will survive the termination of your relationship with Sponsors.

**WINNER LIST/OFFICIAL RULES:** To obtain any legally-required winner list (after the conclusion of the Contest) or a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to: Automobile Club of Missouri, 12901 North 40 Drive, St. Louis, MO 63141.

Please specify "winner list" or "Official Rules" and the name of the Contest in your request.

## SHOW ME YOUR SCORE SAFE DRIVING CHALLENGE WEEKLY WINNERS

### OFFICIAL RULES

#### NO PURCHASE NECESSARY. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

**PROMOTION DESCRIPTION:** The Show Me Your Score Safe Driving Challenge (the “**Contest**”) begins on November 1, 2024 at 12:00:00 a.m. Central Time (“**CT**”) and ends on February 1, 2025 at 11:59:59 p.m. CT (the “**Promotion Period**”). At the end of the Promotion Period, the drivers who have entered the Contest (each, an “**Entrant**”) with the highest rolling average driving score will win. Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes for Entrant. By participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of the Automobile Club of Missouri, Cambridge Mobile Telematics, and the Missouri Coalition for Roadway Safety (each, a “**Sponsor**”), which shall be final and binding in all respects.

**ELIGIBILITY:** Open to accredited high schools (grades 9-12) in Missouri. Contest participation is limited to any student enrolled at a Missouri high school, which has registered for the contest, and with lawful driving privileges by the start of the contest period. Officers, directors, and employees of each Sponsor and its parent, subsidiaries, and affiliates, the American Automobile Association, advertising and promotion agencies (all such individuals and entities referred to collectively, the “**Promotion Entities**”), and each of their immediate family members and/or people living in the same household are NOT eligible to enter the Contest or win a prize. This Contest is void where prohibited.

**HOW TO ENTER:** Entrants that complete the following will automatically be entered into the Promotion for a chance to win: (a) download the DriveWell Go mobile phone app provided by Sponsors at no cost; and (b) use the registration token, provided by sponsor, to register for the Show Me Your Score Saft Driving Challenge.

**GENERAL CONDITIONS OF ENTRY:** Sponsors are the official timekeepers for the Promotion. Tampering with the entry process or the operation of the Promotion is prohibited and any tampered with entries will be void. In the event a dispute regarding an entry cannot be resolved to Sponsors’ satisfaction, the affected entry will be deemed ineligible. The Promotion Entities shall not be responsible for incorrect or inaccurate entry information or by any technical or human error which may occur in the processing of the entries in the Promotion. The Promotion Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

**WINNER SELECTION AND NOTIFICATION:** Each week, beginning after about November 18, 2024, Sponsors (or their designees) will asses the eligible Entrants with safe driving scores of ninety (90) or above, as determined through the DriveWell Go app, to determine entry into two weekly winners drawings. Attempts to notify potential winners will be made phone, email or mailing address. Sponsors shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within ten (10) days of the first notification attempt (or such shorter time as exigencies may require), or if the prize or prize notification is returned as unclaimed or

undeliverable to such potential winner, such potential winner will forfeit any prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or it has not complied with these Official Rules or declines the applicable prize for any reason prior to award, such potential prize winner will be disqualified and an alternate winner may be selected. Sponsors may successively attempt to contact up to two (2) potential prize winners in accordance with such procedure, and if there is still no confirmed prize winner after such attempts have been made, if any, the applicable prize may go unawarded.

**PRIZES/ODDS:** Weekly Drawing One: Four (4) Entrants, with a weekly safe driving score of ninety (90) or higher, selected through random drawing, will win a \$50 electronic gift card of choice. Weekly Drawing Two: Ten (10) Entrants, not entered into Weekly Drawing One, selected through a random drawing, will win a \$10 electronic gift card. Entrants may only win one (1) Weekly Drawing One or Two during the Promotion Period. Actual odds of winning a prize depend on the number of eligible entries achieved.

**GENERAL PRIZE CONDITIONS:** Gift cards are subject to the terms and conditions printed thereon and imposed by issuer. No substitution of prize(s) will be allowed, except Sponsors reserve the right in their sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason. Prize(s) will be awarded only if the potential prize winner fully complies with these Official Rules. All portions of the prize(s) are non-assignable and non-transferable. Any prizes pictured in advertising, and other Promotion materials are for illustrative purposes only. All details and other restrictions of the prize(s) not specified in these Official Rules will be determined by Sponsors in their sole discretion. **EACH PRIZE WINNER SHALL BE SOLELY RESPONSIBLE FOR ALL FEDERAL, STATE AND/OR LOCAL TAXES, AND THE REPORTING CONSEQUENCES THEREOF, AND FOR ANY OTHER FEES OR COSTS ASSOCIATED WITH THE APPLICABLE PRIZE, INCLUDING (WITHOUT LIMITATION) TITLE, LICENSING, REGISTRATION FEES, DESTINATION CHARGES, AND ADDED ACCESSORIES. ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSORS HEREBY DISCLAIM ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.**

**FURTHER DOCUMENTATION AND PUBLICITY:** Potential winners may be required to execute an Affidavit of Eligibility, a Liability Release and (where imposing such condition is legal) a Publicity Release (collectively, "**Prize Claim Documents**"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within ten (10) days of prize notification (or such shorter time as exigencies may require), the winner may be disqualified and an alternate winner may be selected. As part of the Prize Claim Documents, a potential winner may also be required to execute a further right of publicity release to use the winner's name and/or image, including, but not limited to, for advertising and promotional purposes, without further compensation.

**GENERAL LIABILITY RELEASE/FORCE MAJEURE:** Entry in the Promotion constitutes Entrant's permission for the Promotion Entities to use Entrant's name, photographs, likeness, voices, biographical information, statements, and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (a) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in

part, directly or indirectly, to participation in the Promotion or any Promotion-related activity, or from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and (b) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsors reserve the right in their sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person, and Sponsors reserve the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsors reserve the right to modify, extend, suspend, or terminate the Promotion if they determine, in their sole discretion, that the Promotion is technically impaired or corrupted or that fraud or technical problems, failures, or malfunctions or other causes beyond Sponsors' control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Promotion as contemplated herein. In the event an insufficient number of eligible entries are received and/or Sponsors are prevented from awarding prizes or continuing with the Promotion as contemplated herein by any event beyond their control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within Sponsors' control (each a "**Force Majeure**" event or occurrence), then subject to any governmental approval which may be required, Sponsors shall have the right to modify, suspend, extend, or terminate the Promotion. If the Promotion is terminated before the designated end date, Sponsors will (if possible) select the winner(s) in a from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. Inclusion in such Promotion shall be each Entrant's sole and exclusive remedy under such circumstances. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representatives of Sponsors. Unless otherwise stated in these Official Rules, the invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. Unless otherwise stated in these Official Rules, in the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**GOVERNING LAW/JURISDICTION:** ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSORS IN CONNECTION WITH THE PROMOTION SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF MISSOURI WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS. FOR THE PURPOSES OF ANY DISPUTES HEREUNDER, BY ENTERING THIS PROMOTION, EACH ENTRANT AGREES THAT ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN ANY WAY RELATED TO THIS PROMOTION SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND CONSENTS TO

THE EXCLUSIVE JURISDICTION AND VENUE OF THE APPROPRIATE STATE OR FEDERAL COURT SITUATED IN ST. LOUIS COUNTY, MISSOURI.

**ARBITRATION:** By participating in this Promotion, Entrant agrees that any and all controversies, claims, counterclaims or other disputes Entrant may have with, or claims Entrant may have against the Promotion Entities relating to, arising out of or connected in any way with (a) the Promotion, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate (a “**Claim**”), will be resolved exclusively by final and binding arbitration in accordance with the Rules of the American Arbitration Association (“**AAA Rules**”). The arbitration will be heard and determined by a single arbitrator. The arbitrator's decision in any such arbitration will be final and binding upon the parties and may be enforced in any court of competent jurisdiction. The parties agree that the arbitration proceedings will be kept confidential and that the existence of the proceeding and any element of it will not be disclosed beyond the arbitration proceedings, except as may lawfully be required in judicial proceedings relating to the arbitration, by applicable disclosure rules and regulations of securities regulatory authorities or other governmental agencies, or as specifically permitted by state law. The Federal Arbitration Act and federal arbitration law apply to this agreement. However, the Arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of these Official Rules including, but not limited to, a claim that all or any part of these Official Rules is void or voidable.

If Entrant demonstrates that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsors will pay as much of the administrative costs and arbitrator's fees required for the arbitration as the arbitrator deems necessary to prevent the cost of the arbitration from being prohibitive. In the final award, the arbitrator may apportion the costs of arbitration and the compensation of the arbitrator among the parties in such amounts as the arbitrator deems appropriate.

This arbitration agreement does not preclude Entrant from seeking action by federal, state, or local government agencies. Entrant and Sponsors also have the right to bring qualifying claims in small claims court. In addition, Entrant and Sponsors retain the right to apply to any court of competent jurisdiction for provisional relief, including pre-arbitral attachments or preliminary injunctions, and any such request shall not be deemed incompatible with these Official Rules, nor a waiver of the right to have disputes submitted to arbitration as provided in these Official Rules.

Neither Entrant nor Sponsors may act as a class representative, nor participate as a member of a class of claimants, with respect to any Claim. Claims may not be arbitrated on a class or representative basis. The arbitrator can decide only Entrant and/or Sponsors' individual Claims. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated. If for any reason a claim proceeds in court rather than in arbitration we each waive any right to a jury trial. Notwithstanding anything to the contrary herein, the arbitrator may award in the arbitration the same damages or other relief available under applicable law, including injunctive and declaratory relief (which may include public injunctive relief), as if the action were brought in court on an individual basis.

THIS SECTION LIMITS CERTAIN RIGHTS, INCLUDING THE RIGHT TO MAINTAIN A COURT ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO PARTICIPATE IN ANY FORM OF CLASS OR REPRESENTATIVE CLAIM, THE RIGHT TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED IN AAA RULES, AND THE RIGHT TO CERTAIN REMEDIES AND FORMS OF RELIEF. OTHER RIGHTS THAT ENTRANT OR SPONSORS WOULD HAVE IN COURT ALSO

MAY NOT BE AVAILABLE IN ARBITRATION. If any provision of this Section is found to be invalid or unenforceable, then that specific provision shall be of no force and effect and shall be severed, but the remainder of this Section will continue in full force and effect. No waiver of any provision of this Section of these Official Rules will be effective or enforceable unless recorded in a writing signed by the party waiving such a right or requirement. Such a waiver shall not waive or affect any other portion of these Official Rules. This Section of these Official Rules will survive the termination of your relationship with Sponsors.

**WINNER LIST/OFFICIAL RULES:** To obtain any legally-required winner list (after the conclusion of the Promotion) or a copy of these Official Rules, send a self-addressed envelope with the proper postage affixed to: Automobile Club of Missouri, 12901 North 40 Drive, St. Louis, MO 63141.

Please specify "winner list" or "Official Rules" and the name of the Drawing in your request.