#### HONDA ACL 2024 SWEEPSTAKES

### **OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING A PRIZE. VOID WHERE PROHIBITED BY LAW.

YOUR ENTRY IN THIS SWEEPSTAKES MEANS THESE OFFICIAL RULES FORM A BINDING LEGAL CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT PROVIDES FOR YOUR INDEMNIFICATION OF THE SPONSOR AND OTHER PARTIES, THE WAIVER OF THE RIGHTS TO PARTICIPATE IN A CLASS ACTION OR A JURY TRIAL, AND A REQUIREMENT THAT MOST DISPUTES WILL BE SETTLED BY MANDATORY BINDING ARBITRATION.

## 1. Eligibility.

The Honda ACL 2024 Sweepstakes (the "Sweepstakes") is open only to legal residents of the 50 United States and the District of Colombia who, at the time of entry, are at least eighteen (18) years old and the age of majority in their state of legal residence. Void where prohibited by law. Directors, management, staff, and employees of Sponsor, C3 Presents, LLC, or any of their parent(s), subsidiaries, affiliates, advertising agencies, suppliers, distributors, or retailers, or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes, and their immediate family (spouse, ex-spouse, de facto partner, parents and step parents, grandparents and step grandparents, siblings and step siblings, uncle, aunt, niece, nephew, brother, sister, step brother, step sister, first cousin and children and stepchildren) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations. Participation constitutes entrant's ("Entrant") full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a Prize (defined below) is contingent upon selected Entrant fulfilling all requirements set forth herein.

### 2. Sponsor and Administrator.

Sponsor: American Honda Motor Co., Inc., 1919 Torrance Blvd, Torrance, CA 90501

Administrator: G7 Entertainment Marketing, 601 Taylor Pl #220, Nashville, TN 37208

### 3. Sweepstakes Entry Period.

The Sweepstakes entry period starts on September 3, 2024 at approximately 12:01 a.m. Eastern Time ("ET") and ends on October 13, 2024 at 11:59 p.m. ET (the "Sweepstakes Entry Period"). Entries received outside the Sweepstakes Entry Period will be void. Administrator is the official timekeeper for this Sweepstakes.

4. **How to Enter the Sweepstakes.** During the Sweepstakes Entry Period, to enter the Sweepstakes: (a) access the online entry form at <a href="http://www.hondaaclfestival.com/">http://www.hondaaclfestival.com/</a> or by scanning the code on-site at the 2024 Austin City Limits Music Festival on October 4-6, 2024 and October 11-13, 2024 in Austin, TX (the "Festival"); (b) enter your first and last name, zip code, email address, and phone number; (c) check the box to agree the terms and conditions of the Sweepstakes; and (d) follow the prompts to submit your entry.

When entering the Sweepstakes, you agree to receive promotional email communications from Sponsor.

All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. Entries beyond the permitted number are void. Use of multiple email addresses or any automated system to enter is prohibited and will result in disqualification. By submitting an entry, Entrant represents his or her agreement to and compliance with these terms.

### 5. Maximum Number of Entries

Limit of one (1) entry per person per day during the Sweepstakes Entry Period.

# **6.** Sweepstakes Winner Selection.

On or about October 20, 2024, (the "Drawing Date") Administrator will select one (1) entry in a random drawing among all valid entries received during the Sweepstakes Entry Period as potential Prize winner ("Potential Prize Winner"). Administrator will contact the Potential Prize Winner(s) by email using the email address the Potential Prize Winner used to enter the Sweepstakes. Failure by Potential Prize Winner to respond to the initial verification within 48 hours of notification may result in disqualification, and Administrator may, at its discretion, select an alternate Potential Prize Winner from all remaining valid entries. Odds of winning a Prize depends on the number of eligible entries received during the Sweepstakes Entry Period. Verified prize winner will be responsible for title and licensing costs, documentation fees, destination & handling charges, and all other fees or costs associated with the receipt, registration and use of the Prize.

### 7. Verification of Potential Prize Winner.

POTENTIAL PRIZE WINNER'S ELIGIBILITY IS SUBJECT TO VERIFICATION BY ADMIN, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. Any Potential Prize Winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. Sponsor may run a background check on any Potential Prize Winner. Sponsor may, in its sole discretion, disqualify any Potential Prize Winner based on the results of such background check. The Potential Prize Winner may be required to execute and return to Sponsor or Administrator (as applicable) for its receipt within five (5) business days of notification, an Affidavit of Eligibility, Release of Liability and Publicity Release (where permitted by law) (collectively, the "Affidavit") in order to claim his/her Prize. Sponsor may, but is not obligated to, exercise its rights under such Affidavit. In the event: (a) Potential Prize Winner(s) cannot be reached for whatever reason after a reasonable effort has been exerted or the Potential Prize Winner(s) notification or Affidavit is

returned as undeliverable; (b) Potential Prize Winner(s) declines or cannot accept, receive or use the Prize for any reason; (c) of noncompliance with the above or within any of the aforesaid time periods; (d) Potential Prize Winner(s) is found to be ineligible to enter the Sweepstakes or receive the Prize; (e) Potential Prize Winner(s) cannot or does not comply with the Official Rules; or (f) Potential Prize Winner(s) fails to fulfill the Affidavit-related obligations, the Potential Prize Winner shall be disqualified from the Sweepstakes and an alternate Potential Prize Winner may be selected, at Sponsor's sole discretion, from among the other eligible entries received. Sponsor reserves the right to modify the notification and Affidavit procedures in connection with the selection of alternate Potential Prize Winner, if any. Potential Prize Winner will be contacted by email using the email address used to enter the Sweepstakes. Failure to respond to the initial verification contact within forty-eight (48) hours of notification may, in Sponsor's sole discretion, result in disqualification and a new Potential Prize Winner may be selected by Sponsor from all remaining valid entries. The potential prize winner whose identity and eligibility are verified by the Sponsor will be the "Verified Prize Winner" and will be entitled to receive the Prize.

### 8. Prize.

There is one (1) prize available in the Sweepstakes ("Prize"). The Prize is one (1) 2025 Honda Civic Hybrid Sport Touring vehicle, Solar Silver with Black Trim.

Total approximate retail value of all Prizes in the Sweepstakes: \$28,750 USD.

THE PRIZE IS OFFERED AND PROVIDED "AS IS" WITH NO WARRANTY OR GUARANTEE BY SPONSOR OTHER THAN THE WARRANTIES (e.g. New Vehicle Limited Warranty) NORMALLY PROVIDED WITH THE VEHICLE

All non-stated features of the Prizes are in Sponsor's discretion. All expenses and costs not expressly listed in these Official Rules are the sole responsibility of the verified Prize winner(s) (Verified Prize Winner). Verified Prize Winner will be responsible for all other expenses relating to the receipt and use of the Prize. Prizes are nontransferable and may not be substituted or redeemed for cash by Verified Prize Winner. Sponsor reserves the right to substitute a Prize, in whole or in part, for one of equal or greater value.

Sponsor is not responsible for any change of email address and/or other information of Entrants.

All non-stated options and features of the Prize are in Sponsor's discretion and subject to availability. No substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute Prize for one of equal or greater value for any reason. Sponsor shall make arrangements with Verified Prize Winner to award and deliver the Prize. Verified Prize Winner must provide proof of insurance and a valid driver's license in order to receive the Prize. Verified Prize Winner is solely responsible for all taxes resulting from winning the Verified Prize, including all federal, state, provincial, municipal, and local, taxes, fees, assessments, sales tax, and other similar charges. Verified Prize Winner may receive an IRS Form 1099 for the retail value of the Prize and must provide Sponsor with a valid social security number if requested for tax reporting purposes.

## 9. Entry Conditions and Release.

By entering, each Entrant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or its designee(s) which are binding and final in all matters relating to these Sweepstakes; (b) release and hold harmless Sponsor, Administrator, C3 Presents, LLC, and their respective parent, subsidiary and affiliated companies, the Prize suppliers and any other organizations and/or persons responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of Prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an Entrant's participation in the Sweepstakes and/or Entrant's acceptance, use or misuse of any Prize.

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrant, or programming associated with or used in the Sweepstakes; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error, which may occur in the administration of the Sweepstakes or the processing of entries; (e) any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or receipt or use or misuse of any Prize; or (f) entries, prize claims or notifications that are lost, late, incomplete, illegible, unintelligible, damaged or otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind, including but not limited to, by reason of unauthorized human intervention, spam filters, privacy settings, inactive email accounts or an entrant's failure to monitor its email account. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of Prizes will be awarded. If, for any reason, the Sweepstakes cannot be executed as planned, including, but not limited to, any governmental order, epidemic, pandemic, force majeure, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor or Administrator that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winners from among all eligible, non-suspect entries received as of the date/time of termination.

### 10. Publicity.

Except where prohibited, Entrants agree that if they are a Verified Prize Winner, their participation in the Sweepstakes constitutes Verified Prize Winner's consent to Sponsor's and its agents' use of their name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media (whether now known or invented in the future), worldwide, without further limitation, restriction, notice, review, approval, payment or consideration but that Sponsor is not required to make such use.

#### 11. General Conditions.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with C3 Presents, LLC, or the Festival. Entrant's entry shall comply with Sponsor's and/or any third-party platform provider's terms of service/use and privacy policies, and shall not: (a) contain material which is (or promoting activities which are) sexually explicit, obscene, pornographic, violent, selfmutilation, discriminatory (based on race, sex, religion, natural origin, physical disability, sexual orientation or age), illegal (e.g. underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane, or harassing; (b) contain content which would be derogatory and/or insulting of any others, including Sponsor and/or other persons or entities, products or services; (c) contain content which refers to and/or is complimentary of any competitors of Sponsor or which is complimentary of and/or refers to any product competitive with any product or service of Sponsor; (d) include personally identifiable information or any other information or indicia of any person other than Entrant and should the Entrant include personally identifiable information about him/herself in his/her entry, Entrant acknowledges and agrees that such information will be disclosed publicly and Entrant is solely responsible for any consequences thereof; and (e) contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, including copyright infringement. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor 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 Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Sponsor reserves the right to seek damages 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 provision.

In the event of a dispute regarding the identity of any Entrant, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential Prize Winner(s) of the Prize may be required to show proof of being the authorized account holder to be awarded the Prize. All entry information becomes the sole and exclusive property of Sponsor and will not be returned or cancelled.

### 12. Limitations of Liability.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE(S) AWARDED WILL BE LIMITED TO ACTUAL, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND (2) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED.

SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

FOR CALIFORNIA ENTRANTS: EACH ENTRANT UNDERSTANDS AND AGREES THAT ALL RIGHTS UNDER SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA AND ANY SIMILAR LAW OF ANY STATE OF THE UNITED STATES ARE HEREBY EXPRESSLY WAIVED BY HIM/HER AGAINST THE RELEASED PARTIES. SECTION 1542 READS AS FOLLOWS:

"CERTAIN CLAIMS NOT AFFECTED BY A GENERAL RELEASE. A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

### 13. BINDING ARBITRATION AGREEMENT AND CLASS ACTION WAIVER.

Except where prohibited by law, as a condition of participating in this Sweepstakes, each Entrant agrees as follows:

**Binding Arbitration Agreement.** Except as otherwise stated below, any and all legal issue, claim or dispute arising out of or connected or related in any way to the Sweepstakes, including but not limited to Prize awarded, shall be resolved through final, binding arbitration. Entrant specifically agrees that, except as otherwise provided herein, entry into the Sweepstakes waives all rights to bring a lawsuit based on such claim(s) or dispute(s) and the right to have such lawsuit resolved by a judge or a jury.

This Arbitration Agreement shall be governed by the Federal Arbitration Act, (9 U.S.C. § 1 et seq.). Any arbitration will be commenced and administered by JAMS under the rules of JAMS, including JAMS Consumer Arbitration Minimum Standards [https://www.jamsadr.com/consumer-minimum-standards/]. If JAMS' criteria are met by the nature of the dispute, the Entrant agrees that the arbitration shall be conducted under JAMS Streamlined Arbitration Rules & Procedures [https://www.jamsadr.com/rules-streamlined-arbitration/]. Judgment upon any arbitration award may be entered in any court of appropriate jurisdiction.

Each party will pay the fees for his/her or its own attorneys, subject to any remedies to which that party may later be entitled under applicable law. However, if Entrant is unable to pay JAMS' costs, Sponsor will pay all arbitration fees and expenses. If JAMS is unavailable, unwilling, or otherwise unable to administer an arbitration in accordance with these rules, then another arbitration administrator will do, to be selected by agreement of the parties.

Neither Entrant nor Sponsor shall be permitted to obtain awards, and all parties hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes). The parties further waive all rights to have damages multiplied or increased.

The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon both you and us. Additionally, 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 this Arbitration Agreement, except that this sentence shall not apply to the Class Action Waiver provisions described below. The arbitrator will render a decision in writing. A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. This Arbitration Agreement will survive the termination of your relationship with us.

**Excluded Disputes.** Notwithstanding the binding arbitration requirement set forth in this section, Entrant may bring qualifying claims in small claims court so long as the matter remains in such court and advances only on an individual, non-class, non-representative basis.

Class Action Waiver. To fullest extent permitted by applicable law, you and we agree to bring any claim or dispute, whether in arbitration, or court as permitted by these terms, ON AN INDIVIDUAL BASIS ONLY, AND NOT AS A CLASS ACTION OR COLLECTIVE ACTION. There shall be no right or authority for any claim or dispute to be brought, heard or arbitrated as a class or collective action ("Class Action Waiver"). The arbitration will decide the rights and liabilities, if any, of you and us. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity. Regardless of anything else in this Arbitration Agreement and/or the applicable JAMS rules, the interpretation, applicability, enforceability or formation of the Class Action Waiver may only be determined by a court and not an arbitrator. This Class-Action Waiver will survive the termination of your relationship with us.

One-Year Time Limit to Raise Disputes or Claims. You agree that any dispute, claim or lawsuit, regardless of form, that may arise out of or related to the Sweepstakes, must be filed within ONE (1) YEAR of the action, omission, event or occurrence giving rise to the dispute, claim(s) or lawsuit. After the expiration of the one-year period, such dispute, claim(s) or lawsuit will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or pursuant to law or statute.

Waiver of Jury Trial. BOTH ENTRANT AND SPONSOR HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, except as provided herein. We are instead mutually electing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**Location of Arbitration.** Entrant may choose to have the arbitration conducted by video conference technology such as zoom or based on written submissions. Otherwise, the location of the arbitration proceeding shall take place in the city or state where Entrant resides, unless each party to the arbitration agrees otherwise, or at another mutually agreed upon location.

## 14. Governing Law.

These Official Rules and any disputes between us shall be governed by the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

## 15. Severability.

In the event any provision of these Official Rules is determined to be void or unenforceable, such determination shall not affect the remainder of these terms, which shall continue to be in force.

### 16. Entrant's Personal Information.

When registering for the Sweepstakes, you expressly agree to receive promotional communications from Sponsor. Information collected from Entrants is subject to the Sponsor's Privacy Policy, which is available at <a href="https://www.honda.com/privacy/privacy-notice">https://www.honda.com/privacy/privacy-notice</a>. If you are selected as a Potential or Verified Prize Winner, your name, city and state may also be included in a publicly available Winners' List.

### 17. Sweepstakes' Results.

For the Sweepstakes results, send a hand-printed, self-addressed, stamped envelope to: "Winner's List" c/o Honda ACL 2024 Sweepstakes, G7 Entertainment Marketing, 601 Taylor Pl #220, Nashville, TN 37208, or email your request to <a href="HondaACL2024@gmail.com">HondaACL2024@gmail.com</a>. Requests for the Winner's List must be received within 60 calendar days after the end of the Sweepstakes Entry Period.

Questions?: Please email <u>HondaACL2024@gmail.com</u>

### ABBREVIATED RULES

NO PURCHASE NECESSARY. Void where prohibited. Open to legal residents of the 50 U.S. and D.C. 18 years or older and age of majority. Begins 9/3/2024 at 12:01 a.m. ET and ends on 10/13/24 at 11:59 p.m. ET. Prize/Odds: Total ARV of Prize: \$28,750. Odds of winning depend on the total number of eligible entries received. Subject to Official Rules located at <a href="http://www.hondaaclfestival.com/">http://www.hondaaclfestival.com/</a>. Sponsor: American Honda Motor Co., Inc., 1919 Torrance Blvd, Torrance, CA 90501. Administrator: G7 Entertainment Marketing, 601 Taylor P1 #220, Nashville, TN 37208. This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Festival or C3 Presents, LLC.