

## **GENESIS RACING SIMULATOR CONTEST**

### **Official Rules**

**NO PURCHASE NECESSARY TO PARTICIPATE OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND CONTESTANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

THESE OFFICIAL RULES APPLY FOR THE GENESIS RACING SIMULATOR CONTEST AT THE AUTO SHOW IN NEW YORK ONLY, (the "CONTEST") SPONSORED BY GENESIS MOTOR AMERICA ("Sponsor"), ADMINISTERED BY REALTIME MEDIA LLC ("Administrator"), AND INTENDED FOR REGISTERED CONTESTANTS OF THE CONTEST AS SET FORTH BELOW. THE CONTEST IS GOVERNED BY U.S. LAW.

BY REGISTERING (OR OTHERWISE PARTICIPATING IN) THE CONTEST, EACH CONTESTANT AGREES TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE PARTICIPATING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE CONTEST PARTIES (DEFINED BELOW) FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

THIS CONTEST IS INTENDED ONLY BY REGISTERED CONTESTANTS OF THE GENESIS RACING SIMULATOR CONTEST ATTENDING THE NEW YORK AUTO SHOW AT JACOB JAVITS CONVENTION CENTER BETWEEN **10:00 AM EASTERN TIME ("ET") MARCH 29, 2024 AND 6:59:59 PM ET APRIL 7, 2024 (THE "NEW YORK AUTO SHOW")**.

- 1. ELIGIBILITY:** Contest is only open to registered contestants of the Genesis Racing Simulator Contest (as defined in paragraph #3 below) who are legal residents of the fifty (50) United States (excluding Puerto Rico and the U.S. Virgin Islands) and the District of Columbia, who are eighteen (18) years of age or older at the time of Contest registration, have no known health issues that may be aggravated by sudden movements, who are in attendance and have a ticket to the New York Auto Show purchased before March 29, 2024 that was not purchased for the purpose of participating in this Contest. Void outside of the U.S./D.C. and where prohibited by law. Employees, officers, directors and agents of Genesis Motor America (the "Sponsor"), Realtime Media LLC ("Administrator"), Sony Group Corporation, and their respective parent companies, affiliates, subsidiaries, advertising, promotion, contest, fulfillment and marketing agencies (collectively with Sponsor and Administrator, the "Contest Parties"), their immediate family members and those living in the same household as such individuals (whether legally related or not) are not eligible to participate in the Contest or win a prize. For purposes of this Contest, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. By participating, you agree to these Official Rules and to the decisions of the Sponsor and Administrator, which are final and binding in all respects. By participating in the Contest, each registrant and Contestant unconditionally accepts and agrees to comply with and abide by these "Official Rules" and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects. All federal, state and local laws and regulations apply.
- 2. HOW TO REGISTER TO PARTICIPATE IN THE CONTEST:** Visit the Genesis booth at the New York Auto Show, during the public hours, and register with a Genesis on-site representative, including providing your complete registration information, including, but not limited to, first name, last name a valid email address and a mobile telephone number. Upon the successful submission of the registration information, you may then participate in the Contest which takes place in a virtual automotive race simulator. **Registration for Contest is on a first-come, first-served basis. The**

**individual who registers with the Genesis on-site representative for the Contest must be the same individual who will compete as a Contestant. Individuals are not permitted to register on behalf of another individual or “hold a spot” for another individual should a line form during the registration process for the Contest or for any other reason.**

Contestant must be the “Authorized Account Holder” of the email address or mobile telephone number submitted at the time of registration. In the event of a dispute over the identity of a Contestant, the Contestant will be the registered owner of the email account or mobile telephone number at the time of registration. **Limit one (1) registration per Contestant.** Multiple or duplicate registrations made by the same Contestant will be disqualified. Sponsor is not responsible for and shall not be liable for: (i) late, lost, stolen, delayed, misdirected, incomplete, unreadable, or inaccurate registrations; (ii) errors of any kind whether mechanical, human or otherwise relating to or in connection with the Contest, including, without limitation, errors which may occur in connection with the administration of the Contest or the processing of registrations; (iii) data corruption, theft, destruction, unauthorized access to or alteration of registration or other materials; or (iv) any printing, typographical, human, administrative or technological errors in any materials associated with the Contest. The dates of the Auto Show are subject to change without notice. In the event the Contest is cancelled for any reason, it will not be rescheduled.

Contestants will be provided with identical game consoles, each consisting of a single-player, timed racing game. The settings for the game console will be designated by Sponsor prior to the start of the Contest. All single-game consoles will be programmed by the Genesis on-site representative to have the same settings. Sponsor is not responsible for variations in settings due to mechanical or human error, malfunction or manipulation by any individual other than Sponsor. The maximum weight restriction for an individual for the game console as set forth by the manufacturer is three hundred and fifty (350) pounds. Any individual who exceeds the manufacturer’s maximum weight restriction of 350 pounds will not be permitted to compete as a Contestant in the Contest. Contestants participate at their own risk.

Instruction on how to use the game console will be provided to Contestants by Sponsor prior to participation. Each Contestant will be allowed one (1) turn to complete a simulated race. Each Contestant will use the game console to complete a simulated race during a specified allotted time. More than one (1) turn by any individual using different email addresses or any other system of multiple turns will be disqualified. A Contestant cannot share his/her turn with another Contestant. Contestant’s completed simulated race time will be recorded by the game console (“Race Time”) and the Contestant with the fastest Race Time, as determined by the Sponsor, will be deemed the winner, in its sole discretion. In the event of a tie among Race Times, each Contestant with the fastest Race Time, as determined by the Sponsor, will be awarded a prize, in its sole discretion and pending their eligibility.

**NOTIFICATIONS/RELEASES:** Contestants need not be present to win. The potential prize winner will be required by Sponsor to complete a Prize Verification Form and where lawful, a Publicity Release. Non-compliance shall result in disqualification and forfeiture of the prize. Forfeited prizes will not be awarded. No more than the stated number of prizes will be awarded. In the event more winning claims are received than the number of prizes set forth in these Official Rules due to computer, printing, seeding, human or other error or problem, the Sponsor or Sponsor’s agents will re-review the Race Times and determine, in its sole discretion, the winner based on the process outlined above and as set forth in these Official Rules. Inclusion in such drawing shall be each Contestant’s sole and exclusive remedy under such circumstances.

- 3. THE PRIZE AND THE APPROXIMATE RETAIL VALUE (“ARV”):** The following prize will be awarded, one (1) PlayStation 5 and a Gran Turismo Game.

Total ARV of the prize for the Contest is: \$569.98. The prize winner will be solely responsible for all expenses associated with the acceptance and use of the prize. Prize will be awarded on-site. Sponsor is not responsible for a lost, stolen or misplaced prize once in the possession of a prize winner. The ARV of Prize set forth above represents Sponsor's good faith determination of the actual fair market value and as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event a stated ARV is more than the actual fair market value, the difference will not be awarded in cash or otherwise. Prizes are non-transferable; no substitutions, exchanges, or cash redemptions except by Sponsor due to unavailability in which case a prize of equal or greater value will be awarded. To the maximum extent permitted by law, prizes are awarded "as-is" and the Contest Parties have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness. In no event will more prizes be awarded than are stated in these Official Rules.

4. **GENERAL:** VOID OUTSIDE THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, AND WHERE PROHIBITED BY LAW. SUBJECT TO ALL FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. Sponsor may discontinue this Contest at any time. Sponsor may terminate this Contest or decide to modify it in any manner that it deems fair and equitable to eligible Contestants if it becomes aware of any occurrence that would materially affect the Contest security and fairness. Sponsor may prohibit individuals from participating in this Contest and disqualify Contestants if they (1) attempt to participate in the Contest through any means other than as described in these Official Rules, (2) attempt to disrupt the Contest, tamper with the operation of the Contest, or circumvent the terms and conditions of these Official Rules in any way or (3) repeatedly show a disregard for the Official Rules or act (a) in an unsportsmanlike manner or (b) with an intent to annoy, abuse, threaten or harass any other Contestant or Sponsor. Sponsor may prohibit an individual from participating in the Contest or winning a prize if, in its sole discretion, it determines that said individual is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any Contestant or Sponsor representative. Sponsor reserves the right to disqualify any Contestant from participation in the Contest and/or to remove any Contestant from the New York Auto Show premises at the sole discretion of the Sponsor or other New York Auto Show staff for any reason at any time, including if the Contestant is found to be tampering with the operation of the Contest or violating the Official Rules, creating an unauthorized disturbance or interruption or engaging in unnecessarily rough physical contact, or unsportsmanlike, disruptive, abusive, threatening, or harassing conduct, or for engaging in any unlawful, unsafe, or inappropriate act.

ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor and other Contest Parties reserve the right to correct typographic, clerical or printing errors in any Contest materials. By participating in the Contest, Contestants agree to release and hold the Contest Parties harmless from all losses, damages, rights, claims, and actions of any kind in connection with the Contest. By participating in this Contest, Contestants agree to abide by and be bound by these Official Rules and understand that Sponsor's decisions with respect to the Contest results are final in all respects. By participating in the Contest, Contestants release Contest Parties from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death, arising out of participating in this Contest, or the acceptance, possession, use or misuse of any prize and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. In the event the Sponsor is prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is undermined by any event including but not limited to fire, flood, epidemic, pandemic, 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, non-authorized human intervention, fraud, or any federal, state, or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's control (each a "Force Majeure" event) the Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without notice or further obligation. If the Sponsor, in its sole discretion, elects to abbreviate, cancel or terminate the Contest because of a Force Majeure event, the Sponsor reserves the right, but shall have no obligation, to award the prize from among all valid and eligible entries received up to the time of such Force Majeure event.

- 5. USE OF INFORMATION:** By registering for and/or participating in the Contest, each Contestant grants to the Contest Parties the right to videotape such Contestant's participation in the Contest and consents to the use of his/her name, hometown, video and photos of the Contest, and prize information, voice, picture, image and/or likeness, for advertising, trade and/or publicity or any other lawful purposes without additional compensation in all media without notice, review, or approval, (except where prohibited by law), including but not limited to Sponsor's websites and social media platforms in connection with this Contest. By accepting a prize, the prize winner grants to the Contest Parties the right (without any obligation) to use his/her name, address (city and state), voice, picture, likeness, hometown, biographical information and/or any statements made by a prize winner regarding the Contest or Sponsor, in any medium (whether now or hereafter known) throughout the world in perpetuity for any lawful purpose without further notice, permission, consideration or payment (except where prohibited by law) and agrees to participate in any and all publicity and promotional activities as designated by Sponsor (except where prohibited by law) in connection with this Contest. The information that you provide in connection with the Contest may be used for Sponsor's internal purposes and to send you information about Sponsor's products and offers, but will not be provided to third parties, except as necessary for the administration of Contest, as required by law or legal process, or as set forth in Sponsor's privacy policy. For more information about Sponsor's use of personal information, see Sponsor's privacy policy by pressing the [Privacy Policy](https://www.genesis.com/us/en/genesis.html) link indicated at the bottom of the Home Page at <https://www.genesis.com/us/en/genesis.html>. By participating in the Contest, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's privacy policy.
- 6. DISCLAIMER:** Contest Parties are not responsible for printing or typographical errors in these Official Rules or in any Contest-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the registration or Contest process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Contest and award the prizes for the Contest from among all eligible, non-suspect Contestants (i) as of the date of termination using the procedure outlined above or in another manner deemed fair by Sponsor, in its sole discretion if for any reason this Contest is not capable of running as planned due to any reason, including tampering, fraud, unauthorized intervention, technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Contest. Contest Parties are not responsible or liable for any events which may cause errors and/or the Contest to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, registration materials, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any registration to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to any person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. , threaten or harass any other Contestant or the Sponsor; or € in any other disruptive manner. Should more prizes be announced via any error or failure, or for any other reason, in any prize category, than are stated for that category in the Official Rules, Sponsor reserves the right to award only the number of prizes stated in the Official Rules for that category.

**7. DISPUTES:** By playing the Contest, each Contestant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with registering for or participating on the Contest, but in no event will attorneys' fees be awarded or recoverable; and (3) under no circumstances will any Contestant be permitted to obtain any award for, and each Contestant hereby knowingly and expressly waives all rights to seek, punitive, incidental or consequential damages and/or any other damages, other than actual out-of-pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. THIS CONTEST IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN ORANGE COUNTY, CALIFORNIA IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN CALIFORNIA. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN ORANGE COUNTY, CALIFORNIA. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. YOU AGREE THAT YOUR RIGHTS AND OBLIGATIONS AND THOSE OF ANY REGISTRANT OR CONTESTANT AND/OR CONTEST PARTIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE CONTEST PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRE

**8. LIMITATION OF LIABILITY:** By participating in this Contest, you agree that the Contest Parties and each of their respective representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for any injury, loss, or damage of any kind, whether personal (including death) or property, to Contestants or to any person's computer related to or resulting from participating in the Contest and/or accepting a prize, nor for any unanswered or undeliverable winner notifications.

By playing the Contest, you agree: (i) to waive all of your rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Contest; and (ii) to forever and irrevocably agree to release, discharge and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Contest, including, but not limited to, any Contest-related activity or element thereof, and your entries, participation or inability to participate in the Contest; (b) the

violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage (including property damage, personal injury and/or death), destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by a registrant or Contestant.

**TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS CONTEST. WITHOUT LIMITING THE FOREGOING, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS CONTEST, INCLUDING THE PRIZES, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO ALL CONTESTANTS. YOU SHOULD CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.**

- 9. TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of each applicable winner.
- 10. WINNER LIST:** To receive the list of the winner, send a #10 self-addressed stamped envelope for receipt by June 7, 2024 to: Genesis Racing Simulator Contest - Winner List Request, c/o Realtime Media, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 1942.

**SPONSOR:** Genesis Motor America, 10550 Talbert Avenue, Fountain Valley, CA 92708.  
<https://www.genesis.com>; <https://www.genesis.com/us/en/genesis.html>

**ADMINISTRATOR:** Realtime Media LLC, 1001 Conshohocken State Road, STE 2–100, West Conshohocken, PA 19428; <https://www.rtm.com/>; <https://privacy.rtm.com/PrivacyPolicy.pdf>

This Contest is in no way sponsored, endorsed or administered by Sony Group Corporation.