

**Hyundai Electrify Expo Sweepstakes
Official Rules**

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

THIS SWEEPSTAKES IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM INC. ENTRANTS ARE PROVIDING INFORMATION TO SPONSOR (DEFINED BELOW) AND NOT TO INSTAGRAM.

BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES PARTIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

The Hyundai Electrify Expo Sweepstakes (the "Sweepstakes") is a game of chance that begins at 10:00 a.m. Pacific Time ("PT") on June 1, 2024, and ends at 2:00 p.m. Pacific Time ("PT") on October 13, 2024 (the "Sweepstakes Period"). The Sweepstakes Period contains five (5) events (each an "Event"). Each Event will have a start date, end date and end time in their specific time zone (each an "Event Period") as set forth in the chart below. Events are subject to change or cancellation. There is one (1) prize offered across all Events. The computer clock of the Sponsor (defined below) is the official time-keeping device in the Sweepstakes.

	Event Name	Location	Start Date/Time	End Date/Time	Mail-Ins Must be Postmarked By:	Mail-Ins Must be Received By:
1	Long Beach Expo	LONG BEACH CONVENTION CENTER, 300 E. OCEAN BLVD., LONG BEACH, CA 90802	6/1/24 10 a.m. PT	6/2/24 5 p.m. PT	6/3/24	6/10/24
2	Denver Expo	THE YARDS, 4701 N. MARION ST., DENVER, CO 80216	7/13/24 10 a.m. Mountain Time ("MT")	7/14/24 5 p.m. MT	7/15/24	7/22/24
3	San Francisco Expo	ALAMEDA POINT, 2151 FERRY POINT, ALAMEDA, CA 94501	8/24/24 10 a.m. PT	8/25/24 5 p.m. PT	8/26/24	9/3/24
4	Seattle Expo	UNIVERSITY OF WASHINGTON, LOT E1 + E18, MONTLAKE BLVD NE, SEATTLE, WA 98105	9/14/24 10 a.m. PT	9/15/24 5 p.m. PT	9/16/24	9/23/24
5	New York Expo	CITI FIELD, 41 SEAVER WAY, QUEENS, NY 11368	10/12/24 10 a.m. ET	10/13/24 5 p.m. ET	10/14/24	10/21/24

1. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia, who are 18 or older as of date of entry, who have a valid driver's license, who purchased a ticket to one of the Events prior to learning about this Sweepstakes and/or not for the purpose of entering this Sweepstakes, **and who attend(ed) an Event, subject to confirmation by Sponsor.** Employees, officers and directors of Hyundai Motor America ("Sponsor"), Innocean Worldwide Americas, Realtime Media, LLC ("Administrator") and their respective parent companies, affiliates, subsidiaries, advertising, contest, fulfillment and marketing agencies, (collectively, "Sweepstakes Parties"), their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Sweepstakes or to win the prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and their respective spouses, 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. Void outside the 50 US/DC and where prohibited by law, rule, or regulation, including Puerto Rico, the U.S. Virgin Islands, U.S. Military Installations. All federal, state and local laws and regulations apply. By participating in the Sweepstakes, you unconditionally accept and agree to comply with and abide by these "Official Rules" and the decisions of Sponsor, including the interpretation of these Official Rules, administration of the Sweepstakes, selection of the winner, and Sponsor's exercise of discretion, which will be final, non-appealable, and binding in all respects.
2. **HOW TO ENTER THE SWEEPSTAKES:** There are two (2) ways to enter:

HYUNDAI BOOTH PHOTO AND INSTAGRAM POST METHOD OF ENTRY: If you are eligible according to all of the details in Section 1, to participate and enter this Sweepstakes via the Instagram mobile application, you will need a mobile device (e.g., mobile phone or tablet) that can access the Internet and uses either the Apple or Android platform. Additionally, you will need to download the Instagram application from the mobile device's app store or access Instagram from www.instagram.com and sign up for an Instagram account ("Instagram Account") if you do not already have one. Creating an Instagram Account is free. By submitting your information and creating an Instagram Account, you will be required to agree to the Instagram terms of service and privacy policy. If you do not agree to Instagram's terms of service and privacy notice, you cannot create an Instagram Account or participate in this Sweepstakes via this method. After you have an Instagram Account, log in to your Instagram Account, and become a follower of the @hyundaiusa Instagram Account. To enter, during the Sweepstakes Period, create a non-offensive, non-disparaging, and non-abusive photo of yourself or any scenic object at the Electrify Expo event, **with no one else in the photo, unless you have the other person's express permission to appear in the photo that will be shared on social media for the purpose of this Sweepstakes.** Then, post your photo to your own Instagram account, including a non-offensive, non-disparaging, and non-abusive comment. See Content Submission Guidelines below. When you post the photo from your Instagram Account, you **must** include the unique hashtags #HyundaiEVUpgrade and #Sweepstakes (collectively the "Hashtags") and mention @hyundaiusa as part of your post's caption (collectively, each a "Submission"), in order to be eligible. Posts made using the Instagram Story functionality are not eligible for entry in this Sweepstakes. Sponsor may not see or receive posts that fail to strictly follow the exact instructions set forth in these Official Rules and Sponsor is not responsible for failure to see or receive an entry. **NOTE: Sponsor may not receive entries from Instagram users with "private" account settings (i.e., user has set their Instagram Account so that only people the user has approved can view their photos) due to the way Instagram operates its service. Be sure your account is set to public.** Sponsor, at its sole discretion, may accept a technically incorrect unique hashtag term. Posts not received by Sponsor will not be entered into the Sweepstakes. By participating as described above, you are confirming your acceptance of and agreement to these Official Rules. If you take all of the steps above, you will receive one (1) entry into the Sweepstakes, subject to the limit below. By including the required hashtags in the comment,

you are confirming your acceptance of, and agreement to, these Official Rules. Sponsor's decisions regarding appropriateness of photos and comments and all Content Submission Guidelines are final and binding in all respects. Your post must be made before the end of the Sweepstakes Period.

MAIL-IN ALTERNATE MEANS OF ENTRY (AMOE): If you are eligible according to all of the details in Section 1, to enter without taking a photo and posting it on Instagram as described above, hand-print your full name, full mailing address, email address, phone number, birth date, **and the name of the Event you attended (see table above)** on a plain 3x5 inch paper or card. Mail your completed Entry to Realtime Media, Attn: Hyundai Electrify Expo Sweepstakes **(and specify the name of the Event on the outside of the envelope, otherwise your entry will not be included in the drawing)**, 1001 Conshohocken State Road, Suite 2-100, Conshohocken, PA 19428. Each entry must be mailed separately in a hand-addressed, stamped envelope. No photocopied or mechanically reproduced Entries will be accepted. You will receive one (1) entry into the Sweepstakes drawing, subject to the limit below. No responsibility is assumed for lost, late, incomplete, illegible, misdirected or postage-due entries. The Sweepstakes Parties assume no responsibility for (i) technical, electronic, telephone, hardware, software or network, computer or data transmission errors, malfunctions, or difficulties of any kind or (ii) any incorrect data contained in any Sweepstakes entry. Mailed-in Entries will only be eligible if they are postmarked and received by the dates set forth in the table above. All entries become the property of Sponsor and will not be returned or acknowledged.

Regardless of the method of entry used, there is a limit of up to two (2) entries in total per person, throughout the Sweepstakes Period, regardless of method or combination of methods of entry. Multiple or duplicate entries in excess of the limit made by the same individual by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry or social media account for the domain associated with the submitted address provided that person is eligible. Winner(s) may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. All entrants submitting materials/content as part of the Sweepstakes will be non-exclusively licensing (with the unlimited right to sublicense) to Sweepstakes Parties the right to use such materials, and the images related thereto (including entrant's name, social media account username and likeness), for any purpose (including any and all commercial purposes) with the right to modify the materials and make derivative works thereof. Entrants represent and warrant that the materials submitted will not infringe or violate any right whatsoever, including, without limitation, any personal rights (e.g., defamation, privacy, false light, moral right, etc.) or any property rights (e.g., copyright, trademark, right to

ideas, etc.) of any person or entity and the use thereof will result in no third-party liability or obligations. Event dates are subject to change.

Content Submission Guidelines. Submissions of content that do not meet the following “Content Guidelines” are subject to disqualification, at Sponsor’s sole and absolute discretion, so read and follow these Content Guidelines:

- **No one other than the entrant may appear in the photograph without permission given to the entrant to include them in a photo that will be shared on social media for the purpose of entrant obtaining an entry into this Sweepstakes. Entrant may be required to provide proof of such permission to Sponsor’s satisfaction, in its sole discretion, or entrant may be disqualified.**
 - Submissions must be in the English language.
 - Submissions must comply with these Official Rules and any Terms of Use/Service posted on the social media platform where your Submission is posted and meet all specifications or requirements called for in any advertising for the Sweepstakes.
 - Submissions must be suitable for presentation in a public forum.
 - Submissions must not have been submitted previously in any contest or sweepstakes of any kind or exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means previously.
 - Except for materials in the public domain, each Submission, in its entirety, must be a single work of original material created by the entrant, for which entrant has all rights required to comply with these Official Rules and must not infringe on the intellectual property rights of any other person or entity. Sponsor does not permit the infringement of others’ rights and any use of materials that infringe third-party rights is grounds for disqualification from the Sweepstakes and may subject you to liability. Do not copy any movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself. **Submissions that contain third-party brand names, trademarks or company logos (other than those owned by Sponsor or associated with the Vehicle or the Event) are subject to disqualification.**
 - Submissions must not include material that: (a) is sexually explicit, indecent, obscene, violent, hateful, tortious, defamatory, slanderous or libelous, (b) is derogatory or promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful, (e) is harmful to other users of the website or social platform such as viruses, trojan horses or other technologies that could adversely impact the Sweepstakes, and/or (f) is disparaging to Sponsor or is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (at Sponsor’s sole and absolute discretion).
 - Submissions should not reveal any personal information about another individual, including another person’s address, phone number, email address, credit card number or any information that may be used to track, contact or impersonate that individual.
 - No background artwork should appear in the Submission unless it is an original work of the entrant or associated with the Vehicle or the Event. Any artwork, murals, etc. that can be seen in Submission must be created solely by the entrant who must be the sole owner of all copyright interests therein.
3. **SWEEPSTAKES DRAWING:** There will be one (1) potential winner selected in this Sweepstakes, on or around October 23, 2024, in a random drawing from among all eligible entries received in accordance with these Official Rules. Sponsor will have complete discretion over interpretation of the Official Rules, of administration of the Sweepstakes, and of selection of the winner. Decisions of the Sponsor as to the selection of the winner will be final.
4. **ODDS:** Odds of winning the Sweepstakes prize depend on the total number of eligible entries received.

5. **WINNER NOTIFICATION/PRIZE CLAIMING:** The potential winner will be notified via direct message on Instagram or via email (depending on method of entry) within a commercially reasonable time after the drawing. The Sweepstakes Parties are not responsible for false, incorrect, changed, incomplete or illegible contact information. Notification is deemed to have occurred immediately upon sending direct message. As part of the winner notification process, the potential winner will be required to complete and submit a prize redemption form ("Redemption Form") and a declaration of eligibility/release of liability/prize acceptance agreement ("Declaration"), within five (5) days as a condition of receiving the prize. **Additional verification may take place to confirm your attendance at the Event. Winner must also cooperate with and pass a background check, see details below.** If the potential winner fails or refuses to sign and return the Redemption Form and /or Declaration within the required time, or if the Redemption Form or Declaration is returned as rejected, faulty, unclaimed or returned as undeliverable to potential winner, potential winner may be disqualified and an alternate may be selected. P.O. Boxes are not permitted. The Sweepstakes Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email or other account to receive messages.

A potential winner becomes a "winner" only after verification of eligibility by Sponsor. If potential winner cannot be contacted within a reasonable time period, if the potential winner is ineligible, if any notification is returned undeliverable, or if the potential winner otherwise fails to fully comply with these Official Rules, he/she will forfeit the prize and an alternate winner may be selected from among all remaining entries, up to three (3) alternates, after which the prize will remain un-awarded.

Parents or legal guardians of a Grand Prize winner who is over 18 but under the age of majority in their place of residence (which is 19 in Alabama and Nebraska and 21 in Mississippi) may be required to also sign the Declaration or other documentation in order for the prize winner to be qualified to receive his or her prize.

No more than the stated prize will be awarded. If, for any reason, more bona fide winners come forward seeking to claim prizes in excess of the prize set forth in these Official Rules, the winner of the advertised prize available may be selected in a random drawing from among all persons making purportedly valid claims for such prize. Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. The Sweepstakes Parties are not responsible for and shall not be liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner.

Additionally, Sponsor reserves the right to conduct a background check (including social media check) on the potential Grand Prize winner, as a condition to receipt of the Grand Prize. Winner must first submit to such background check and cooperate with Sponsor in any way that Sponsor requests in order to be eligible to receive the prize. Sponsor reserves the right, in its sole discretion, to disqualify any winner based on such background check if Sponsor determines, in its sole discretion, the background check reveals information that is inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate (which may be determined at Sponsor's sole and absolute discretion).

6. **PRIZE/PRIZE RESTRICTIONS:** One (1) prize will be awarded in this Sweepstakes:

ONE (1) GRAND PRIZE: 2024 IONIQ 5 Limited ("Vehicle"). See additional details below.

The Approximate Retail Value ("ARV") of the Grand Prize is \$53,500.

Vehicle will be delivered with standard equipment, as specified by Sponsor and listed at: Hyundai.com. Any upgrades and options are at the sole expense of the winner. Color, package, factory options, and other specifics to be determined by Sponsor, and are subject to availability. Winner must be a licensed driver and must present a current valid driver's license issued by the

driving license authority of one of the fifty (50) United States or the District of Columbia, and proof of insurance prior to taking possession of the Vehicle, failure to show same may result in prize forfeiture and selection of an alternate potential winner. Prize winner is responsible for all associated dealership fees including all title, license, insurance, registration, dealer preparation, applicable taxes or fees, destination and handling charges, and other fees associated with automobile, including any travel and transportation costs associated with collecting the Vehicle. All other costs not specifically stated herein as being awarded are the responsibility of winner. Winner may be required to take delivery of Vehicle from a designated authorized dealer within thirty (30) days after the date the Vehicle is delivered to the specified designated dealer, or the Vehicle may (in Sponsor's sole discretion) be automatically forfeited by the winner. Otherwise, prize will be delivered directly to winner, at winner's expense, from Sponsor at a location and on a date selected by Sponsor in its sole and absolute discretion. Except as stated in the manufacturer's limited warranty for the Vehicle, none of Sponsor or any other person associated with the manufacture, distribution, development and execution of this Sweepstakes and its prize, or any of their respective affiliates, parent companies, subsidiaries, directors, officers, employees, and agents makes any warranties, representations or guarantees, express or implied, in fact or in law, relative to the use or enjoyment of the Vehicle, including, without limitation, its quality, mechanical condition, merchantability or fitness for a particular purpose. The prize is not redeemable for cash, except in Sponsor's sole discretion. No substitution, transfer, or assignment of prize permitted, except that Sponsor reserves the right to substitute the prize for one of equal or greater value in the event an offered prize is unavailable or not possible to deliver to winner's country. Any and all guarantees and warranties for the prize are subject to the manufacturer's terms and conditions, and the winner agrees to look solely to such manufacturers for any such warranty or guarantee claim. The winner will be solely responsible for all federal, state, and/or local taxes, and for any other fees or costs associated with the prize they receive. The winner must provide Sponsor with a valid taxpayer identification number or social security number before the prize will be awarded, for tax reporting purposes.

Prize is non-transferable, with no cash redemptions, equivalents, or substitutions except at Sponsor's sole and absolute discretion. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Prize details and availability are subject to change and prize provider's rules and restrictions. In the event that Sponsor is unable to provide the winner with the prize, the Sponsor may elect to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. Prize is awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Winner will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prizes they receive, regardless of whether they, in whole or in part, are used. The ARV of the prize is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Any unclaimed prize will be forfeited. Prize, if legitimately claimed, will be awarded. The Sweepstakes Parties are not responsible for and will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the winner because of an incorrect or changed address. If the winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and the Sweepstakes Parties will have no further obligation with respect to the prize or portion of the prize. No more than one (1) prize will be awarded. The total ARV of all of the prize(s) awarded in this Sweepstakes is \$53,500. The Sweepstakes Parties are not responsible for and winner will not receive the difference, if any, between the actual value of the prize at the time of award and the stated ARV in these Official Rules or in any Sweepstakes-related correspondence or material. Sponsor will contact winner regarding timing of prize fulfillment within approximately four (4) to six (6) weeks after winner verification. Actual fulfillment may take six (6) months or more. WINNER WILL BE SOLELY RESPONSIBLE FOR ANY COSTS AND EXPENSES ASSOCIATED WITH PRIZE ACCEPTANCE, TRANSPORTATION/DELIVERY OF PRIZE TO WINNER, AND USE NOT SPECIFIED HEREIN AS BEING PROVIDED.

- 7. GENERAL:** Subject to applicable law, winner hereby expressly grants to the Sweepstakes Parties and their respective successors, assigns, sublicensees and designees, the irrevocable right to use and publish his/her name, social handles, likeness (photographic or simulated), voice, biography and place of residence for all purposes, including, without limitation, advertising, marketing, promotional and publicity purposes in connection with this Sweepstakes ("Advertising"), in any and all media now or hereafter devised, worldwide, in perpetuity, without any form of notice, permission or any amount or kind of compensation, except for the awarding of the prize(s) to the winner(s). All copyright, trademark or other intellectual property rights in such Advertising shall be owned by Sponsor and/or its licensors, and each winning participant hereby disclaims and waives any claim of right to such Advertising. Such Advertising shall be solely under the control of Sponsor and/or its licensors, and the winner hereby waives any claim of control over the Advertising content as well as any possible claims of misuse of such winning recipient's name, likeness or voice under contract, tort or any other theory of law. The Sweepstakes Parties do not assume any responsibility for any disruption in the Sweepstakes, including, but not limited to, the failure or interruption of any social media platform or any internet service provider. In the event there is a discrepancy or inconsistency between disclosures and other statements contained in any Sweepstakes materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern, and control. All decisions as to these Official Rules and interpretations thereof are exclusively within the sole discretion of the Sweepstakes Parties and may be changed from time to time without notice. In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, pandemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each, a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor's control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.
- 8. CONDUCT:** The Sweepstakes Parties are not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. The Sweepstakes Parties reserve the right, at their sole discretion, to disqualify any individual found to be tampering with the participation process or the operation of the Sweepstakes, or to be acting in any manner deemed by the Sweepstakes Parties to be in violation of the Official Rules, or to be acting in any manner deemed by the Sweepstakes Parties to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person and void all associated entries and/or registrations. CAUTION: ANY ATTEMPT BY A USER, YOU OR ANY OTHER INDIVIDUAL TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, THE SWEEPSTAKES PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.
- 9. WAIVERS AND DISCLAIMERS:** The Sweepstakes Parties assume no responsibility or liability for: (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or

garbled registrations, entries, URLs, or emails; (b) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of entries or registrations at any point in the operation of this Sweepstakes; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Sweepstakes; (e) inaccessibility or unavailability of the Internet or the website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, social networking posts, or registrations, the announcement of the prizes, or in any other Sweepstakes-related materials; or (f) any injury or damage to participants or to any other person's computer which may be related to or resulting from any attempt to participate in the Sweepstakes. If, for any reason, the Sweepstakes (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then the Sweepstakes Parties reserve the right at their sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. If terminated, the Sweepstakes Parties will award the prizes from among all non-suspect, eligible entries received for the Sweepstakes up to the time of such action.

- 10. RELEASES:** All participants, as a condition of participation in this Sweepstakes, agree to release, discharge, indemnify and hold harmless the Sweepstakes Parties, Instagram, and each of their respective directors, officers, employees, agents, successors and assigns (collectively, "Released Parties") from and against any and all liability, claims, costs (including attorneys' fees), losses, damages, fines, or actions of any kind whatsoever for injuries, death, damages, or losses to persons or property which may be sustained, in whole or in part, directly or indirectly, in connection with: (i) participation in any aspect of the Sweepstakes (including travel to/from any Sweepstakes activity), (ii) the receipt, ownership, use or misuse of the prize awarded, including any travel associated with any prize, (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; (iv) participant's registration material on any related website, or (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize.
- 11. GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, 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; (C) 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, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS'

REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 12. DISPUTE RESOLUTION:** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in the State of California, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in the State of California. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in the State of California. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision and Section 11, bring qualifying claims in small claims court.
- 13. ENTRY INFORMATION AND SWEEPSTAKES COMMUNICATIONS:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. By participating in the Sweepstakes, participant agrees to all of the terms and conditions of the Sponsor's Privacy Policy, which is available at <https://www.hyundaiusa.com/privacy-policy.aspx>. In the event of any discrepancy between the Sponsor's Privacy Policy and these Official Rules, these Official Rules shall control and govern.
- 14. MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules or the Redemption Form or Declaration will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules, the Redemption Form, or Declaration is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.
- 15. WINNER LIST:** To receive the listing of the name of the prize winner, send a #10 self-addressed, stamped envelope for receipt by December 23, 2024, to Hyundai Electrify Expo Sweepstakes - Winner List Request, c/o Realtime Media, 1001 Conshohocken State Road, Suite 2-100, Conshohocken, PA 19428.

SPONSOR: Hyundai Motor America, 10550 Talbert Ave., Fountain Valley, CA 92708.

ADMINISTRATOR: Realtime Media LLC, 1001 Conshohocken State Road, Suite 2-100, Conshohocken, PA 19428, Conshohocken, PA 19428.

