

## KIA Motors America, Inc. / CINCINNATI BENGALS “TEST DRIVE FOR TICKETS” TICKET OFFER

### Terms and Conditions

TICKETS ARE AVAILABLE WHILE SUPPLIES LAST. INDIVIDUALS MUST MENTION OFFER AT TIME OF TEST DRIVE IN ORDER TO RECEIVE THE TICKETS.

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

The Kia Motors America, Inc. / Cincinnati Bengals “Test Drive for Tickets” Offer (the “Offer”) is a limited time, while supplies last offer and redemption of the Offer is subject to agreement to these “Terms and Conditions”. The Offer is sponsored by Kia Motors America, Inc. (“Kia”), 111 Peters Canyon Road, Irvine, CA 92606, the participating Cincinnati Kia retailers listed below and the Cincinnati Bengals, Inc. (“Bengals”), One Paul Brown Stadium, Cincinnati, OH 45202 (collectively, the “Offer Entities”).

- Cincinnati Bengals Ticket Offer.** With a test drive of a new 2018 or 2019 Kia vehicle at a participating Cincinnati Kia retailer during the Offer Period (defined below), three hundred (300) eligible individuals will receive two (2) tickets to one (1) Offer Entities-selected 2018-2019 Cincinnati Bengals regular season home football game, while supplies last. The approximate retail value (“ARV”) of each set of tickets package is up to \$90.00
- How to Qualify.** To qualify for the Offer, **eligible individuals must: (a) mention this offer to a Kia retailer representative; and (b) complete a test drive of a new Kia brand vehicle (2018 or 2019 models only)** at one (1) of the six (6) participating Cincinnati Kia retailers listed below in this Section 2 between the dates of September 9<sup>th</sup>, 2018 and October 7<sup>th</sup>, 2018 (the “Offer Period”) or while supplies last. Each eligible individual that satisfies the Offer requirements will receive two (2) tickets to one (1) Offer Entities-selected 2018-19 Cincinnati Bengals regular season home game (see Section 4 below for ticket details), while supplies last. Redemption of the Offer is expressly conditioned upon acceptance of all of the terms and conditions set forth in these Terms and Conditions. Void where prohibited by law or restricted in a manner inconsistent with these Terms and Conditions.

#### PARTICIPATING CINCINNATI KIA RETAILERS

Jake Sweeney Kia	5969 Centennial Circle	Florence, KY	41042	(859) 938-2020
Jeff Wyler Kia	1117 State Route 32	Batavia, OH	45103	(513) 752-3447
Kings Kia	9600 Kings Automall Road	Cincinnati, OH	45249	(513) 677-6700
Jeff Wyler Fairfield Kia	5815 Dixie Highway	Fairfield, OH	45014	(513) 682-2500
Cronin Kia	10700 New Haven Road	Harrison, OH	45030	(513) 367-5300
Superior Kia	260 W. Mitchell Avenue	Cincinnati, OH	45232	(513) 541-3300

- Eligibility.** Except as set forth in this Section 3, this Offer is only open to legal residents of Ohio and Kentucky who reside within one hundred fifty (150) miles of Cincinnati, Ohio and who are at least 19 years of age or older at the time of test drive. Must provide valid driver’s license to retailer representative in order to qualify for this Offer. Notwithstanding the foregoing, any individual who has been banned from Paul Brown Stadium or attending 2018-19 Cincinnati Bengals home games is not eligible to participate or receive tickets. Bengals, Kia and its authorized Cincinnati retailers, the National Football League and its member teams, NFL Properties, Inc., and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees, agents, and their immediate families (i.e., spouse, domestic partner, parents, legal guardians, grandparents, grandchildren, siblings, children and “step” of each) and those individuals living in their same household are not eligible to participate or receive tickets.
- Limited Time Offer/While Supplies Last.** This Offer is a limited time offer and is subject to availability while supplies last. Prior to test driving a vehicle during the Offer Period, eligible entrants may inquire to

a sales person at a participating Cincinnati Kia retailer (listed above in Section 2) as to whether as of that time there are tickets remaining to be distributed as part of the Offer. Please note that there is no guarantee that if tickets are available at such time that they will continue to be available.

5. **Tickets.** With a test drive of a new Kia vehicle at a participating Cincinnati Kia retailer during the Offer Period and a mention of this Offer, the salesperson will present the customer with an envelope containing two (2) tickets to one (1) Cincinnati Bengals regular season home game, while supplies last. Individuals will receive two (2) tickets to one (1) of the Cincinnati Bengals home games listed below. Ticket packages are final and not eligible for exchanges. The Offer Entities and/or any representative thereof reserve the right to determine and confirm eligibility.

Game Date/Time	Opponent
Sunday, October 7 <sup>th</sup> , 2018; 1:00 pm ET	vs. Miami
Sunday, October 28 <sup>th</sup> , 2018; 1:00 pm ET	vs. Tampa Bay
Sunday, November 11 <sup>th</sup> , 2018; 1:00 pm ET	vs. New Orleans
Sunday, November 25 <sup>th</sup> , 2018; 1:00 pm ET	vs. Cleveland
Sunday, December 2 <sup>nd</sup> , 2018; 1:00 pm ET	vs. Denver

The Offer Entities make no promises or representations regarding the location of the seats of the tickets in the stadium. Recipients must redeem the tickets at Paul Brown Stadium on the date and time of each game. Any unused tickets will be forfeited. Additionally, the Offer is subject to all of the terms and conditions set forth on the tickets. Ticket privileges are extended at the discretion of Bengals and are subject to revocation at any time for, amongst other things, the failure of the holder to conduct themselves in accordance with the Cincinnati Bengals Fan Guide (found at <https://www.bengals.com/fans/fanguide>) while at Paul Brown Stadium at any time before, after or during a Cincinnati Bengals home game. Any and all taxes of any kind, fees, insurance and other related costs incurred in conjunction with the tickets or redemption of this Offer, including, without limitation, costs for transportation, parking, food or beverages, are the sole responsibility of the recipients. Tickets cannot be replaced if lost, stolen or destroyed and are only valid for the games and seats for which they are issued. Tickets are revocable licenses, non-transferable and non-reproducible; Bengals reserve the right, in its sole discretion, to revoke the tickets and/or refuse admission to the games for any or no reason at all. Limit one (1) set of tickets per person and per household. Offer cannot be combined with other offers/incentive programs or substituted for cash back.

6. **Administration.** The Offer Entities expressly reserve the right to amend, suspend or terminate this Offer at any time without prior notice or consent. Administration of this Offer is at the sole discretion of the Offer Entities and any questions relating to eligibility, these Terms and Conditions and any other questions concerning this Offer will be resolved at the Offer Entities' sole discretion. Their decisions will be final and binding with respect thereto. No requests for exchanges, seat location or cash equivalent for the tickets will be considered and no substitutions will be made. Qualified individuals shall sign any required documents in connection with the Offer as determined by Kia and/or Bengals in their sole discretion. **All necessary transportation/airfare and/or accommodations/lodging in connection with attending the games associated with the tickets are solely the responsibility of ticket recipient.** No groups, clubs, corporations, companies, partnerships, or organizations may participate in this Offer or reproduce or distribute any portion of these Terms and Conditions to their members.
7. **Release, Waiver of Liability and Indemnity.** The Released Parties (defined below) shall not be responsible for cancelled, delayed, suspended or rescheduled games nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone

equipment, electronic, computer, hardware or software malfunctions of limitation of any kind, or inaccurate transmissions of or failure to receive information by or from the Offer Entities on account of technical problems or traffic congestion on the internet or at any website or any combination thereof. Each Offer recipient expressly assumes all risk of, and hereby releases, defends, indemnifies and holds harmless the Released Parties from and against any and all liability, claims or actions of any kind whatsoever (however named or described) with respect to the injury, death, damages or losses to persons or property which may be sustained in connection with: (a) any individual's participation in the Offer; and (b) the receipt, license, use or misuse of the tickets, including, without limitation, the preparation for, participation in, travel to or from any other activity related to the Offer. The Offer Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery and/or subsequent use or misuse of the tickets.

8. **Name and Likeness.** Acceptance of the Offer constitutes permission for Bengals, Kia and its authorized Cincinnati retailers, the National Football League and its Member Teams, NFL Properties, Inc., and their respective parents, subsidiaries, affiliates, directors, officers, governors, employees and agents (collectively, "Released Parties") to use winner's name, biographical information, and/or likeness for purposes of advertising and promotion without further compensation or approval, except where prohibited by law.
9. **Construction/Disputes.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of any individual or the Offer Entities, shall be governed by, and construed in accordance with the laws of the State of Ohio, without giving effect to any choice of law or conflict of law rules or provisions (whether of Ohio, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Ohio. The parties agree that all disputes arising out of or connected with these Terms and Conditions or the Offer will be resolved individually, and without resort to class action and exclusively by arbitration to be held solely in Cincinnati, Ohio under the auspices of the American Arbitration Association and pursuant to its Commercial Dispute Resolution Rules and Procedures. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear.
10. **Disclaimer of Warranties/Limitation of Liability.** TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, EACH INDIVIDUAL WHO PARTICIPATES IN THE OFFER ACKNOWLEDGES AND AGREES, THAT ANY TICKETS RECEIVED IN CONNECTION THEREWITH ARE PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR AT LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE TICKETS, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF IMPLIED OR OTHER WARRANTIES SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH JURISDICTION'S LAW IS APPLICABLE TO THESE TERMS AND CONDITIONS. EACH PARTICIPANT FURTHER ACKNOWLEDGES THAT, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW: (A) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIFTY DOLLARS (\$50.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (B) NONE OF THE RELEASED PARTIES SHALL BE RESPONSIBLE OR LIABLE FOR AND INDIVIDUALS HEREBY KNOWINGLY AND EXPRESSLY WAIVE ALL RIGHTS TO SEEK ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, ECONOMIC, EXEMPLARY, PUNITIVE OR OTHER DAMAGES UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY, DIRECTLY OR INDIRECTLY, TO REDEMPTION OF THE OFFER, EVEN IF FORESEEABLE OR EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIFTY DOLLARS (\$50.00) AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (C) INDIVIDUALS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND INDIVIDUALS' IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

11. **Miscellaneous.** No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect. The Offer Entities' failure to enforce any term in these Terms and Conditions will not constitute a waiver of that provision. Individuals agree to waive any rights to claim ambiguity of these Terms and Conditions. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Offer-related materials, privacy policy or terms of use on any related-Offer website and/or the terms and conditions of the Terms and Conditions, the Terms and Conditions shall prevail, govern and control and the discrepancy will be resolved in Offer Entities' sole and absolute discretion. The Offer Entities reserve the right to modify, change or update these Terms and Conditions at any time without prior notice. Any modification will be effective upon posting of modified Offer Terms and Conditions. Any cancellation will be effective upon removal of references to the Offer and these Terms and Conditions.