Bolt My Ride Contest Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE IN THIS CONTEST. A PURCHASE OF ANY KIND WILL NOT IMPROVE YOUR CHANCE OF WINNING.

- 1. **DESCRIPTION**. The Bolt My Ride (the "Contest") begins at approximately 12:01 am Pacific Time ("PT") on July 13, 2022 and ends at approximately 11:59 pm PT on July 20, 2022 (the "Contest Period"). To enter, eligible entrants must: post an original video that complies with the "Submission Requirements" (defined below) to the website created for this Contest (the "Website"). Entry in the Contest does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Chargers Football Company, LLC, 3333 Susan Street, Costa Mesa, California 92626 ("Sponsor"), which shall be final and binding in all respects.
- 2. ELIGIBILITY: Only legal U.S. residents of Los Angeles, Orange, San Diego, and Ventura Counties in California who are at least eighteen (18) years of age at the time of entry and who have a valid driver's license are eligible to enter. Officers, directors and employees of Sponsor and RMF Empire Inc. DBA West Coast Customs ("West Coast Customs") and each of Sponsor's and West Coast Customs' parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotion agencies involved in the Contest (all such individuals and entities collectively referred to herein as the "Contest Entities"), and the immediate family members and/or those residing in the same household of each are ineligible to enter the Contest or win a prize. This Contest is void where prohibited.
- 3. **HOW TO ENTER**: To enter, eligible entrants must: create an original video that shows the entrant's car that they own and are submitting for entry (the "Car") that complies with the "Submission Requirements" (as defined below) (each, a "Submission"). The Submission must include the year, make, and model of the Car as well as an answer to the questions "Why you're the biggest Chargers fan?" and "What you would like West Coast Customs to do for your car?" Entrants should post their Submission on the website created by Sponsor for this Contest www.chargers.com/boltmyride ("Website"). The Car must meet the following requirements: (i) the Car must be in good running and driving order; (2) the Car cannot have any dashboard error lights including a check engine light (if Sponsor determines that a check engine light or other dashboard error light has recently been illuminated, the entrant may be disqualified); (iii) the Car must be registered in the name of the entrant and insured in accordance with applicable law; and (iv) the Car must not have any visible body or interior damage.

The Submission must meet the following "Submission Requirements": (i) the Submission must be the submitting entrant's original, previously unpublished work and not feature or focus on any copyrighted material, logos or trademarks that are owned by third parties; (ii) the Submission should not include or depict anyone other than the entrant, but if the Submission depicts anyone other than the entrant appears in the video, the entrant must obtain written permission from that person or those people to include them in the video and for Sponsor to exercise the rights in Section 7 of these Official Rules, and if Sponsor asks to see the written permissions, the entrant must provide them upon request (in the event an entrant cannot provide permissions that are satisfactory to Sponsor, in its sole and absolute discretion, Sponsor reserves the right to disqualify the applicable Submission, or seek to secure the releases and clearances for Sponsor's own benefit, or otherwise allow the applicable Submission to remain in Contest); and (iii) the Submission must not include images that are deemed by the Sponsor to be obscene, pornographic, libelous or otherwise objectionable.

Limit: One (1) Submission per eligible entrant. Submissions must be received by the end of the Contest Period. No substitutions or new versions of Submissions will be accepted once the original Submission is submitted for consideration. Any Submission that is considered by Sponsor in its sole and absolute discretion to violate the Submission Requirements, in whole or in part, may be disqualified and will not be eligible for entry.

Any personal information collected by Sponsor in connection with the Contest will be used in accordance with Sponsor's privacy policy located at: https://www.chargers.com/privacy-policy/. Entry must be made by the entrant, only as described in these Official Rules. Entries made by any other individual or any entity, and/or originating at any other web site or e-mail address, including but not limited to entering service sites, will be declared invalid and disqualified for this Contest. Tampering with the entry process or the operation of the Contest is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. In the event a dispute regarding the identity of the individual who actually submitted a Submission cannot be resolved to Sponsor's satisfaction, the affected Submission will be deemed ineligible. The Contest Entities shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or used in the Contest or by any technical or human error which may occur in posting videos or processing the entries in the Contest. The Contest Entities assume no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries.

4. **WINNER SELECTION AND NOTIFICATION**: At the end of the Contest Period, a judge or group of judges selected by the Sponsor (in either case, the "**Judging Panel**") will review the Submissions that have been received and one (1) potential winner based on the following criteria: (i) creativity (50%); (ii) quality and entertainment value (30%); and (iii) appropriateness to the public image of the Contest Entities (20%) (the "**Judging Criteria**"). In the event of a tie, the potential winner with the highest score in the "creativity" category will be declared the potential winner.

The potential winner will be subject to verification and compliance with these Official Rules. The potential winner will be notified by a representative of Sponsor showing up to the winner's residence and informing him or that she has won. Sponsor will film the winner's reaction to this notification for use in publicity and advertising materials and, by participating, entrant agrees to participate in Sponsor's video regarding this Contest and releases Contest Entities from any claims that arise out of participation in this video.

The Contest Entities shall have no liability for any winner notification that is lost, intercepted or not received by the potential winner for any reason. If any potential winner does not respond within the time required by Sponsor, or if the winner notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines the prize for any reason, such potential winner will be disqualified and the prize may be awarded to an alternate winner. Sponsor may successively attempt to contact up to three (3) potential winner(s) of an applicable prize in accordance with such procedure, and if there is still no confirmed winner(s) of such applicable prize after such attempts have been made, if any, such prize may go unawarded.

5. **PRIZES**. One (1) winner will receive a make over of their Car by West Coast Customs including: (i) an exterior wrap; (ii) new wheels and tires; (iii) some interior modifications/enhancements; (iv) audio upgrades; (v) inclusion of LA Chargers emblems and embellishments; and (vi) vehicle specific customizations (collectively, the "**Modifications**"). The Modifications provided by West Coast

Customs will depend on the type of Car. In addition to the prize, the Contest Entities will provide the verified winner with a single cash payment of up to Seven Thousand Dollars (\$7,000.00), which is intended to help the winner pay any federal, state, or other tax obligations related to the prize (the "Tax Gross-Up Payment"). The amount of the Tax Gross-Up Payment will be determined based on the winner's actual tax liability but is capped at Seven Thousand Dollars (\$7,000.00). The approximate retail value ("ARV") of this Prize is Thirty-Two Thousand Dollars (\$32,000).

No cash alternative or substitution of prizes will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason.

6. **GENERAL PRIZE CONDITIONS**. Prize will be awarded only if each potential prize winner fully complies with these Official Rules. The prize is non-assignable and non-transferable. Prizes pictured in point-of-sale, online, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only. Actual prize may vary from the prize pictured. All details and other restrictions of the prize not specified in these Official Rules will be determined by Sponsor in its sole discretion. No cash alternative or substitution of the prize(s) will be allowed, except Sponsor reserves the right in its sole discretion to substitute prize(s) of comparable value if any prize listed is unavailable, in whole or in part, for any reason. The Tax Gross-Up Payment may not be sufficient to cover the winner's tax liability related to winning the prize. The winner should consult his or her tax advisor on the proper treatment of the Tax Gross Up Payment. Sponsor may, in its sole discretion, deduct or withhold the amount of applicable tax on any cash or cash equivalent prize. The Sponsor will issue and file an IRS Form 1099 or equivalent tax withholding documentation for the retail value of any prize or other items of value transferred to the/each prize winner by the Sponsor in accordance with IRS requirements, and the Sponsor may also share such documentation with a state or local government agency as required by law. Refusal or failure of the prize winner to satisfy the requirements of all necessary and appropriate tax, withholding or other required compliance terms (including Social Security number, IRS Form W-8BEN, IRS Form W-9, or equivalent information), as determined by the Sponsor in its sole discretion, may result in the/each prize winner forfeiting the prize(s) and an alternate potential winner may be selected in accordance with these Official Rules. Sponsor will award prizes subject to any applicable withholding taxes, and the amount of the prize transferred, as reduced by any applicable withholding taxes, will constitute full payment of the prize, as applicable. Each prize winner shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable prize. Each potential winner will be required to execute an Affidavit of Eligibility, a Liability Release, and (where imposing such condition is legal) a Publicity Release (collectively, "Prize Claim Documents"). If any potential winner fails or refuses to sign and return all Prize Claim Documents within the time period specified by Sponsor in the prize notification, the winner may be disqualified and an alternate winner may be selected.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. <u>WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT.</u>

7. **RIGHTS IN SUBMISSIONS**. For good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, each entrant hereby irrevocably grants to the Contest Entities, and their successors, licensees and assigns, a non-exclusive license (but not the obligation) to reproduce,

publicly perform, publicly display, stream, exploit, make derivative works of and otherwise use the Submission, in whole or in part, for any purpose, including without limitation commercial purposes, in any and all media now or hereafter devised throughout the universe in perpetuity. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, or alter the Submission for any purpose which Sponsor deems necessary or desirable, and each entrant irrevocably waives any and all so-called "moral rights" they may have therein Sponsor shall retain the rights granted in each Submission even if the Submission is disqualified or fails to meet the Submission Requirements or even it if it determined that the entrant who made the Submission is ineligible to enter the Contest.

8. **PUBLICITY RELEASE**. Without in any way limiting the rights granted in the Submission, as set forth above, acceptance of a prize constitutes winner's permission for the Contest Entities to use each winner's Submission and his or her name, social media handle, photograph, likeness, voice, biographical information, statements and address (city and state), any footage obtained by Contest Entities of winner in connection with this Contest in and in connection with advertising, marketing, promotional, and/or publicity purposes for the Contest, Contest Entities, and all uses of the Submission permitted herein, worldwide and in all forms of media and by any and all means and media now known or hereafter developed, in perpetuity, without any obligation, notice, or further compensation to the winners.

Without limiting the generality of the foregoing, each entrant hereby grants the Contest Entities the right to film, photograph, record and edit his or her appearance during all Contest-related activities, Stream (collectively, the "Appearance") and the right, but not the obligation, to use such Appearance in any and all media, devices, processes and technology now known or hereafter devised in perpetuity throughout the universe without further notice or compensation. Each entrant hereby acknowledges and agrees that the Appearance shall be deemed a work-made-for-hire for the Contest Entities, and therefore, the Contest Entities shall be the author and copyright owner thereof for all purposes throughout the universe. If the foregoing does not operate to fully vest in the Contest Entities any or all of the rights in the Appearance, entrant hereby irrevocably grants, transfers, sells and assigns to the Contest Entities, their successors and assigns, all present and future right, title and interest of every kind and nature whatsoever, including, without limitation, all copyrights, and all rights incidental, subsidiary, ancillary or allied thereto (including, without limitation, all derivative rights and any and all other ownership and exploitation rights now or hereafter recognized in any territory) in and to the Appearance for exploitation throughout the universe, in perpetuity, by and in any and all media, devices, processes and technology now known or hereafter devised in perpetuity throughout the universe without further notice or compensation. The Contest Entities shall have the right, in their sole discretion, to edit, composite, morph, scan, dub, duplicate, fictionalize or otherwise alter the Appearance for any purpose which the Contest Entities deem necessary or desirable. Each entrant hereby irrevocably waives any and all so-called moral rights he or she may have in the Appearance, and agrees that he or she will make no claim of any kind against the Contest Entities as a result of any of the uses described above, and irrevocably and unconditionally waives and releases the Contest Entities from any and all claims, demands, and liabilities of any kind or nature whatsoever arising out of or in connection with such use including, without limitation, any and all claims, demands, or liabilities for invasion of privacy, infringement of the right of publicity, defamation (including libel and slander) and any other personal and/or property rights.

9. **REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION**. Each entrant represents and warrants as follows: (i) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity; (ii) the Submission meets the Submission Requirements and does not and will not violate any applicable laws and is not and will not be defamatory or libelous; (iii) entrant is the owner of the Car and holds title to the Car free and clear of any liens or encumbrances. Each entrant agrees to indemnify the Contest Entities and hold them

harmless from and against any and all third party claims, liability, judgments, losses, damages, costs, and expenses, including penalties, interest and reasonable outside attorney's fees and costs in the defense and disposition of such matters arising out of, resulting from, based upon or incurred because of a breach or allegation that, if true, would constitute a breach by entrant of his or her representations, warranties, covenants or obligations hereunder, including, without limitation, any action or statement made by entrant while participating in the Contest.

10. GENERAL. Each entrant (and any minor entrant's parent or legal guardian) agrees that the Contest Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, property damage, damage to entrant's vehicle, due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize, any Modifications (including damage to any prize winner's Car), and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's, or any other person's, computer system which is occasioned by participating in the Contest, or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, Sponsor is not responsible for incomplete, illegible, misdirected, misprinted, late, lost, damaged, stolen, or postage-due Submissions or prize notifications; or for lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions; or for any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information, or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest, to be acting in violation of these Official Rules, or to be acting in an unsportsman-like or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, softwaregenerated or other automated multiple entries will be accepted. If a dispute as to the identity of the individual who actually submitted a Submission cannot be resolved to Sponsor's satisfaction, the affected Submission may be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Contest if it determines, in its sole discretion, that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Contest as contemplated herein. In the event an insufficient number of eligible Submissions are received and/or Sponsor is prevented from awarding prizes or continuing with the Contest as contemplated herein by any event beyond its control, including but not limited to fire, flood, earthquake, windstorm, epidemic, pandemic, public health crisis, disease, virus, sickness or outbreak or other similar or dissimilar natural disaster; act of God or public enemy; riot or civil disturbance, act of any government or governmental authority, power failure, satellite or equipment failure, failure of telecommunications lines or failure or breakdown of plant, machinery or vehicles operated by a third party; labor dispute, strike, or lockout; actual or threat of war, armed conflict, terrorist attacks, war (declared, undeclared or threatened), explosion, nuclear, or chemical or biological contamination; or a government imposed travel ban, restriction on movement or gatherings, or other government imposed mandate of any kind, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor reserves the right to modify, suspend, or terminate the Contest. If the Contest is terminated before the designated end date, Sponsor may (if possible) select the winner from all eligible, nonsuspect entries received as of the date of the event giving rise to the termination. Only the type and quantity of prizes described in these Official Rules will be awarded. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

- 11. NATURE OF RELATIONSHIP/WAIVER OF EQUITABLE RELIEF. Each entrant (and any minor entrant's parent or legal guardian) hereby acknowledges and agrees that the relationship between the entrant and the Contest Entities is not a confidential, fiduciary, or other special relationship, and that the entrant's decision to provide the entrant's Submission to Sponsor for purposes of the Contest does not place the Contest Entities in a position that is any different from the position held by members of the general public with regard to elements of the entrant's Submission. Each entrant understands and acknowledges that the Contest Entities have wide access to ideas, stories, designs, and other literary materials, and that new ideas are constantly being submitted to it or being developed by their own employees. Each entrant also acknowledges that many ideas may be competitive with, similar or identical to the Submission and/or each other in theme, idea, plot, format or other respects. Each entrant acknowledges and agrees that such entrant will not be entitled to any compensation as a result of any Contest Entity's use of any such similar or identical material. Each entrant acknowledges and agrees that the Contest Entities do not now and shall not have in the future any duty or liability, direct or indirect, vicarious, contributory, or otherwise, with respect to the infringement or protection of the copyright in and to the Submission. Finally, each entrant acknowledges that, with respect to any claim by entrant relating to or arising out of a Contest Entity's actual or alleged exploitation or use of any Submission or other material submitted in connection with the Contest, the damage, if any, thereby caused to the applicable entrant will not be irreparable or otherwise sufficient to entitle such entrant to seek injunctive or other equitable relief and entrant's rights and remedies in any such event shall be strictly limited to the right to recover damages, if any, in an action at law.
- 12. **NO OBLIGATION TO USE**. Sponsor shall have no obligation (express or implied) to use any Submission, or to otherwise exploit any Submission or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of the Submission for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.
- 13. **FURTHER DOCUMENTATION**. If Sponsor shall desire to secure additional assignments from the entrant(s), or other documents as Sponsor may reasonably require in order to effectuate the purposes and intents of these Official Rules, then each entrant agrees to sign the same upon Sponsor's request therefor.
- 14. **DISPUTES**. This Contest is governed by the laws of the United States and the State of California, without respect to any choice of law or conflict of law principles that would result in the application of any law other than that of California. As a condition of participating in this Contest, entrants agree that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Contest, shall be resolved individually through binding arbitration, without resort to any form of class action, in accordance with the arbitration provision set forth below.
- 15. **ARBITRATION PROVISION**. By participating in this Contest, each entrant (and any minor entrant's parent or legal guardian) agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the Contest Entities relating to, arising out of or connected in any way

with (a) the Contest, (b) the awarding or redemption of any prize, and/or (c) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Newport Beach, California; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable entrant may have entered into in connection with the Contest; (v) the arbitrator shall apply Colorado law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the entrant or Sponsor; (viii) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (ix) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com.

- 16. **NFL DISCLAIMER**. This Contest is not sponsored or administered by the National Football League ("**NFL**"). Any questions, comments or complaints regarding the Sweepstakes will be directed to the Sponsor and not to the NFL. NFL and the NFL shield design are registered trademarks of the National Football League. All other NFL-related trademarks are trademarks of the National Football League.
- 17. **WINNERS LIST/OFFICIAL RULES**: To obtain a copy of any legally required winners list, send a self-addressed stamped envelope to: The **Bolt My Ride** Winners List, Chargers Football Company, LLC, 3333 Susan Street, Costa Mesa, California 92626. All such requests must be received within six (6) weeks after the end of the Promotion Period. These Official Rules will be posted on the Website during the Promotion Period.