

## KIA Motors America, Inc. / CINCINNATI BENGALS "TEST DRIVE FOR GEAR" PRO SHOP OFFER

### Terms and Conditions

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

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 Gear" 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").

- 1. Cincinnati Bengals Gift Card Offer.** With a test drive of a new 2020 or 2021 Kia vehicle at a participating Cincinnati Kia retailer during the Offer Period (defined below), 600 eligible individuals will one \$25 gift card to the Bengals Pro Shop.
- 2. 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 (2020 or 2021 models only)** at one (1) of the six (6) participating Cincinnati Kia retailers listed below in this Section 2 between the dates of October 1st, 2020 and January 1st, 2021 (the "Offer Period") or while supplies last. Each eligible individual that satisfies the Offer requirements will receive one \$25 gift card to the Bengals Pro Shop. 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

- 3. Eligibility.** Except as set forth in this Section 3, this Offer is only open to legal residents of Ohio, Indiana 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. 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 gift cards.

4. **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 gift cards remaining to be distributed as part of the Offer. Please note that there is no guarantee that if gift cards are available at such time that they will continue to be available.
5. **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 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.
6. **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.
7. **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.
8. **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.
9. **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 GIFT CARD 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 GIFT CARD, 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.

10. **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.