

January 2024 Future Collector Car Show Photo Contest

OFFICIAL RULES

PLEASE READ THESE RULES CAREFULLY. BY ENTERING OR PARTICIPATING IN THIS CONTEST YOU AGREE TO BE BOUND BY THESE TERMS/OFFICIAL RULES. VOID WHERE PROHIBITED BY LAW.

- 1. Eligibility:** The January 2024 Future Collector Car Show (“FCCS”) Photography Contest (the “Contest”) is open to legal residents of the 50 United States and the District of Columbia, who are at least 18 years of age. Participation in the Contest constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to this Contest. Winning the prize is contingent upon fulfilling all requirements set forth herein. The Contest is subject to all applicable federal, state and local laws and regulations and is void where prohibited by law. The following persons are not eligible to enter the Contest: (a) employees of Barrett-Jackson Auction Co. LLC (“Company”), its affiliates, subsidiaries, parent companies, officers or employees; (b) officers, employees or agents of any organizations directly involved with this Contest, and (c) immediate family members and persons living in the same household as the persons identified in (a) and (b) above.
- 2. Sponsor:** Barrett-Jackson Auction Company, LLC (“Barrett-Jackson”), 15555 N. 79th Place, Scottsdale, AZ 85260.
- 3. Contest Period:** The Contest begins on January 21, 2024, at 8:00am MST and ends on February 9, 2024 at 11:59 pm MST. All entries must be entered or received by February 9, 2024.
- 4. How to Enter:** The photos must be taken onsite during the FCCS on January 21, 2024 on the “Polo Fields” at Westworld in Scottsdale, Arizona and each entry must be submitted via the FCCS website, available at: <https://fccs.barrett-jackson.com/> Each entrant may submit up to five photos. All entries, once submitted, become the property of Sponsor and will not be acknowledged or returned. Use of any automated system or of multiple accounts to enter the Contest is prohibited and may result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries, which will be disqualified. Display or publication of any photo on Sponsor’s websites, social media, or otherwise does not indicate the entrant will be selected as a winner. Sponsor will not be required to pay any consideration or seek any additional approval in connection with use of an entry.
- 5. Requirements for Entry:**

Entries must have the name, e-mail address, and phone number of the entrant included in the entry. Entries received without this information will not be considered.

1. The photo submitted must be entrant's original, previously unpublished creation and owned and taken solely by the entrant.
2. Photo must be taken during FCCS on January 21, 2024, on the Polo Field at WestWorld of Scottsdale, in Scottsdale, Arizona.
3. Entrant must have permission from any individuals that appear in the photo to use their name and likenesses in the photo and to grant the rights set forth herein. If requested, entrant shall be able to provide such permissions in a form acceptable to Sponsor.
4. Only previously unpublished photos may be entered.
5. The photos submitted should capture the vibe of the FCCS with your best shot!
6. The photos submitted shall not be derogatory, offensive, threatening, defamatory, disparaging, libelous or contain any content that is inappropriate, indecent, sexual, profane, tortious, slanderous, discriminatory in any way.
7. The photo submitted shall not contain material that violates, misappropriates or infringes upon any law or regulation or the rights of any third party including, but not limited to, any copyright, trademark or any rights of publicity or privacy, or any other intellectual property or proprietary rights.
8. By entering the Contest, entrants warrant and represent that they are the exclusive owners of the photo submitted and have obtained all permissions necessary for Sponsor to display, post, license, publish or use the photo submitted as set forth in these Official Rules and in promotional materials relating thereto.

6. License to Use Entries and/or Photo Submissions: By entering or participating in the Contest, all entrants hereby irrevocably grant to Sponsor, its affiliates, licensees, agents and service providers a royalty-free, fully paid-up, perpetual, transferable, sublicensable, worldwide, non-exclusive license to use, perform, display, reproduce, distribute, modify, make derivative works of, make, have made, sell, offer to sell, import, and otherwise exploit the photos or images submitted and/or each element of an entrant's entry (including, but not limited to, the photos submitted) in connection with the Contest, the promotion of the Contest, Sponsor's business activities, FCCS, and in any other manner at the discretion of Sponsor or its licenses in any media now or hereafter known including, but not limited to, on social media pages and other digital media, newsletters, digital content, third party sites, print materials, television and other broadcast media, for marketing and/or advertising in perpetuity.

To the fullest extent permitted by applicable law, entrant hereby irrevocably waives all legal and equitable rights relating to all liabilities, claims, demands, actions, suits, damages, and expenses, including but not limited to claims for copyright or trademark infringement, infringement of moral rights, libel, defamation, invasion of any rights of privacy (including intrusion, false light, public disclosure of private facts, and misappropriation of name or likeness), violation of rights of publicity, or any similar claim or cause of action in tort, contract, or any other legal theory, now known or hereafter known in any jurisdiction throughout the world (collectively, "Claims"), arising directly or indirectly from the exercise of rights by Sponsor, its affiliates, licensees, agents and assignees and other working for it or on its behalf under these Rules or the

production, exhibition, exploitation, advertising, promotion, or other use of entrant's entry, and whether resulting in whole or in part from the negligence of Sponsor, its affiliates, licensees, agents and assignees and other working for it or on its behalf, or any other person, and entrant hereby covenants not to make or bring any such Claim against Sponsor, its affiliates, licensees, agents and assignees and other working for it or on its behalf, and forever releases and discharges the Sponsor, its affiliates, licensees, agents and assignees and other working for it or on its behalf from liability under such Claims.

Display or publication of any photo on Sponsor's website, social media, or otherwise does not indicate the entrant will be selected as a winner. Sponsor will not be required to pay any consideration or seek any additional approval in connection with use of an entry.

7. **Winner Determination:** Once all entries have been submitted, they will be judged by automotive photographer Larry Chen and the 2023 FCCS photo winner, Brandon Lockett at the conclusion of the Contest period based generally on the following judging criteria:

- Creativity
- Fit to the Contest theme
- Quality of Picture

In the event of a tie for a potential winner, the head judge will select the potential winner based on creativity of the photo.

8. **Winner Notification:** The potential prize winner will be notified by email at the addresses provided on the entry form. If the potential prize winner cannot be contacted within five days after the date of the first attempt to contact him/her or the prize is returned as undeliverable, the potential prize winner forfeits the prize and Sponsor reserves the right to award the prize to another entrant. The potential prize winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The prize will be fulfilled approximately 4-8 weeks after the conclusion of the Contest.

9. **Prizes:** There will be one prize as follows: \$1,000 and an FCCS swag bag. Prize winner is responsible for all taxes and fees, if any, associated with prize receipt.

10. **General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other Contest or in an inappropriate, unsportsmanlike or disruptive

manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that.

11. LIMITATION OF LIABILITY/MISCELLANEOUS: By participating in this Contest, entrants agree to release, hold harmless, and agree not to institute any claim against Sponsor/Company and any administrator of the Contest and each of their respective parent companies, affiliates, subsidiaries, and their respective officers, directors, employees, agents, and representatives (collectively, "Released Parties") from any and all liability whatsoever for any injuries, losses, harm, or damages of any kind arising from or in connection with, either directly or indirectly: a) the awarding, acceptance, receipt, possession, use and/or misuse of any prize awarded herein; and/or b) participation in the Contest or any prize related activities. Upon delivery of the prize to the winner, Company will be deemed to have awarded the prize to the winner with winner assuming full responsibility for the prize. Released Parties are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, website, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to your or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Under no circumstances will entrants be permitted to obtain awards for, and entrants hereby waive all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, and entrants further waive all rights to have damages multiplied or increased.

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

Company assumes no responsibility for any damage to an entrant's computer system which is occasioned by accessing any website or otherwise participating in this 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, Company 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. Company reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike 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 Company reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.

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 Company. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these 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. By participating in the Contest, each entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering the Contest if any, but in no event will entrant's attorneys' fees be awarded or recoverable; and (iii) 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 or consequential damages and/or any other damages, other than actual out of pocket expenses, and/or any and all rights to have damages multiplied or otherwise increased. Each entrant further agrees to indemnify and hold harmless the Released Parties from any and all liability resulting or arising from the Contest, to release all rights to bring any claim, action or proceeding against the Released Parties, and hereby acknowledge that the Released Parties shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (a) by any wrongful, negligent or unauthorized act or omission on the part of the prize supplier or any of its agents, servants, employees or independent contractors, (b) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, or (c) by any other cause, condition or event whatsoever beyond the control of the Released Parties or their parents, subsidiaries and affiliated companies.

If, for any reason, the Contest is not capable of running as planned, including infection by computer virus, bugs, tampering, pandemic, severe weather, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Company, Company reserves the right at its sole discretion to cancel, terminate, modify or suspend the Contest and select winners from among all eligible entries prior to the cancellation. Persons found tampering with or abusing any aspect of this Contest, or whom Company believes to be causing malfunction, error, disruption or damage will be disqualified. Use of automated or programmed methods of effecting entry is prohibited. Company reserves the right to correct any typographical, printing, computer programming or operator errors. Void where prohibited or restricted by law and subject to all applicable federal, state, local and municipal laws and regulations.

Each entrant acknowledges that there is a possibility that, subsequent to their involvement with this Contest and adherence to these Official Rules they may discover facts or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known by them at that time may have materially affected their decision to enter this Contest. Such entrants acknowledge and agree that by reason of these Official Rules, and the release contained

in the preceding subsections, they are assuming any risk of such unknown facts and such unknown and unsuspected claims. Such entrants acknowledge that they have read these Official Rules and, as such, hereby have been advised of the existence of Section 1542 of the California Civil Code, which provides: “**A general release does not extend to claims that the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.**”

12. CHOICE OF LAW; EXCLUSIVE VENUE: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Company in connection with this Contest, shall be governed by, and construed in accordance with, the substantive laws of the State of Arizona, without regard to its conflict of law principles. Any dispute, proceeding, or controversy relating to or arising out of these Official Rules or the Contest shall be resolved exclusively in the courts located in Maricopa County, Arizona and no other court.

13. CONTEST RULES: These Official Rules may be obtained by writing to: Grassroots Department, Barrett-Jackson Auction Co., LLC, 15555 N. 79th Place, Scottsdale, Arizona, 85260 or via e-mail at media@barrett-jackson.com. Requests must be received by February 15, 2024 in order to be considered.

14. WINNER LIST: To obtain a winner list by mail, send a self-addressed stamped envelope to: Photo Contest Winner List Request, Grassroots Dept., Barrett-Jackson Auction Co., LLC, 15555 N. 79th Place, Scottsdale, Arizona, 85260. Requests must be received by February 15, 2024 in order to be considered. Prize winner(s) expressly agrees to Sponsor’s use of his/her name for this purpose.

COMPANY CONTACT INFORMATION: Barrett-Jackson Auction Co, LLC, 15555 N. 79th Place, Scottsdale, Arizona, 85260; 480.421.6694.

15. PRIVACY: Company will collect personal data about entrants in accordance with its privacy policy. Please review the Company's privacy policy at Barrett-Jackson.com (<https://www.barrett-jackson.com/Policies/Home/PrivacyPolicy>) for further details. By participating in the Contest, you hereby agree to Company's collection and usage of your personal information in accordance with its privacy policy and acknowledge that you have read and accepted Company's privacy policy. Entrants agree that personal data submitted with an entry, including but not limited to name, mailing address, phone number and email address may be collected, processed, shared, disclosed, stored, maintained and otherwise used by Sponsor for the purposes of conducting and administering the Contest, for marketing purposes by the Sponsor and for any other purpose outlined in these Official Rules.