

MOTORCRAFT® TAILGATE SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT’S CHANCES OF WINNING.

The Motorcraft® Tailgate Sweepstakes (“Promotion”) is sponsored by Ford Motor Company, 16800 Executive Plaza Drive, Dearborn MI 48126 (“Sponsor”).

1. **PROMOTION PERIOD:** The Promotion begins on March 1, 2021 at 12:00 AM (midnight) Eastern Time (“ET”) and ends on October 3, 2021 at 11:59:59 PM ET (“Promotion Period”). The Sponsor’s computer is the Promotion’s official clock. The Promotion consists of an instant win game (“Game”) and a sweepstakes (“Sweepstakes”) each as described below. During the Promotion Period, Instant Prizes will be available as follows:

Game Periods	Start Date (12:00 A.M. E.T.)	End Date (11:59:59 P.M. E.T.)	Number of Instant Prizes (defined in Rule 5 Available to be Won)
Game Period 1	3/1/21	4/3/21	5
Game Period 2	4/4/21	4/17/21	5
Game Period 3	4/18/21	5/8/21	5
Game Period 4	5/9/21	6/12/21	5
Game Period 5	6/13/21	6/19/21	10
Game Period 6	6/20/21	7/10/21	5
Game Period 7	7/11/21	8/28/21	5
Game Period 8	8/29/21	9/18/21	10

An entrant may enter the Promotion from September 19, 2021 through October 3, 2021 but will only receive an Entry, defined in Section 3B below, but will not receive a Game Play.

2. **ELIGIBILITY:** This Promotion is open only to legal residents of one of the fifty (50) United States (including the District of Columbia) and who are at least eighteen (18) years old at the time of entry. Employees of Sponsor, Xperience Communications, Mercury Promotions and Fulfillment (“Mercury”), GTB, Campbell Marketing & Communications, the Ford Dealers and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, “Promotion Entities”) and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the “steps” of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law. All people who are eligible to participate in this Promotion are referred to as “Entrants.”

Participation in the Promotion constitutes Entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Promotion. For purposes of the Promotion, an Entrant’s e-mail address will be the e-mail address submitted at the time of entry. Entrants will not be allowed to change their e-mail address.

3. HOW TO PLAY THE GAME AND ENTER THE SWEEPSTAKES:

- A. Playing the Game:** During an Promotion Period, an eligible entrant (an “Entrant”) must visit www.motorcrafttailgate.com (the “Website”) and he/she must complete and submit the registration form including, but not limited to: his/her complete first and last name (no initials), street address (No P.O. Boxes), city, state, ZIP Code, valid e-mail address, telephone number, confirmation that he/she is at least eighteen (18) years old, and that he/she has read and agreed to the Official Rules.

After completing registration, the Entrant must spin the wheel to play the Game. He/she will the receive a notification on the Website screen stating whether or not he/she has a won an “Instant Prize” as defined in Section 5 of these Official Rules (a “Game Play”).

Sponsor will also notify the potential winners via e-mail using the e-mail address provided by the Entrant during registration. Each Entrant who receives a “win” message will be deemed a potential winner pending confirmation and verification of the Entrant’s eligibility and compliance with these Official Rules, as determined by Sponsor in its sole and absolute discretion. All potential winning Game Plays are subject to verification by Sponsor, whose decisions are final and binding. An Entrant is not a winner of any prize, even if the Game Play should so indicate, unless and until Entrant’s eligibility and the potential winning Game Play have been verified and Entrant has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. Any Game Play that occurs after the system has failed for any reason is deemed a defective Game Play, is void, and will not be honored.

Each Entrant may be required to furnish proof of identification and other proof of eligibility under these Official Rules. In the event of a dispute as to any registration or play, the authorized account holder of the e-mail address used to register will be deemed to be the Entrant or player. The “authorized account holder” is the natural person assigned an e-mail address by an Internet access provider or online service provider responsible for assigning e-mail addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. If it is discovered that an Entrant has registered or attempted to register more than once during the Promotion Period using multiple e-mail address, or multiple identities, all of that Entrant’s Promotion entries will be declared null and void and any prize he/she might have been entitled to will not be awarded.

- B. Entering the Sweepstakes:** Each valid Game Play will result in one (1) entry into the Sweepstakes (an “Entry”).
- C. Limit.** Limit one (1) Game Play/Entry per Eligible Entrant during the entire Promotion Period.

IMPORTANT: MESSAGE AND DATA RATES MAY APPLY IF AN ENTRANT ENTERS THIS PROMOTION ON HIS/HER MOBILE DEVICE. NOT ALL MOBILE TELEPHONE/WIRELESS PROVIDERS CARRY THE SERVICE NECESSARY TO PARTICIPATE IN THIS PROMOTION. ENTRANTS SHOULD CONSULT THEIR WIRELESS PROVIDER'S PRICING PLANS. MOBILE ENTRY IS NOT REQUIRED TO ENTER OR WIN A PRIZE IN THIS PROMOTION.

4. RANDOM SWEEPSTAKES DRAWING: On or about October 5, 2021, Mercury will randomly select one (1) potential “Grand Prize” (defined in Section 5 of these Official Rules) winner from all eligible Entries received during the Promotion Period. The potential “Grand Prize” winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules. The Sponsor and its representative’s decisions are final and binding on all matters relating to this Promotion.

5. PRIZES, APPROXIMATE RETAIL VALUES, AND ODDS OF WINNING:

A. Sweepstakes Grand Prize (1): The “Grand Prize” is a four (4) day/three (3) night trip for up to two (2) people (the Grand Prize winner and one (1) guest of his/her choosing) to attend the NASCAR® Championship race (the “Race”) scheduled to be held on November 7, 2021 at Phoenix Raceway located in Avondale, Arizona. The Grand Prize includes round-trip coach class air transportation from a major commercial airport near the Grand Prize winner’s residence (selected in Sponsor’s sole discretion) to the Phoenix Sky Harbor International Airport, three (3) night stay at a hotel selected by the Sponsor in its sole and absolute discretion (two rooms), ground transportation to/from Phoenix Sky Harbor International Airport to hotel and to/from hotel to Phoenix Raceway, two 2 VIP tickets for the Race and a check/gift card to the Grand Prize winner in the amount for Three Hundred Dollars (\$300.00) to serve as a food allowance.

The guest must execute a Liability and Publicity release (unless prohibited by law) as provided by Sponsor or its agent. If the guest is a minor, he/she must be the minor child/ward of the Grand Prize winner and his/her parent/legal guardian must execute the Liability & Publicity Release (unless prohibited by law) on the minor’s behalf. If a Grand Prize winner elects to participate without a guest, no additional compensation will be awarded.

The Grand Prize winner and his/her guest are solely responsible for obtaining any desired or necessary travel documents (including without limitation a valid government-issued photographic identification). If a winner resides within 250 miles of the Phoenix, Arizona metropolitan area (as determined by Sponsor in its sole discretion), Sponsor may substitute ground transportation in lieu of airfare and no additional compensation will be awarded to the winner.

All other costs, fees and expenses not expressly set forth in these Official Rules are not included in the Grand Prize. The Grand Prize winner will be responsible for all gratuities, meals, ground transportation, and any other incidental costs or expenses not identified in these Official Rules. Travel must be taken on dates specified by Sponsor, which may be modified in Sponsor’s sole discretion. The Grand Prize winner and guest must travel on the same itinerary. The Grand Prize winner and his/her guest hereby acknowledges that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance for any part of the Grand Prize. The Grand Prize winner will be required to provide a major credit card upon hotel check-in, and all in-room charges will be charged to the credit card. Any damage to the room will be the responsibility of the winner.

Sponsor is not responsible if the Race is delayed, postponed, or canceled for any reason. Grand Prize winner will not receive compensation from Sponsor for tickets that the winner is unable to use due to cancellation of the event. Grand Prize winner agrees that Race admission is awarded pursuant to a revocable, nontransferable license that is personal to that applicable winner, and may not be sold, resold, auctioned, bartered, assigned,

exchanged, placed in commerce, transferred, given away, donated or otherwise conveyed. The Race organizers reserve the right to remove or to deny entry to the Grand Prize winner and/or his/her guest if either the Grand Prize winner or his/her guest violates the previous restrictions or engages in a disruptive manner, or with intent to abuse, threaten or harass any other person at the Race.

The Approximate Retail Value ("ARV") of the Grand Prize is Five Thousand Dollars (\$5,000.00). The actual value of the Grand Prize may vary depending on point of departure and fluctuations in the cost of air transportation. Any difference between the estimated ARV and the actual value of a Grand Prize will not be awarded. No more than one (1) Grand Prize will be awarded.

NOTE: If due to COVID-19 or other similar restrictions, the general public is not permitted to attend the Race or seating is limited in such a manner as that the Sponsor believes it is unable to award the Grand Prize, the Sponsor may give the Grand Prize winner a choice to receive either a cash prize of Five Thousand Dollars (\$5,000.00) or to attend the 2022 Race at the Phoenix Raceway. In addition, the Grand Prize winner and guest must comply with all COVID-19 testing, masking, social distancing and all other guidelines and protocols established by the airlines, airports, the hotel, NASCAR, the Phoenix Raceway, transportation services, any other vendors or providers for the Grand Prize, and/or any governmental entity. If the Grand Prize winner and/or guest do not comply with these protocols or if the Grand Prize winner and/or guest tests positive for COVID 19 when participating in the Grand Prize, then the Grand Prize or any portion thereof may not be awarded.

B. Instant Prizes (50): Each "Instant Prize" is a tailgate kit containing the items set forth below. Note that all items in the tailgate kit are subject to availability and the Sponsor reserves the right to substitute one item with another item of equal or greater value:

- Two (2) Stainless Tumblers
- Two (2) Twill Hats
- One (1) Divot Tool / Bottle Opener
- One (1) Pack of Racing Coasters
- One (1) Blanket
- Two (2) Cinch Bags
- Two (2) Measuring Tapes
- Two (2) Hacky Sacks
- One (1) 24 Can Cooler
- One (1) \$50 Visa® Pre-paid Debit Card (the "Card")

The ARV of each Instant Prize is Two Hundred Fifty Dollars (\$250.00). The total ARV of all Instant Prizes is Twelve Thousand Five Hundred Dollars (\$12,500.00).

C. General Conditions on Prizes:

Each Card is subject to the terms and conditions set forth on the Card or online. The use of Card constitutes the user's acceptance of the voucher/gift card's terms and conditions

so each winner should read the terms and conditions on the Card carefully. Each Card will not be redeemed or exchanged for cash, except where required by law. Each Card will not be replaced or replenished if it lost, stolen, damaged, destroyed or used without your permission and will be voided if altered or defaced.

Limit one (1) Instant Prize and one (1) Grand Prize per household for the entire Promotion Period.

Prizes are non-transferrable and non-substitutable, except by Sponsor in its sole discretion. Sponsor reserves the right to substitute a similar prize of comparable or greater value. All taxes and other expenses, costs, or fees associated with the acceptance and/or use of a prize(s) are the sole responsibility of winner(s). If a prize is unclaimed within a reasonable time after notification from Sponsor, as determined by Sponsor in its sole discretion, it will be forfeited, and, time permitting, an alternate winner may be selected from the remaining eligible entries at Sponsor's sole discretion.

D. Total ARV: The total ARV of all prizes available in this Promotion is Seventeen Thousand Five Hundred Dollars (\$17,500.00).

E. Odds of Winning: Instant Prizes are randomly time-seeded throughout each Game Period and awarded to the Entrant whose Game Play is or after the time the Instant Prize is randomly seeded. Odds of winning depend on the number of eligible Game Plays received and the order in which such plays are received. Potential winners are subject to verification of eligibility and compliance with these Official Rules. The odds of winning the Grand Prize depend on the total number of eligible Entries received during the entire Promotion Period.

6. WINNER NOTIFICATION AND VERIFICATION: Potential winners are subject to verification of eligibility and compliance with these Official Rules. Instant Prize winners will receive notification on screen during the Game Play. Each Instant Prize will be mailed to the street address provided by the potential Instant Prize winner at the time of registration. Each Instant Prize may be shipped within 1-3 days from the date of the winning Game Play.

The potential Grand Prize winner will receive notification from Mercury via e-mail on or about October 6, 2021. The potential Grand Prize winner will be required to sign and return an Affidavit of Eligibility and Liability/Publicity Release (except where prohibited) and any other requested documents within five (5) calendar days from the date of attempted notification or the Grand Prize may be forfeited in its entirety and awarded to an alternate winner, at the Sponsor's sole and absolute discretion.

If any potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept a prize, or in the event that a winner fails to return any required paperwork within the allotted timeframe (if applicable), the prize may be forfeited. If a prize is forfeited for any reason, it may be awarded to an alternate potential winner, at the Sponsor's sole and absolute discretion, selected at random from the remaining pool of eligible entries received during the Promotion Period, time permitting. If Sponsor is unable to confirm any winner after three (3) good faith attempts, the prize may not be awarded. Each potential winner may be required to furnish proof of identification and other proof of eligibility under these Official Rules. Promotion Entities shall not be responsible or liable for entries that are entered by other than human means (such as by an automated computer program or other non-human mechanism, entity or device), in excess of the stated limit, or for entries that are

late, forged, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, garbled, or otherwise not in compliance with the Official Rules, and all such entries will be disqualified. The right to receive a prize is non-assignable, non-transferable and no prize substitution, exchange or cash equivalent will be allowed, except by Sponsor who reserves the right to substitute a prize of equal or greater value in case of the unavailability of a prize or force majeure. **Federal, state and local taxes, if any, are solely the responsibility of each winner. Sponsor will issue an IRS Form 1099-MISC for each winner whose prize is valued at \$600 or more.** ARVs are as of the time the Official Rules were printed and the value of the prize may fluctuate. A winner is not entitled to any difference between the ARV and the actual value of the prize at the time the prize is awarded. All other costs and expenses not expressly set forth herein shall be solely each winner's responsibility. The Promotion Entities shall not be held responsible for any delays in awarding a prize for any reason. Prizes will only be awarded to verified winners.

- 7. LIMITATION OF LIABILITY:** By participating in this Promotion, Entrants agree that the Promotion Entities and each of their respective representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Promotion; (vii) any injury or damage, whether personal or property, to Entrants or to any person's computer related to or resulting from participating in the Promotion and/or accepting a prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Promotion Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Promotion, each Entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Promotion, including, but not limited to, any Promotion-related activity or element thereof, and the Entrant's entries, participation or inability to participate in the Promotion; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by Entrant.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of a winner in a manner it deems fair and reasonable, including the selection of a winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical, administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE PRIZE, IS PROVIDED "AS IS" SUBJECT TO ANY WARRANTY PROVIDED BY SPONSOR.

- 8. DISPUTES: THIS PROMOTION IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN WAYNE COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN WAYNE COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR PROMOTION ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE PROMOTION PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.**
- 9. PRIVACY:** Personal information collected from Entrants is subject to the Ford Motor Company's Privacy Policy located on [Ford® Privacy Policy | Ford.com](#). By entering the Promotion, you expressly agree to the terms of the Privacy Policy.
- 10. PUBLICITY RIGHTS:** By participating in this Promotion, each Entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Promotion for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

11. GENERAL: Any attempted form of participation in this Promotion other than as described herein is void. Sponsor reserves the right to disqualify any Entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Promotion; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Promotion. Any attempted form of participation in this Promotion other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Promotion will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the prize documents will not affect the validity or enforceability of any other provision. No Entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Promotion details contained in these Official Rules and Promotion details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Promotion as set forth in these Official Rules shall prevail.

12. WINNERS LIST: For the winners list, interested individuals should mail a self-addressed stamped business envelope to: Motorcraft® Tailgate Sweepstakes, 35610 Mound Road, Dept 900, Sterling Heights MI 48310. Winners List requests must be received no later than November 30, 2021.

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