

**THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER UNLESS YOU ARE ELIGIBLE (SEE SECTION 1) AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.**

**BMW TICKETS & TRACK TIME SWEEPSTAKES ("SWEEPSTAKES")  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

**1. ELIGIBILITY:** The Sweepstakes is open to individuals who are legal U.S. residents residing within a fifty (50) mile radius of Charleston, South Carolina and twenty-one (21) years of age or older at the time of entry. Void where prohibited. Employees, officers, directors, contractors and agents of The Southern Region Advertising Council, Inc. ("Sponsor"), BMW of North America LLC ("BMW NA"), participating BMW dealerships, Genesco Sports Enterprises, Inc. ("Administrator"), each of their respective parent, subsidiary and affiliated companies, Web masters/suppliers, advertising and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively "Sponsor and Promotion Parties"), and each of their respective IRS dependents, immediate family members (spouse, parent, child, sibling and their respective spouses), and individuals residing in their same household are not eligible to participate or win. The Sweepstakes is subject to applicable federal, state, and local laws and regulations. Sponsor and Administrator reserve the right, at any time, to verify eligibility requirements in any manner it deems appropriate. By participating, participants agree to these Official Rules, which are final and binding in all respects.

NOTE: Redemption of a Grand Prize requires that a Grand Prize Winner must possess a valid driver's license.

**2. SWEEPSTAKES TIMING AND OVERVIEW:** The Sweepstakes begins on August 1, 2023 at 8:00:00 a.m. Eastern Time ("ET") and ends on December 31, 2023 at 11:59:59 p.m. ET ("Sweepstakes Period"). The time clock of the computer administering this Sweepstakes is the official clock for this Sweepstakes.

The Sweepstakes consists of multiple entry periods and drawings. There will be an Event Drawing (defined in Section 4) for each event offered for the Sweepstakes and two (2) Grand Prize Drawings. Each time an entrant submits an entry for a particular Event Drawing (defined in Section 4), the entrant automatically receives one (1) entry into the Grand Prize Drawing (defined in Section 4). See below for details regarding the events, entry due dates, and drawing dates.

Event	Entry Due Date*	Drawing Date	Event (at North Charleston Coliseum and Performing Arts Center)	Event Date	Number of Tickets Awarded
1	09/04/23	09/05/23	Joe Gatto	09/14/23	2
2	09/04/23	09/05/23	Koe Wetzel	09/16/23	2
3	11/05/23	11/06/23	Frankie Valli and the Four Seasons	11/17/23	2
4	11/26/23	11/27/23	Nurse Blake	12/06/23	2
5	12/11/23	12/12/23	Nutcracker	12/26/23	4

\*To be eligible for a particular Event Drawing, your entry must be received by 11:59:59 p.m. ET on the corresponding "Entry Due Date" listed in the table above. See Section 3 for additional details.

Grand Prize Entry Period	Start Date/Time	End Date/Time	Grand Prize Drawing Date
1	08/01/23, 8:00:00 a.m. ET	09/04/23, 11:59:59 p.m. ET	09/07/23
2	09/05/23, 12:00:00 a.m. ET	12/31/23, 11:59:59 p.m. ET	01/04/24

**3. TO ENTER:** During the Sweepstakes Period, go to [BMWTTTsweeps.eventsbmw.com](https://BMWTTTsweeps.eventsbmw.com) ("Website") or visit the North Charleston Coliseum and Performing Arts Center and use your mobile device to scan the code on a Sweepstakes advertisement to access the Website. Upon accessing the Website, follow the instructions to submit an entry. **Limit one (1) entry per person/email address per day.**

A participant cannot participate solely by scanning the code; participant must complete the online registration form. Participants must have a smart phone or other web-enabled device with a camera feature or code reader application and may incur data charges from their wireless service provider for use of the code, depending on their service plan. Participants are solely responsible for any such wireless or data charges associated with such use, including the downloading (if applicable) and use of the code reader. If you do not have a code reader on your phone or device, search for one in your mobile device's application store to find available code readers for your phone or device. Code readers may not be available on all devices. Check with your wireless service provider for details on these and any other applicable charges. Mobile entry is not required to submit an entry or win a prize in this Sweepstakes.

Entry submission must be manually keystroked or entered by the individual participant. All participants must have a valid email address to be contacted by the Administrator if they are selected as the winner. Multiple participants may not share the same email address. A potential winner may be requested to provide Sponsor with proof that he or she is the authorized account holder of the email address associated with the winning entry and/or an eligible participant. In the event of a dispute over the identity of a participant, the entry will be declared made by the authorized account holder of the email address used during the submission process. The "Authorized account holder" is the person who is assigned to the email address by the online service provider. A potential winner may be required to provide identification sufficient to show that he or she is the authorized account holder of such account. Automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified and transmissions from these or related email addresses/IP addresses may be blocked. Additionally, if it is discovered that a participant used multiple identities, email addresses, phone numbers and/or mailing addresses or manipulated such information, for the purpose of obtaining more than one (1) entry per day, he or she will be disqualified, and any prize won shall be forfeited.

#### **4. RANDOM DRAWINGS:**

**Event Drawings:** For each Event, one (1) potential winner will be selected in a random drawing to be held on or about the Drawing Date listed in Section 2 from among all eligible entries received for the Event. Entries do not carry forward to subsequent Event Drawings, however, all entries will carry forward to the applicable Grand Prize Drawing. Limit one (1) Event Prize per person/household.

**Grand Prize Drawing:** For each Grand Prize Entry Period, one (1) potential winner will be selected in a random drawing to be held on or about the Grand Prize Drawing Date listed in Section 2 from among all eligible entries received during the corresponding Grand Prize Entry Period. Entries received for the first Grand Prize Drawing do not carry forward to the second Grand Prize Drawing. Limit one (1) Grand Prize per person/household.

All random drawings will be conducted by the Administrator, whose decisions are final and binding in all matters regarding the Sweepstakes. Odds of winning depend on the number of eligible entries received for a given drawing.

#### **5. PRIZE DETAILS:**

**One (1) Event Prize will be awarded for each Event Drawing.** Each Event Prize consists of tickets (see table above in Section 2 for ticket quantity) for the designated Event corresponding to the applicable Event Drawing. All Events will take place at the North Charleston Coliseum and Performing Arts Center on the corresponding Event Date listed in Section 2. Approximate Retail Value ("ARV") of each ticket is \$150.00. **See Event Prize conditions below.**

**One (1) Grand Prize will be awarded for each Grand Prize Drawing (for a total of two (2) Grand Prizes for the Sweepstakes):** Each Grand Prize consists of one (1) certificate for a BMW One-Day Driver's School Experience ("Experience") at the BMW Performance Center in Greer, South Carolina. ARV of each Grand Prize is \$999.00. **See Grand Prize conditions below.**

**Event Prize conditions: Transportation, accommodations, parking and all other expenses or items not specifically listed herein are solely the responsibility of winner.** The Event is subject to change and cancellation. Sponsor is not responsible if an Event is delayed, postponed, or canceled for any reason. If the winner cannot attend the Event on the date specified, prize shall be forfeited and Sponsor shall have no further obligation to such individual. Tickets are subject to terms and

conditions as set by ticket issuer. Tickets will be provided to the winner via a mobile ticketing platform and are subject to the terms and conditions of such mobile ticketing platform. The winner will be required to provide a valid email address, download the applicable mobile ticketing app to his or her mobile device, and present tickets at the venue via mobile device. Data rates may apply. The winner is solely responsible for any such wireless or data charges associated with such use, including the downloading and use of mobile ticket app (if any). Restrictions, conditions and limitations may apply. Seating assignments are in Sponsor's sole discretion. Lost, stolen or damaged tickets will not be replaced or exchanged. Tickets are not for re-sale and cannot be sold after awarded. Winner agrees to comply with all applicable venue regulations in connection with the prize. If a guest is a minor, the minor guest must be accompanied by their parent or legal guardian who must be the winner or one of winner's guests. Sponsor and Promotion Parties reserve the right to remove or to deny entry to winner and/or guest who engages in a non-sportsmanlike or disruptive manner, or behaves with the intent to annoy, abuse, threaten or harass any other person at the Event.

**Grand Prize conditions: Transportation, accommodations, and all other expenses or items not specifically listed herein are solely the responsibility of winner.** The Experience is subject to terms and conditions as set by issuer including any expiration date as stated at the time the prize is awarded. Prize is subject to the rules and regulations of the BMW Performance Center and any other applicable sanctioning body, including the execution of separate waivers and/or release of liability as required. Winner must possess a valid driver's license. Winner must abide by all venue policies. Venue personnel reserves the right to revoke participation in the Experience from any participant who they deem, in their sole discretion, may be intoxicated, be a safety risk or have violated any venue policy or law or may bring the Sponsor or venue into disrepute. Any lost, stolen or damaged certificate will not be replaced or exchanged. BY ACCEPTING THE GRAND PRIZE, THE WINNER ACCEPTS THE INHERENTLY DANGEROUS NATURE AND RISK IN PARTICIPATING IN THE EXPERIENCE, INCLUDING PERSONAL INJURY AND/OR DEATH. WINNER ALSO ACKNOWLEDGES THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES (PARTICIPATING IN THE EXPERIENCE) HE OR SHE IS PARTICIPATING IN AND HE OR SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

Winner agrees that acceptance of the prize is done so entirely upon his or her own initiative, risk, and responsibility. No transfer, assignment, cash redemption, or substitution of a prize is permitted, except by Sponsor, who reserves the right to substitute a prize for a prize of comparable or greater value, in Sponsor's sole and absolute discretion. Taxes, if any, on the prize are solely the responsibility of the winner. Winner will be required to provide a valid social security number and will receive an IRS 1099 tax form for the ARV of the prize, if applicable. Winner must accept prize as stated by Sponsor, or prize may be forfeited and awarded to an alternate winner. Any difference between stated value and actual value of the prize will not be awarded.

**6. WINNER NOTIFICATION:** The potential winners will be notified by phone and/or email and will be required to follow the prize-claim instructions within the notification within forty-eight (48) hours (seventy-two (72) hours for a Grand Prize winner) or prize may be forfeited and awarded to an alternate winner (time permitting). As part of the prize-claim process, the potential Grand Prize winners (and the winner of an Event Prize where four (4) tickets are awarded) will be required to complete, sign and return an IRS Form W-9 (including their social security number) and an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release. All required documents must be returned to Administrator within the allotted time period (i.e. forty-eight (48) hours for the Event Prize winner(s) and seventy-two (72) hours for a Grand Prize winner). Sponsor and Administrator are not responsible for (a) suspended or discontinued landline, wireless or online service which may result in a potential winner not receiving a notification; (b) any change in participant's contact information; or (c) any undelivered or unanswered emails, including without limitation, emails that are not received because of the potential winner's privacy or spam filter settings which may divert any Sweepstakes email, including any winner notification email, to a spam or junk folder. If (a) an attempted prize notification or prize is returned as undeliverable, (b) a potential winner does not respond to the prize-claim instructions as stated within the notification, (c) any required documents are not returned within the required time period as stated above, (d) a potential winner cannot be verified, or (e) a potential winner is otherwise unable to accept the prize as stated, the prize may be forfeited and awarded to an alternate winner, in Sponsor's sole discretion. Sponsor will attempt to award a prize up to ten (10) times (time permitting). If the originally selected potential winner and up to nine (9) alternate potential winners do not (a) respond to Sponsor's notification as indicated above or (b) accept the prize, the prize will be forfeited and deemed "unclaimed".

**7. GENERAL CONDITIONS:** As a condition of entering, participants agree (and agree to confirm in writing) that the North Charleston Coliseum and Performing Arts Center, Sponsor, and Promotion Parties, and each of their respective parent companies, subsidiaries, affiliates, their respective directors, officers, owners, governors, employees, agents, and representatives (collectively "Released Parties") are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, illnesses, losses or damages of any kind to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, including travel thereto or participation in this Sweepstakes or any Sweepstakes-related activities. Except where legally prohibited, winners grant (and agree to confirm such grant in writing) permission to Sponsor and those acting under its authority the right to the use of his or her name, picture, likeness, voice, and biographical information and statements, at any time or times, for advertising, trade, publicity, and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet, without notice, review or approval.

**8. LIMITATIONS OF LIABILITY:** The Released Parties are not responsible for lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered entries or emails; or for interrupted or unavailable satellite, network, server, Internet Service Provider, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, garbled, corrupted, scrambled, delayed or misdirected transmissions, or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of entry, or other information, or the failure to capture, or loss of, any such information. Released Parties are not responsible for any incorrect or inaccurate information, caused by any equipment or programming associated with or utilized in the Sweepstakes; and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or tampering with or hacking of the Website or any equipment used for Sweepstakes. Sponsor and Administrator reserve the right, at their sole discretion, to disqualify any individual it finds to be tampering with the entry process or operation of the Sweepstakes, to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse or harass any other person. Use of Website is at user's own risk. The Released Parties are not responsible for injury to participant resulting from participating in this Sweepstakes. If, for any reason, the Sweepstakes, in the sole opinion of Sponsor or Administrator, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures or any other causes which, in sole opinion of the Sponsor or Administrator, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor and Administrator reserve the right, at their sole discretion, to cancel, terminate, modify or suspend Sweepstakes, and randomly award the remaining prizes from among eligible non-suspect entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor and Administrator. Additionally, the Released Parties are not liable and will have no further obligation to a winner (a) in the event a winner misses any portion of the prize through no fault of Released Parties and (b) if any portion of the Sweepstakes (including the prize) is compromised, modified or canceled due to pandemics or epidemics, outbreaks of infectious disease or any other public health crisis including quarantine measures of any government authority or other restrictions, weather, fire, strike, acts of war or terrorism, government restriction, or any other condition beyond their control (a "Force Majeure Event").

**9. PRIVACY POLICY:** Please see the privacy policy located at <https://www.bmwusa.com/privacy-policy/index.html> for details of the policy regarding the use of personal information collected in connection with this Sweepstakes. Additionally, any communication between participant and Administrator, Sponsor or its other agencies regarding this Sweepstakes (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winners' names may be included in a publicly available winner's list.

**10. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply South Carolina law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event the claimant 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 the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by 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, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE PARTICIPANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.** BY PARTICIPATING IN SPONSOR'S SWEEPSTAKES, EACH PARTICIPANT AND PRIZE WINNER AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT OR PRIZE RECIPIENT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT AND PRIZE WINNER'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO EVERY PARTICIPANT.

**11. GOVERNING LAW/JURISDICTION:** By entering, participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of South Carolina, USA, without giving effect to any choice of law or conflict of law rules, and any matters or proceedings which are not subject to arbitration as set forth in these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of South Carolina, in Greenville, South Carolina. By entering, participants consent to the jurisdiction and venue of the federal, state, and local courts located in Greenville County, South Carolina, USA.

**12. WINNER'S LIST:** For the names of the winners, send a self-addressed, stamped envelope to: BMW Tickets & Track Time Sweepstakes Winner's List Request, c/o GSE, PO Box 130, Dept. 23-8116-28, Glencoe, MN 55336-0130. Winner's list requests must be received by February 6, 2024.

**13. SPONSOR:** The Southern Region Advertising Council, Inc., 1155 Hwy 101 South, Greer, SC 29651.