

**BMW HOOK 'EM ON THE HIGHWAY 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 (a) are legal U.S. residents residing in Texas, (b) possess a valid driver's license, and (c) are twenty-five (25) years of age or older at the time of entry. Void where prohibited. Employees, officers and directors of The Southern Region Advertising Council, Inc. ("Sponsor"), BMW of North America LLC ("BMW NA"), participating BMW dealerships, Genesco Sports Enterprises ("Administrator"), their respective parent, subsidiary and affiliated companies, Web design, advertising and promotion agencies involved in the administration, development, fulfillment and execution of this Sweepstakes (collectively "Sponsor and Promotion Parties"), IMG College/Longhorn Sports Properties ("IMG"), the University of Texas Athletics Department ("University"), 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 reserves 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.

2. SWEEPSTAKES TIMING: Sweepstakes begins on August 2, 2021, at 8:00:00 a.m. Central Time ("CT") and ends on September 20, 2021 at 11:59:59 p.m. CT ("Sweepstakes Period"). The time clock of the computer administering this Sweepstakes is the official time-keeping device of the Sweepstakes.

3. TO ENTER: During the Sweepstakes Period, visit bmwhookemonthehighway.eventsbmw.com ("Website") and follow the online instructions to register and submit an online entry to receive one (1) entry into the random drawing. Individuals may also enter by visiting the BMW display at the Texas Alumni Center during a football game on either September 4, 2021 or September 18, 2021. At the game, eligible individuals may use Administrator's mobile device or their own mobile device to register and submit an online entry to receive one (1) entry into the random drawing. To receive one (1) bonus entry into the Sweepstakes, visit your local Austin BMW Center and take a test drive. **Limit one (1) entry and one (1) bonus entry per person/email address for the entire Sweepstakes Period.**

Participant's submission must be manually keystroked or entered by the individual participant. Multiple participants may not share the same email address. A potential winner may be requested to provide Sponsor with proof that he/she is the authorized account holder of the email address associated with the winning entry and/or an eligible participant. 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, he/she will be disqualified, and any prize won shall be forfeited.

4. RANDOM DRAWING: The potential winner will be selected in a random drawing to be held on or about September 21, 2021 from among all eligible entries received by the Administrator, whose decisions shall be final and binding in all matters relating to this Sweepstakes. Odds of winning depend on the number of eligible entries received.

5. PRIZE DETAILS: One (1) prize will be awarded consisting of a one (1) night stay in Fort Worth, Texas and two (2) tickets to attend the Texas Longhorns vs TCU on October 2, 2021 ("Hotel and Game Tickets"). The University will determine the date of the one (1) night stay, in its sole discretion, once the game time is determined. No other date shall be offered. Winner will also receive the use of a BMW to drive to and from the game ("Extended Test Drive") and a \$200.00 gift certificate to University Co-op (subject to terms and conditions as set by issuer). **Parking, meals, gratuities, and all other expenses not specified herein are solely the winner's responsibility.** Approximate Retail Value ("ARV"): \$900.00.

Extended Test Drive conditions: The winner shall be required to sign a standard BMW Liability Waiver and a standard BMW NA lease or loan agreement. Terms and conditions apply; gasoline, taxes, destination and insurance (if applicable) are extra and are not covered by Sponsor. Other terms, including but not limited to, mileage limits and condition of car upon return, apply and other costs associated with the vehicle, including, but not limited to, any travel and transportation costs associated with collecting and returning the vehicle (the designated BMW dealership closest to winner's home) are solely the responsibility of the winner. Winner is required to present a valid driver's license and proof of insurability prior to accepting the vehicle. Winner does not have a choice of BMW, color, accessory or options, and the actual vehicle may differ from those shown in advertisements.

Hotel and Game Tickets conditions: Game is subject to availability, change, and cancellation. No alternative date will be provided. If winner cannot attend the game 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 stated on tickets. Seating assignments are in Sponsor's sole discretion. Lost, stolen or damaged tickets will not be replaced or exchanged. Winner and guest will stay in standard, double-occupancy room at a hotel determined by Sponsor, in Sponsor's discretion. Sponsor assumes no responsibility for any act or omissions whatsoever by the hotel or any other persons providing any prize-related services or accommodations beyond its control. Winner will be required to provide a credit card prior to check-in and is solely responsible for all incidental charges and may be required to sign an additional liability release for the use of the accommodations. If a guest is a minor, the minor guest must be accompanied by their parent or legal guardian who must be the winner. Winner's guest (or if a minor, their parent or legal guardian) may be required to sign and return a liability/publicity release before prize is awarded. Additional prize details may be provided to the winner at the time of notification. 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 game.

Winner agrees that acceptance of the prize is done so entirely upon their own initiative, risk, and

responsibility. 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. Prize is non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. Taxes, if any, on prize are solely the responsibility of the winner. Winner shall be required to provide a valid social security number and shall receive an IRS 1099 tax form for the ARV of the prize.

6. WINNER NOTIFICATION: The potential winner will be notified by phone and/or email, and unless collected at the time of registration, the potential winner will be required to follow instructions within the notification to provide Administrator with their full contact information (including full name, email address, complete mailing address, phone number and date of birth) and/or accept the prize within twenty-four (24) hours of notification or prize may be forfeited and awarded to an alternate winner. The potential winner may also be required to complete, execute, and return an Affidavit of Eligibility and a Liability/Publicity Release ("Affidavit") within two (2) days of notification as stated on the Affidavit. 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 number of days, (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 and its agencies are not responsible for suspended or discontinued landline, wireless or online service which may result in the potential winner not receiving the prize notification; nor is Sponsor responsible for any change in participant's email address, phone number or mailing address.

7. GENERAL CONDITIONS: As a condition of entering, participants agree (and agree to confirm in writing) that IMG, University, Sponsor and Promotion Parties and 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, 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, misuse or use of the prize, including travel thereto or participation in this Sweepstakes or any Sweepstakes-related activities. Except where legally prohibited, winner grants (and agrees to confirm such grant in writing) permission to Sponsor and those acting under its authority the right to the use of his/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: 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 this 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 any equipment used for Sweepstakes. Sponsor reserves the right, at its 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 Web Site is at user's own risk. 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, 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, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend Sweepstakes, and randomly award the prize from among eligible non-suspect entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor. Additionally, Sponsor and Promotion Parties are not liable in the event 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 Sponsor or its agencies regarding this Sweepstakes (e.g., phone calls, text messages, chats, emails, etc.) may be recorded for quality assurance and training purposes. Winner's name 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 those 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 name of the winner, send a self-addressed, stamped envelope to: BMW Hook 'Em on the Highway Sweepstakes Winner's List, PO Box 130, c/o GSE, Dept. 21-8332, Glencoe, MN 55336-0130, for receipt by October 21, 2021.

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