

# BARRETT- JACKSON FANTASY BID GAME

## THE PERFECT 12 JACKPOT

Brought to you by Dodge

### Game Period 2 OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. The Barrett-Jackson Fantasy Bid Game and The Perfect 12 Jackpot may only be entered in or from the fifty (50) United States and Canada (excluding the province of Quebec).

NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING. The Barrett-Jackson Fantasy Bid Game and Perfect 12 Jackpot are games of skill (collectively the “**Game**”).

**NOTE:** In order to claim any prize in this Game, you must have registered on the promotion site including the completion of all required input fields, including, but not limited to the registrant’s legal name and valid email address prior to the start of a Game auction.

1. **GAME DESCRIPTION:** The Sponsor of this Game is Barrett-Jackson Auction Company, LLC located at 15555 North 79<sup>th</sup> Place, Suite A, Scottsdale, AZ 85260 (the “**Sponsor**”). The Game will consist of a Fantasy Bid Game and the Perfect 12 Jackpot. The Fantasy Bid Game includes predictive questions, whereby entrants will be given the opportunity to build points as more fully set forth below. The objective of this Fantasy Bid Game is to earn as many points as possible by participating in all Game auctions. The Entrant (as later defined below) with the greatest number of accumulated points at the end of the four (4) Game auctions, will be the Fantasy Bid Game winner (“**Fantasy Bid Game Winner**”). There will be one (1) winner announced at the end of Game period 4. The Perfect 12 Jackpot portion of the Game will consist of correctly entering the exact hammer price (“**Hammer Price**”) of each of the Twelve (12) Sponsor designated Perfect 12 auction cars in Game Period 2. If there is a Winner, it will be announced at the end of Game period 2, The Perfect 12 Jackpot will award \$100,000 to the Entrant that exactly entered the Hammer Price of each of the Game period 1 designated Perfect 12 Jackpot auction automobiles (“**Perfect 12 Winner**”).
2. **GAME TIMING:** The second Game Period auction (there will be four (4) in all (each a “**Game Period**”) registration begins Monday, **March 27, 2023 at 12:01 a.m.** Eastern Time (“**ET**”) and ends **Saturday, Saturday, April, 15, 2023** at 11:00 a.m. ET (the “**Game 2 Registration Period**”). Watch live on Saturday April 15, 2023, to see the Hammer Price of each of the participating Game Period 2 Perfect 12 Jackpot auctioned automobiles. A Fantasy Big Game leaderboard will be updated live during the auction. By participating, each entrant (as defined below) unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and legally binding in all respects.

3. **ELIGIBILITY:** The Game is open only to legal residents of the fifty (50) United States, including the District of Columbia and Canada (excluding the province of Quebec), who are at least 18 years of age or the age of majority in the state/province the entrant resides, whichever is older at the time of entry (the “**Entrant**”). To be eligible for a prize, you must register on the promotion site during the Game Registration Period prior to the start of a participating Game Period auction. Employees, contractors, officers and directors of Sponsor, FCA US, LLC, , and any participating promotional partners, and each of their respective parent companies, subsidiaries, affiliates, partners, dealers, advertising and promotion agencies, manufacturers or distributors of promotion materials (all such individuals and entities collectively referred to herein as the (“**Promotion Entities**”) and each of their immediate family members (parents, children, siblings, spouse) and/or people living in the same household (whether related or not) of such employees/officers/directors are not eligible to enter the Game or win a prize. Void in Puerto Rico or where restricted or prohibited by law.
  
4. **HOW TO ENTER AND PLAY:** You **must** first register on the Game Website to establish an account. Visit [barrettjacksonfantasybid.com](http://barrettjacksonfantasybid.com) (“**Website**”) via mobile device or computer. Once an account is established, you may participate in the Game to earn points and to enter your Perfect Jackpot Hammer Prices.

PLAY THE PERFECT 12 JACKPOT. During Game Period 2 Registration Period, twelve (12) automobiles will be listed for auction designated as the Perfect Jackpot auction cars. You must enter the final Hammer Price for each participating auction cars during the Game 2 Auction.

- Please note. Visit [Barrett-Jackson.com](http://Barrett-Jackson.com) for the most updated and current descriptions of auction vehicles. Descriptions of vehicles announced on the auction block may be updated and may vary from the descriptions contained in the printed catalog or other materials, in which case the announced descriptions on the auction block and contained in the car card supersedes and replaces any previous vehicle descriptions.

LIMIT: One registration and one (1) game play per person during Game Period 2. Multiple entries from the same Entrant will automatically be void.

#### **FANTASY BID GAME: WHAT IS THE POINT BREAKDOWN AND HOW ARE POINTS AWARDED?**

- **Predictive Auction Questions:**
  - Predict the value the auction car will sell for.
  - Users receive points based on if the user predicts the correct answer within a certain number of points of the actual answer. Predicting the correct answer will receive the maximum number of points.

#### **WHERE CAN I FIND THE LEADERBOARD?**

View the live auction to see the selling results of each participating Game auction automobile and updated live leaderboard.

Certain vehicles within the Barrett-Jackson Auction may be designated as selling subject to a “reserve”. In this case, if the price bid during the auction is below the reserve, the vehicle will not sell (a “**No Sale Vehicle**”). In the event that any of the Fantasy Bid Vehicles become a No Sale Vehicle or if an auction vehicle is removed from the auction or an auction vehicle does not cross the auction block, the Sponsor may in its sole discretion with respect to each such vehicle and/or No Sale Vehicle, either (i) cancel such vehicle’s designation as a Fantasy Bid Vehicle; or (ii) reduce the total number of Fantasy Bid Vehicles available in the Game, in which case no points will be awarded to any participant with respect to such vehicle and/or No Sale Vehicle. Should any of the above occur, the Perfect 12 Jackpot for that Auction Period, will be cancelled and the Jackpot will remain unawarded for that Auction Period.

5. **RESTRICTIONS:**

No automated entry devices, bots and/or other programs and/or software are permitted for entry. All Game entries become the sole and exclusive property of Sponsor and will not be returned. Sponsor is not responsible for lost, late, illegible, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind, whether mechanical, human or electronic. Proof of submission of or being charged by your mobile carrier for a Game submission will not be deemed to be proof of receipt by Sponsor. **LIMIT:** One (1) Game registration per person only. Only one Entrant per email account, in the event more than one Entrant is entered from the same email account, only the first Entrant will be eligible, subsequent entries will be disqualified. Game submissions may not be updated, changed or re-submitted.

*If an entrant enters the Game using his/her mobile device, messaging and/or data fees may apply. Other charges may apply (such as normal airtime and carrier charges as well as charges for wireless Internet access) and may appear on your mobile phone bill or be deducted from your prepaid account balance. An Entrant should consult his/her wireless service provider's pricing plan for details. Each entrant agrees to incur any and all charges demanded by his/her wireless carrier. Each entrant should also check his/her device's features for capabilities and check the device manual for specific use instructions.*

6. **PERFECT 12 JACKPOT PRIZE AND APPROXIMATE RETAIL VALUE (“ARV”)**

**In Auction Period 2 the Entrant that correctly enters the Hammer Price of all 12 designated automobiles will win \$100,000 (pending verification).**

ARV \$100,000.

**ALL ACCUMULATED POINTS WILL BE CARRIED FORWARD TO DETERMINE THE FANTASY BID GAME PRIZE WINNER (SEE [GRAND PRIZE RULES](#)).**

Winner of any Prize valued at \$600 or more will be required to execute an Affidavit of Eligibility, a Liability Release, (if the Winner is a Canadian resident a Declaration will replace the Affidavit) a Publicity Release, and W-9 tax payer request for identification form (U.S. only) (collectively, "**Prize Claim Documents**"). Prize Claim documents must be executed and returned to the Administrator within five (5) calendar days.

**THE PERFECT 12 JACKPOT WINNER NOTIFICATION:** Sponsor shall have no liability for any Winner notification that is lost, intercepted or not received by a potential Winner for any reason. If, despite reasonable efforts, the potential Winner does not respond within seven (7) calendar days of the first notification attempt, or if the Prize or Prize notification is returned as unclaimed or undeliverable to such potential Winner, such potential Winner will forfeit his or her Prize and the Prize will remain unawarded. If any potential Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a Prize for any reason prior to award, such potential Winner will be disqualified, and the Prize will remain unawarded.

**GENERAL PRIZE CONDITIONS:** The prize Winner shall be solely responsible for all federal, state, provincial and/or local taxes (if any), and the reporting consequences thereof, and for any other fees or costs associated with the applicable Prize. Prize will be awarded only if the potential prize Winner fully complies with these Official Rules. All portions of the Prize(s) are non-assignable and non-transferable. Prizes pictured in point of sale materials, online, television and print advertising, promotional packaging, and any other Game materials are for illustrative purposes only. All details and other restrictions of the Prize(s) not specified in these Official Rules will be determined by Sponsor in its absolute sole discretion.

Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Prize furnished in connection with the Game. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. GENERAL LIABILITY RELEASE/FORCE MAJEURE: This Game is subject to these Official Rules and all federal, state, provincial and local laws and regulations. Acceptance of a Prize constitutes Winner's permission for Sponsor to use Winner's name, photograph, likeness, voice, biographical information, statements and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation. Entrants agree that the Promotion Entities (A) shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Game or any Game-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any Prize, and (B) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any Prize, including, without limitation,

to such Prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's computer system which is occasioned by accessing the Website or otherwise participating in the Game, 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, Sponsor 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. Sponsor reserves the right in its absolute sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Game or the Website, 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 Game, or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. No mechanically reproduced, illegible, incomplete, forged, software-generated or other automated multiple entries will be accepted. In the event of a dispute as to the identity of the entrant, any on-line entry will be deemed submitted by the authorized account holder of the e-mail account from which it was sent, provided such account holder must still meet the eligibility requirements for the Game. The authorized account holder shall be the natural person to whom the applicable email address has been assigned by the internet access provider, service provider, or other online organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Winner may be requested to provide the Sponsor with proof that such potential Winner is the authorized account holder of the e-mail address associated with the winning entry. If a dispute cannot be resolved to Sponsor's satisfaction, the entry will be deemed ineligible. Sponsor reserves the right to modify, extend, suspend, or terminate the Game, in whole or in part, if it determines, in its sole discretion, that the Game or any particular portion of the Game is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other causes beyond Sponsor's control have destroyed or severely undermined or to any degree impaired the integrity, administration, security, proper play and/or feasibility of the Game or particular Game results as contemplated herein. In the event Sponsor is prevented from awarding Prizes or beginning or continuing with the Game as contemplated herein by any event beyond its control, including but not limited to fire, flood, natural or man-made epidemic of health of other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation or guideline, public health crisis (e.g. SARS or COVID-19 or Pandemic), order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), then

subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate the Game in its entirety or the affected Game. If the Game or a particular Game is terminated before the designated end date, Sponsor will (if possible): Select the winner from all eligible, non-suspect entries received who has accumulated the most points in the applicable Game Period at the time of the event giving rise to termination, in Sponsor's sole discretion. Only the type and quantity of Prizes described in these Official Rules will be awarded. If, for any reason, more bona fide winners come forward seeking to claim Prizes in excess of the number of each type of Prize set forth in these Official Rules, the winner, or remaining winners, as the case may be, of the advertised number of prizes available in the prize category in question may be selected in a random drawing from among all persons making purportedly valid claims for such prize(s). Inclusion in such drawing shall be each entrant's sole and exclusive remedy under such circumstances. 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 Sponsor. 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 Game, each entrant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with the Game, 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 Game, 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 Promotion Entities from any and all liability resulting or arising from Game, to release all rights to bring any claim, action or proceeding against the Promotion Entities, and hereby acknowledge that the Promotion Entities 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 Promotion Entities, or (c) by any other cause, condition or event whatsoever beyond the control of the Promotion Entities or their parents, subsidiaries and affiliated companies. 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. IN NO EVENT WILL THE PROMOTION ENTITIES, THEIR PARENT, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTIONAL AGENCIES, WEB MASTERS/SUPPLIERS, VENDORS, CONTRACTORS OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATION IN THE GAME. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND THE PROMOTION ENTITIES HEREBY EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE GAME MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE RIGHT IS RESERVED TO SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW. GOVERNING LAW/JURISDICTION: ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR OR ANY OF THE PROMOTIONAL ENTITIES IN CONNECTION WITH THE GAME SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF ARIZONA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS THAT WOULD CAUSE THE APPLICATION OF ANY OTHER STATE'S LAWS.

ARBITRATION PROVISION: By participating in the Game, each entrant agrees that any and all disputes the entrant may have with, or claims entrant may have against, the Promotion Entities relating to or arising out of or connected in any way with (i) the Game, (ii) the awarding or redemption of any Prize, and/or (iii) the determination of the scope or applicability of this agreement to arbitrate, will be resolved individually and exclusively by final and binding arbitration administered by the American Arbitration Association (the "AAA") and conducted before a sole arbitrator pursuant to the rules established by the AAA. The arbitration shall be held in Phoenix, Arizona. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced therein that the applicable participant may have entered into in connection with the Game. There shall be no authority for any claims to be arbitrated on a class or representative basis; arbitration can decide only the participant's and/or the Sponsor's or a Promotional Entity's individual claims and the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

The arbitrator shall not have the power to award punitive damages against the participant or Sponsor. For more information on the AAA and/or the procedures of the AAA, please visit their website at [www.adr.org](http://www.adr.org). If any part of this Arbitration Provision is deemed to be invalid or otherwise unenforceable or illegal, the balance of this Arbitration Provision shall remain in effect and shall be construed in accordance with its terms as if the invalid or illegal provision were not contained herein.

7. **WINNERS LIST:** Obtain a copy of any legally-required winner's list by sending a self-addressed stamped envelope to: "Barrett-Jackson Winners Names PO Box 368, Falmouth, MA 02536. All such requests must be received by 12/30/2023. These Official Rules will be posted on the Website.
8. **PRIVACY POLICY:** Any personal information supplied by you will be subject to Sponsor's privacy policy at <https://www.barrett-jackson.com/Policies/Home/PrivacyPolicy>. By entering the Game, you agree to be bound by Sponsor's privacy policy, and you grant Sponsor permission to share your email address and any other personally identifiable information with the other Promotion Entities for the purpose of Game administration and prize fulfillment.

**The use of any manufacturer or personality name or trademark in connection with any of the prizes is solely for the purpose of describing such prize and is not intended to suggest any affiliation or sponsorship.**