ABBREVIATED RULES

No purchase or text necessary. To access entry form without texting, go to https://TAGHeuerINDYCAR.votigo.com. Must be a legal resident of the 50 U.S. or DC, 18 or older. Ends 11:59 p.m. ET on July 28, 2019. Void where prohibited. See Official Rules at website for complete details.

NO PURCHASE OR TEXT NECESSARY. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND DISTRICT OF COLUMBIA, 18 OR OVER.

- 1. **Sweepstakes Period:** The TAG Heuer NTT IndyCar® Series Sweepstakes (the "**Sweepstakes**") starts at 12:00 a.m. Eastern Time ("ET") on March 8, 2019 and ends at 11:59 p.m. ET on July 28, 2019 ("**Sweepstakes Period**").
- 2. How to Enter: During the Giveaway Period, to enter, visit https://TAGHeuerINDYCAR.votigo.com ("Website") and follow the instructions to complete all required fields of the on-screen registration form to receive one (1) entry into the Sweepstakes (the "Entry"). You can also receive a link to the entry form via text message by using your wireless phone or a two-way text-messaging device (collectively, the "Device") to text TAG to 39969. You will receive a text reply with a link to the Website. Limit one (1) Entry per person/email address/per day throughout the Sweepstakes Period.

Entrants must pay normal Internet access and data usage charges that may be imposed by their online or mobile service providers. Automated Entries are prohibited, and any use of such automated devices will cause disqualification. Multiple online Entries on the same day from the same person/email address or the same person using different email addresses are not permitted and will be automatically eliminated. Incomplete, incorrect, corrupted, or untimely Entries are void and will be disqualified. All Entries become the property of Sponsor and will not be returned, and Sponsor will not verify receipt of Entries.

- 3. Eligibility: Open to legal residents of the 50 United States and the District of Columbia, who are 18 years of age and older as of date of Entry. Employees of TAG Heuer (the "Sponsor"), Votigo, Inc. (the "Administrator"), Hulman Motorsports, LLC ("HULMAN"), INDYCAR, LLC ("INDYCAR"), Indianapolis Motor Speedway, LLC ("IMS") their respective affiliates, parents, subsidiaries, divisions, suppliers, distributors and advertising, promotional and judging agencies (collectively "Sweepstakes Parties") and their immediate family members and/or those living in the same household of each are not eligible to participate or win. Void where prohibited and subject to all federal, state and local laws.
- 4. Prize and Approximate Retail Value ("ARV"): Grand Prize (1): Two (2) reserved seat admission tickets to the 2020 Indianapolis 500® Mile Race scheduled for May 24, 2020 at the Indianapolis Motor Speedway in Indianapolis, Indiana including Paddock, Pit and Garage Passes, two (2) round-trip economy class airfare tickets from major airport nearest winner's home, one (1) hotel room double occupancy (two nights) and a \$1000 American Express gift card, breakfast at the Alexander Hotel and shuttle service to and from the track. The ARV of the Grand Prize is \$3,000. Transportation to/from the Alexander Hotel are not included with the Grand Prize. If any prize-related activity(s) is canceled or postponed for any reason, balance of prize will be awarded in full satisfaction of prize award. Guests must be of legal age of majority in his/her state of residence or if guest is a minor, the Grand Prize winner must be his/her parent/legal guardian. Guests (or winner on behalf of minor guest) will be required to execute a Release of Liability prior to departure and grants permission for his/her name and likeness to be featured in any and all media relating to the Sweepstakes. All costs and expenses associated with the acceptance and use of the prizes not specified herein as being awarded, including, but not limited to, all federal, state and local taxes,

transportation costs, additional food and beverages, souvenirs, gratuities, and other miscellaneous expenses are winner's sole responsibility. Prize details not specifically set forth herein are at Sponsor's sole discretion. Winners are solely responsible for all applicable taxes in connection with prize, including without limitation, federal, state and local taxes, and the reporting consequences thereof. Prizes are nontransferable, non-assignable, and no substitution or cash redemption is allowed, except that Sponsor reserves right to award a prize of equal or greater value if an advertised prize is unavailable. Tickets are subject to certain terms and conditions as specified by issuer. By accepting the ticket prize, winner agrees to abide by any terms, conditions and restrictions provided by the ticket, including execution of all required releases for certain activities. Failure to do so may result in forfeiture of such portion(s) of the prize. Winner agrees that the tickets are awarded pursuant to a revocable, nontransferable license that is personal to the winner and may not be sold, resold, auctioned, bartered, assigned, exchanged, placed in commerce, transferred, given away, donated, or otherwise conveyed. The Grand Prize winner and/or his/her guests must have/present at least one major credit card in good standing in order to check into hotel. The Prize restrictions/conditions stated herein are not all-inclusive and may be subject to additional restrictions/conditions, which may be stated in the affidavit (described below). Neither Sponsor nor Administrator is responsible for lost or stolen tickets/passes/itinerary/identification, etc. Prize winner is solely responsible for all federal, state and local taxes and any other costs and incidentals. The following are the sole responsibility of the Prize winner and his/her guests: air/ground transportation, hotel accommodations, travel insurance; room service; laundry service; excursions; spa treatments; alcoholic beverages/drink packages; unspecified meals; local and long distance telephone calls/texts; merchandise and souvenirs; incidental expenses; additional tips and gratuities; and all other costs and expenses not otherwise mentioned herein. All other expenses and incidentals not specifically mentioned as being included are excluded and are the Prize winner's sole responsibility. Prize is non-commissionable and no substitutions, transfers, or cash equivalents for the Prize (or prize component) are permitted, except that Sponsor/Administrator may substitute prize component of equal value for any reason.

- **5.** Random Drawing and Winner Notification: On or about July 29, 2019, one (1) Grand Prize winner will be selected in a random drawing from among all eligible Entries received during the entire Sweepstakes Period. Drawing will be conducted by the Administrator, an independent judging organization whose decisions are final on all matters relating to this Sweepstakes. Potential winner will be notified by email/phone on or about July 29, 2019 by the Administrator and will be required to sign and return via email, an Affidavit of Eligibility and Liability/Publicity release (except where prohibited by law), within seven (7) days of notification attempt or status of potential winner will be forfeited. Return of prize notification will result in disqualification and prize will be forfeited. Acceptance of prize constitutes permission for Sweepstakes Parties to use Prize winner's name, Entry, picture, and likeness for promotional purposes in any and all media throughout the Universe in perpetuity without further compensation except where prohibited by law. Odds of winning the prize are dependent upon the number of eligible Entries received throughout the Sweepstakes Period.
- 6. General Rules: By participating in this Sweepstakes, each entrant agrees to be bound by these Official Rules and instructions and by all decisions of the Sweepstakes Parties, which are final and legally binding in all matters relating to this Sweepstakes. By participating, entrants and winner and guests agree to release, discharge, indemnify and hold harmless the Sweepstakes Parties from and against any claims, damages, or liability due to any damages, or losses or injuries to any person (including death) or property of any kind resulting, in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of prize (if applicable) or participation in any Sweepstakes-related activity or participation in this Sweepstakes. Entrants further agree not to pursue any right, claim or action against the Sweepstakes Parties in connection with their participation in this Sweepstakes. No responsibility is assumed for lost, misdirected or late Entries. In the event of a dispute as to the identity of an entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. An "authorized account holder" of an email address is the natural person in whose name the email address has been issued by the

Internet Access provider for that email. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or Website; violates the Official Rules; or acts in a disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. Sweepstakes Parties are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Sweepstakes which may limit the ability of an individual to participate in or accept a prize in the Sweepstakes, or by any human error which may occur in the processing of the Entries in this Sweepstakes. Sweepstakes Parties are not responsible for any typographical error in the printing of these Official Rules, administration of the Sweepstakes or in the announcement of the Sweepstakes Grand Prize. Sweepstakes Parties are not responsible for damages to user's system occasioned by participating in the Sweepstakes or downloading any information to participate in the Sweepstakes. If, for any reason, the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then the Sponsor reserves the right at its sole discretion to cancel the Sweepstakes and select the Grand Prize winner in a random drawing from among all eligible Entries received prior to cancellation.

- 7. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Votigo, Inc. HULMAN, INDYCAR, IMS and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.
- **8. Publicity:** Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.
- 9. Dispute Resolution: By entering this Sweepstakes, entrants agree that 1) Any and all disputes, claims, and of action arising out of or connected with the Sweepstakes or the prize shall be resolved individually, without resort to any form of class action; 2) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and shall not include any punitive, consequential or other damages, including costs associated with entering the Sweepstakes but in no event include attorneys' fees; and 3) Under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All dispute resolution shall be made by the Sponsor in its sole discretion. These Official Rules shall be governed by, and construed in accordance with the laws of New Jersey without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than New Jersey. Any legal proceedings arising out of this Sweepstakes or relating to these Official Rules shall be instituted only in the federal or provincial courts located in New Jersey, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules.

- **10. Privacy Policy**: Entrants' personal details may be used by Sponsor in accordance with their privacy policy located at https://www.tagheuer.com/en-us/privacy-policy.
- 11. Winner List: For the name of the Grand Prize winner, available after August 29, 2019, email <u>tagheuerindycar@votigo.com</u> with the subject "TAG Heuer NTT IndyCar® Series Sweepstakes Winner List".
- **12. Sponsor/Administrator:** The Sponsor of the Sweepstakes is TAG Heuer, 966 South Springfield Ave., Springfield NJ 07081. The Administrator of the Sweepstakes is Votigo, Inc., 1630 30th St. STE A-530, Boulder, CO 80301.
- 13. The Indianapolis 500® and Indianapolis Motor Speedway® are registered trademarks of Brickyard Trademarks, Inc., used with permission. NTT® is a registered trademark of Nippon Telegraph and Telephone Corporation, used with permission. Hulman Motorsports, LLC, INDYCAR, LLC, Indianapolis Motor Speedway, LLC, Brickyard Trademarks, Inc., and Nippon Telegraph and Telephone Corporation are not sponsors of, and are not responsible for, this Sweepstakes.