# 2023 DOGE-1.ORG CYBERTRUCK

# **LAUNCHED TO WIN ("CONTEST")**

Official Rules and Regulations ("Rules")

This Contest is held by DOGE-1.org ("**Sponsor**") The Contest runs from January 1st, 2023 at 9:00:01 a.m. (EST) to January 1, 2024 at 11:59:59 p.m. (EST) (the "Contest Period").

#### **Eligibility**

1. All contestants that have reached the legal age of majority in their country or territory of residence at the time of entry may enter this contest.

#### To Enter

- 2. Limit of one (1) contest entry form submission per person during the Contest Period, regardless of the method of entry. If it is discovered that a participant has attempted to submit more than one (1) contest entry form (regardless of the method of entry), all contest entry form submissions (other than the first) will be disqualified (as determined by the Sponsor in its sole and absolute discretion). Ways of entering the Contest:
  - 2.1 By holding minimum 1 MILLION DOGE-1.ORG tokens during the announced finish of the contest and submitting a completed contest entry form (which must include your preferred title, full name, complete address, daytime telephone number and email address, and will require you to confirm that you have reached the legal age of majority in your country or territory of residence) and remain a holder of a minimum of 1 million DOGE-1.ORG during the Contest Period. The contest entry form may be either electronic or a paper ballot, as determined by the Sponsor in its sole and absolute discretion.
  - 2.2 By attending one (1) of the participating DOGE-1.ORG Contest events during the Contest Period and submitting a completed contest entry form (which must include your preferred title, full name, complete address, daytime telephone number and email address, and will require you to confirm that you have reached the legal age of majority in your country or territory or residence) during the Contest Period.

If your submitted contest entry form is received in accordance with these Rules during the Contest Period (as determined by the Sponsor in its sole and absolute discretion) you will receive one (1) main entry.

The Sponsor is not responsible in the event an event is delayed, cancelled, re-scheduled or does not take place for any reason whatsoever.

#### **Grand Prize**

4. There is one (1) Grand Prize (the "**Grand Prize**") available to be won from all valid Entries received during the Contest Period, consisting of: Winner's choice (subject to Sponsor's approval in its sole and absolute discretion on the basis of, among other factors, availability) of one (1) of the participating models of the Tesla line, with a manufacturer's suggested retail price ("MSRP") of \$70,000 USD or less.

Upon notification, the winner will be required to personally take delivery of the Grand Prize from a dealership within reasonably close to the winner's home as designated by the Sponsor within two (2) months of being declared the winner. Winner must present adequate personal identification and contest participation proof to claim the Grand Prize vehicle. The Grand Prize vehicle will not be released unless the winner first shows proof of having a valid driver's licence in the country or territory in which he/she resides and satisfactory insurance, as determined by the Sponsor. Winner is solely responsible for all taxes and expenses which are not included in the Grand Prize description above, including but not limited to: registration and license fees, insurance, additional accessories and all other costs incurred in claiming, registering or using the vehicle. Winner is responsible for all costs associated with any upgrade or option packages he/she may request and which the dealer, in its sole discretion, is willing to provide or has provided respecting any vehicle. The sponsor at its discretion, may substitute a the model year vehicle of the same or like model and style in the event of lack of vehicle availability due to limited production or any other reason.

Any costs or expenses incurred by the winner in claiming or using the Grand Prize will be the responsibility of the winner. Grand Prize must be accepted as described in these Rules and cannot be transferred to another person, substituted for another prize, or exchanged in whole or in part for cash, except that the Sponsor reserves the right in its sole and absolute discretion to substitute the Grand Prize, in whole or in part, for another prize of equal or greater value including without limitation a cash or monetary prize. Any difference between the actual retail value/MSRP and the maximum retail value/MSRP limits stated above will not be awarded. All characteristics and features of the applicable vehicle will be determined by the Sponsor in its sole and absolute discretion

## **Grand Prize Draw:**

5. A random draw (the "**Draw**") will be held at 1:00 p.m. (EST) on January 10, 2023 or earlier if determined necessary by the Sponsor for reason like reaching Contest thresholds, from all valid entries received to choose a potential Grand Prize winner. The odds of being selected as the potential winner depend on the total number of valid entries received during the Contest Period.

### **General Conditions:**

- 6. To be declared the winner and claim the Grand Prize, the potential Grand Prize winner must:
  - a) Be reached by telephone by the Independent Contest Organization within three (3) business days of the Draw.o
  - b) Correctly answer a time-limited, mathematical skill-testing question that will be asked over the telephone at a mutually convenient time without help of any nature.
  - c) Be eligible according to the Contest Rules and once the skill-testing question has been correctly answered, sign a Declaration and Release form that will be sent by mail, or e-mail and return it within five (5) business days of its receipt. The Declaration and Release requires a potential winner to confirm, acceptance of the Prize as awarded, agreement to be bound by the Contest Rules, eligibility to participate in this Contest and compliance with these Rules and to release the Sponsor, its parent, affiliates, subsidiaries, divisions, dealers, its advertising and promotional agencies, sponsors, suppliers of prizes, materials or services related to this Contest, and the Independent Contest Organization, and all of their respective employees, directors, officers, shareholders, agents, successors and assigns (collectively, the

"Released Parties") from any liability and damages which could arise out of or are in any way related to the Contest and from the awarding, receipt, possession and/or use or misuse of the Grand Prize.

- d) If a selected participant (a) cannot be reached by telephone within three (3) business days of the Draw; (b) fails to correctly answer the skill- testing question (see rule 6.b); or (c) fails to return the properly executed Declaration and Release within the specified time (see rule 6.c), then he/she will be disqualified. The Sponsor will not be responsible for failed attempts to contact a selected participant. The Grand Prize will only be awarded to the person whose full name, telephone number, address and valid email address appears on the applicable entry form that was submitted.
- 7. Failure to comply with any of the above conditions or otherwise with the Rules (as determined by the Sponsor in its sole and absolute discretion), will result in the disqualification of the selected entrant. In this event, a new random draw from the remaining valid entries received will be performed to select an alternate potential Grand Prize winner and such new entrant selected must be able to be reached by phone within 24 hours of the new draw, failing which another draw will be held within a subsequent equal timeframe up until such a time as declared potential winner is successfully contacted and complies with Sections 6a) through d) above. Notwithstanding the foregoing, the winner must be declared no later than January 15, 2024 otherwise the Grand Prize will be void and will not be awarded. If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest or for any reason, there are more potential winners of the Grand Prize than contemplated in the Contest Rules The Sponsor may, at its sole discretion, conduct a random draw amongst all such Grand Prize claimants (as determined by the Sponsor in its sole and absolute discretion) after the Contest closing date to award the Grand Prize or may terminate or amend the Contest in whole or in part without notification to Contest participants.
- 8. Upon receipt of the properly completed and signed Declaration and Release form, the Sponsor will notify the Grand Prize winner of the manner in which he/she will have to take possession of the Grand Prize. The Sponsor reserves the right to determine how the presentation of the Grand Prize will occur and this may be either a media event, by mail, or in person (and the Grand Prize winner will be required to comply with the Sponsor's instructions in this regard, failing which he/she may be disqualified and will forfeit the Grand Prize, as determined by the Sponsor in its sole and absolute discretion).
- 9. By entering this Contest and without limiting the terms of the Declaration and Release, the winner authorizes the Sponsor and its representatives to use in any related publicity, if required, his/her name, photograph, image, any statements he/she may make regarding the Grand Prize, the Contest and/or the Sponsor, place of residence and/or voice for advertising purposes worldwide in perpetuity and in any form of media including the Internet, without any form of compensation, or further notice, except where prohibited by law.
- 10. Contest entry forms submitted become the property of the Sponsor and will not be returned to entrants at any time. No communication or correspondence will be exchanged with entrants, except with the entrant selected to win the Grand Prize.
- 11. Entries are subject to verification by the Contest organizers. The Released Parties will not be held liable for, (i) late, lost, delayed, not received, damaged, misdirected, incomplete, stolen, fraudulent, or illegible contest entry forms (all of which shall be automatically void and not eligible for the Grand Prize); (ii) failure to receive contest entry forms and/or Entries due to transmission failures, busy signals, traffic congestion on the Internet or at any website or technical failures of any kind, including without limitation, malfunctioning of any network servers, access providers, hardware or software, whether originating with sender or recipient; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest and breaches of privacy due to interference by third party computer hackers, the Sponsor (or the Independent Contest Organization) reserves the right to void any Entry and/or cancel or modify the Contest in whole or in part (without notice to entrants individually) if, in its sole discretion, it determines that for any reason (such as tampering or any other cause beyond its control) the Contest is not capable of running as originally planned, fraud, human, printing or distribution errors, or any other causes or occurrences have compromised the administration, safety, fairness or integrity of the Contest. Any person entering this Contest or trying to do so by

any means which go against the letter or intent of these Rules and which would be unfair to the other participants (as determined by the Sponsor in its sole and absolute discretion) will be automatically disqualified and the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law - including criminal prosecution.

- 12. Winners' Names: For the name of the Grand Prize winner, available after January 15, 2024, send a letter along with a self-addressed postage, stamped envelope. The winner's name will be available until June 30, 2024.
- 13. The Contest is void where prohibited by law and is subject to all federal, state, provincial, territorial and municipal laws and regulations. Subject only to the following paragraph, any dispute arising hereunder shall be adjudicated in the applicable courts.
- 15. By entering this contest, entrants accept and agree to be bound by these Rules and the decisions of the Sponsor and the Independent Contest Organization, which are final, binding and conclusive on all matters relative to this Contest.
- 16. The Sponsor respects entrants' right to privacy. Personal information collected from entrants will only be used by the Sponsor to administer the Contest and, only if consent is given at the time of entry, for the applicable purpose(s) identified on the contest entry form. By entering the Contest, entrants consent to the manner of collection, use and disclosure of personal information.

We respect your privacy and value our relationship with you. Your personal information will be protected and will be used only by us, our affiliates, dealers, and service providers. Our goal is to enhance your product and service experience with us. By submitting this personal information to us, you are consenting to its use and disclosure for the following purposes:

- Meeting safety, security, legal and regulatory requirements;
- Providing you with general marketing, product, service and business partner information and offers;
- Conducting market analysis;
- Maintaining the accuracy of our records to respond to your inquiries and provide you with warranty or other customer service communications, and otherwise manage our relationship with you;
- Satisfying other reasonable, legitimate business interests (such as collecting outstanding debts).

For the purposes set out in this privacy statement, DOGE-1.org or one of its affiliates or an unaffiliated service provider may process, store, and/or otherwise use your personal information outside of the country in which you reside and/or, and under the laws of those other jurisdictions, in certain circumstances, courts, law enforcement agencies, regulatory agencies or security authorities in those other countries or foreign jurisdictions may be entitled to access your personal information. If you do not wish to receive notice of special offers or other marketing information, or if you would like to receive only certain types of communications from us, please let us know. We would also be happy to answer any questions you may have or to provide you with further information about those with whom your information is shared. Please contact us via email or view our revised policies on our website at doge-1.org

Copyright 2022 DOGE-1.ORG — all rights reserved.