#### THE Z1 ULTIMATE 350Z GIVEAWAY OFFICIAL RULES

# NO PURCHASE/PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE/PAYMENT OF ANY KIND OR ACCEPTANCE OF A PRODUCT OFFER WILL NOT IMPROVE YOUR CHANCES OF WINNING

### THE Z1 ULTIMATE 350Z GIVEAWAY AND ANY ADVERTISEMENT RELATING THERETO IS INTENDED FOR PARTICIPATION BY LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES (EXCLUDES AK & HI), THE DISTRICT OF COLUMBIA AND CANADA (EXCLUDING QUEBEC). VOID IN QUEBEC, PUERTO RICO, ALL U.S. TERRITORIES AND POSSESSIONS, OVERSEAS MILITARY INSTALLATIONS AND WHERE PROHIBITED BY LAW.

# BY ENTERING OR OTHERWISE PARTICIPATING IN THE GIVEAWAY, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT REQUIRES YOU TO INDEMNIFY AND RELEASE ALL CLAIMS AGAINST THE RELEASED PARTIES AND TO AGREE TO ARBITRATION WITH NO CLASS RELIEF AND A LIMITATION OF YOUR RIGHTS AND REMEDIES. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION WITH NO CLASS RELIEF.

- 1. ELIGIBILITY: The Z1 Ultimate 350Z Giveaway (the "Giveaway" or "Promotion") is open only to legal residents of the 48 Contiguous United States (excludes AK & HI), the District of Columbia (excluding Puerto Rico, all other U.S. Territories and Possessions and overseas Military Installations) and Canada (excluding Quebec), who are licensed drivers and the legal age of majority (19 in AL and NE, 21 in MS, and 18 in all remaining states, the District of Columbia and Canada) in their jurisdiction of residence at time of entry (a "Participant" or "Entrant"). Employees of Z1 Motorsports (the "Sponsor"), its affiliates, subsidiaries, advertising, promotion partners, administrator and internet agencies, and each of their respective officers, directors and agents (collectively "Released Parties") and their immediate family members (spouse, parent, child, sibling, and grandparent) and/or those living in the same household of each are not eligible. Z1 Motorsports and Z1 Offroad wholesale accounts are not eligible to participate in the Giveaway. The Giveaway is void in Alaska, Hawaii, Quebec and where prohibited. All provincial, federal, state, and local laws and regulations apply. By participating in the Giveaway, Entrants agree to be bound by these Official Rules. Winning a prize is contingent upon fulfilling all requirements set forth herein. There is a limit of one (1) prize per person or household per calendar year.
- TIMING: The Giveaway begins on June 23, 2025 and ends at 11:59:59 PM Eastern Time ("ET") on September 10, 2025 (the "Promotion Period"). Sponsor's computer is the official time-keeping device for the Giveaway.

### 3. HOW TO ENTER:

- A. <u>Method 1: AUTOMATIC ENTRY VIA AN ONLINE PURCHASE (To opt-out of entering the Giveaway automatically with a purchase, send an email from the email address associated with your purchase to marketing@z1motorsports.com with subject line REMOVE from Giveaway, by 9/10/2025). Entrant's online consent to participate in the Promotion is required to enter via an online purchase: Internet access required\*. Online at www.z1motorsports.com, www.z1offroad.com and www.teqsport.com. Eligible Entrants will receive:</u>
  - One (1) entry for every \$1.00 USD spent on eligible purchases at <u>www.Z1Motorsports.com</u>, <u>www.z1offroad.com</u> or <u>www.teqsport.com</u> (the "Website(s)") and the Z1 Motorsports retail store located at 2877 Carrollton-Villa Rica Hwy, Carrollton, Georgia 30116 (the "Store") during the Promotion Period.
  - ii. Additional website vendors may be posted on the Sponsor website during the promotion period.
  - iii. Purchase transactions must be received by 11:59:59 PM ET on September 10, 2025 to be eligible to receive entries into this Giveaway. The number of entries you receive will be based on the list price of your eligible purchase (excludes discounts, sales tax and shipping charges) and will be rounded up to the nearest U.S. dollar. If a purchase is returned prior to the drawing, entry/ies associated with that

purchase will be voided. All purchases are subject to the Sponsor's return policy. There is no limit on the number of entries received with a purchase.

B. <u>Method 2: MAIL-IN ENTRY, NO PURCHASE REQUIRED.</u> To receive five (5) entries without making any kind of purchase or payment, on a plain piece of 3"x5" paper, hand print your complete first and last name, street address, city, state, zip code, date of birth (mm/dd/yyyy), e-mail address plus daytime telephone number including area code. Mail your entry in a #10 business-size envelope with appropriate first-class postage affixed to: **Z1 Ultimate 350Z Giveaway, PO Box 738, Syosset, NY 11791-0738 USA**. Your outer-mailing envelope must include a valid return address, which includes a complete first and last name. Mailed entries received without a verifiable and legible return address will be deemed incomplete and invalid. Limit one entry per outer-mailing envelope. Bulk shipments (multiple entries in one shipping package) will not be accepted. Mail-in entry, including outer-mailing envelope must be handwritten. No mechanically reproduced entries or metered mail permitted. Mail-in entries must be postmarked by **September 10, 2025** and received by **September 18, 2025** to be eligible for the drawing. Each mail-in envelope will count as five (5) entries, provided that the mail-in entry complies with the above requirements. There is no limit on the number of mail-in entries an Entrant can submit.

Mail-in entries that are not in the format specified above, that are illegible, inaccurate, incomplete, or reproduced via photocopier or otherwise will be considered null and void. Proof of submission does not constitute proof of receipt. Not responsible for lost, late, illegible, mutilated, misdirected, postage-due entries or entries not received by the deadline. All material submitted becomes property of Sponsor and will not be returned. No correspondence will be acknowledged or entered into; requests for confirmation of receipt of mail-in entries will not be acknowledged.

**ENTRY MULTIPLIER OFFER**: Throughout the Promotion Period, all **Z1Motorsports.com**, **Z1OffRoad.com** and **Teqsport.com** purchases will earn 10X entries. For example, a \$60 purchase of Z1 Motorsports products will earn 600 entries (60x10=600). Throughout the Promotion Period, all **Hitachi product purchases** will earn 5X entries. For example, a \$60 purchase of Hitachi products will earn 300 entries (60x5=300).

To participate in an Entry Multiplier Offer <u>without making a purchase</u>, follow the instructions for mail-in entries in section #3B above, and hand write the words "10X ENTRY MULTIPLIER" on the bottom left-hand corner of your mail-in envelope. Your mail-in entry must be postmarked by **September 10, 2025** and received by **September 18, 2025** to be eligible for the drawing. Each mail-in entry received that complies with these requirements will receive 600 entries per mailing envelope.

\*Normal internet access, phone, and usage charges imposed by your online or phone service may apply. *If you are entering via a mobile device and using your wireless carrier's network, standard data charges from your wireless carrier may apply.* 

- 4. **RANDOM DRAWING**: A random drawing to select one (1) potential Grand Prize winner will be conducted on or about **September 22, 2025** from all eligible online purchase and mail-in entries received during the Promotion Period. The random drawing will be conducted by Marden-Kane, Inc. (the "Administrator"), an independent judging organization whose decisions are final. No guarantee to win, and chance/odds of winning is solely dependent on the total number of eligible purchase and non-purchase mail-in entries received. In the event there are not enough eligible purchase and non-purchase entries received during the Promotion Entry Period to conduct the random drawing, the Grand Prize will not be awarded. This is a randomized drawing that is not intended to and should not influence any decisions or actions for the benefit of the Sponsor. The promotion is in compliance with all applicable anti-corruption laws and regulations.
- 5. WINNER NOTIFICATION AND VERIFICATION: Prize award is subject to eligibility verification. Potential winner will be notified by email and/or phone by the Administrator. Potential winner will be required to complete and return an Affidavit of Eligibility, Release of Liability, Prize Acceptance Form and, if legally permissible, a Publicity Release along with a copy of his/her valid driver's license (expired of suspended licenses are not considered valid); Canadian

residents must also correctly answer a time limited mathematical skill-testing question (without assistance of any kind, mechanical or otherwise); if winner is a U.S. resident, he/she will be required to complete and return a W-9 Tax form (collectively "Documents"). All required Documents must be returned within 3 days (including Saturdays, Sundays and Holidays) of attempted delivery of same. Failure to return properly completed Documents within the specified time, failure to respond to a notification within the time period stated or return of any prize/prize notification as undeliverable, will result in disqualification without further notice and an alternate potential winner may be selected. In the event a potential winner is deemed ineligible, fails to comply with the Official Rules or is unable to claim the prize as specified, the potential winner will be disqualified, and an alternate potential winner will be selected. Prize award is contingent on eligibility verification and potential winner completing and returning all required Documents. Only three (3) random drawings to select an alternate potential winner (if necessary) will be conducted, after which the applicable prize will remain unawarded. By accepting a prize, winner understands and agrees that they may be videotaped, recorded and/or photographed as part of a prize award ceremony. Rights to any prize ceremony video, audio and/or photo belong solely to the Sponsor and can be used in any media throughout the world in perpetuity and in any manner at Sponsor's sole discretion, without further review, notice, approval, consideration or compensation to the winner or any third party.

<u>SCAM ALERT</u> - Protect yourself from scams. If you are selected as a potential winner in one of our giveaways, our Administrator, <u>Marden-Kane</u> will contact you via the phone number and/or the email address you provided on your order/mail-in entry form. You will <u>NEVER</u> be asked to provide a credit card, bank information or a payment of any kind as a condition of a prize award. Those are sure signs of Promotion scams. We do <u>NOT</u> use social media to contact winners of the giveaways we offer on <u>www.Z1Motorsports.com</u>, <u>www.z1offroad.com &</u> <u>www.teqsport.com</u>. Prize winnings must be reported to the IRS by U.S. winners when filing your tax returns, and any federal or state income taxes would need to be paid by you directly to the IRS. For more information, visit <u>http://www.mardenkane.com/scammer-alert</u> and/or <u>Scam Alerts | FTC Consumer Information</u>.

6. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"): One (1) Grand Prize – Confirmed winner will receive a 2003 Nissan 350Z. Base valued at approximately \$12,500 USD plus \$10,000 USD cash (to be fulfilled to the winner in the form of cash or check). The car is outfitted with a Z1 catalog and is supercharged with a body kit. Total ARV of the Grand Prize is \$22,500 USD.

Additional Vehicle Prize Disclosures – Winner will be solely responsible for any applicable licensing, insurance, title and registration fees and any other expenses not specified herein, including but not limited to costs incurred by winner related to the acceptance, pickup/transport or use of a prize. Winner must agree to pick up prize vehicle at a Sponsor-specified location in the U.S. within thirty (30) days of notification of availability from the Sponsor; failure to take delivery within 30 days of availability could cause prize to be forfeited and awarded to an alternate. Winner must have a valid driver's license which permits operation of prize vehicle in the winner's state/province/territory of residence and evidence of legally required insurance prior to taking delivery. In the event winner is unable to take delivery of the vehicle, winner will be disqualified, and an alternate winner may be selected. Sponsor reserves the right to provide a prize of equal or greater value at its sole discretion. No substitutions or transfer of prize by winner permitted. The prize vehicle will be awarded "AS IS" without warranty by Sponsor of any kind. Winner acknowledges that Sponsor has not made nor is in any manner responsible for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize offered in this Giveaway, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Vehicle may not meet safety or emissions testing required in some states, provinces, territories and/or counties/municipalities. Winner is responsible to check their state/province/territory/county for applicable emissions requirements and safety inspection requirements prior to accepting prize and must use vehicle in accordance with those regulations. Prize consists of only the items specifically listed as part of the prize. Limit of one (1) prize per person or household per calendar year.

Winner will be solely responsible for any applicable provincial, federal, state and local taxes and any other expenses related to the acceptance and use of a prize not specified herein. The value of the prize is taxable as income; if the winner is a resident of the U.S., the winner will receive an IRS form 1099 for the total value of the prize as stated herein. In no event will more than the stated number of prizes be awarded.

**GOVERNING LAW/JURISDICTION:** Unless the laws relevant for the domicile of the Entrant provide otherwise, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of participants or Sponsor in connection with the Promotion shall be governed by and construed in accordance with the laws of Georgia, United States.

7. RELEASE: Entrants/winner agrees to release, discharge and hold harmless Released Parties and their respective successors and assigns from and against any claim or cause of action or liability (including but not limited to, personal injury, death or damage to or loss of property) arising out of participation in the Giveaway or acceptance/receipt/travel to and/or from prize pick up location/use or misuse of the prize, or the use of any photo/video/entry, and agree to be bound by the Official Rules and the decisions of the Sponsor and/or Sponsor's representatives, which are final. Acceptance of a prize constitutes permission for the Sponsor and its agencies to use winner's name and/or likeness for purposes of advertising and trade without further compensation, including a winners list, unless prohibited by law. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any promotional materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Giveaway or in the announcement of the prize.

By accepting a prize, winner understands and agrees that they may be videotaped, recorded and/or photographed as part of a prize award ceremony. Rights to any prize ceremony video, audio and/or photo belong solely to the Sponsor and can be used in any media throughout the world in perpetuity and in any manner at Sponsor's sole discretion, without further review, notice, approval, consideration or compensation to the winner or any third party.

8. NOTICE: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION 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. Released Parties are not responsible for faulty, incorrect, undeliverable or mis transcribed phone/e-mail/internet transmissions, incorrect announcements of any kind, technical hardware or software failures of any kind including any injury or damage to any person's computer related to or resulting from participating in or experiencing any materials in connection with the Promotion, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmission that may limit a user's ability to participate in the Promotion. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to cancel or modify the Promotion if for any reason, the Promotion is undermined by any event beyond the Sponsor's control, including but not limited to fire, flood, epidemic/pandemic, labor dispute or strike, act of God or public enemy, or any force majeure event or if fraud, misconduct or technical failures destroy the integrity of the program; or if a computer virus, bug, or other technical problem corrupts the administration or security of the program as determined by Sponsor/it's agencies, in their sole discretion. In the event of termination, a notice will be posted online and a drawing to award the Grand Prize will be conducted from among all eligible entries received prior to termination. The failure of the Released Parties to comply with any provision of these Official Rules due to an act of God, epidemic/pandemic, act of public enemies or any act outside of the Sponsor's control/force majeure event, will not be considered a breach of these Official Rules. In the event a dispute arises regarding the identity of the Entrant, entry will be deemed made by the person whose name appears on the online order form or mail-in entry. Any damage made to the Website by an Entrant will be the responsibility of the Entrant and/or the authorized e-mail account holder of the e-mail address submitted at the time of entry. Proof of submitting entries will not be deemed to be proof of receipt by Sponsor. Any entries which are suspected of being fraudulent (including those using robotic, automatic, programmed or similar methods of participation) will be disqualified, based on determinations made solely by Sponsor. Sponsor reserves the right to prohibit the participation of an individual if fraud or tampering is suspected or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules.

**PLEASE READ: IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION.** These Official Rules contain terms that govern how claims relating to this Promotion will be resolved. For example, they include an arbitration agreement and waiver of

a class action that require submitting Promotion-related claims to an arbitrator (instead of going to court before a judge or jury). They also limit the ability to bring claims on behalf of other persons (that is, it prohibits bringing any class action or collective or representative proceeding). The Official Rules also limit the type of damages that can be recovered. Please read these terms carefully as they impact your legal rights and, by participating in the Promotion, you are agreeing to the terms.

DISPUTES AND CHOICE OF LAW: This Promotion is only offered in the 48 Contiguous United States, the District of 9. Columbia, and Canada (excluding Alaska, Hawaii & Quebec) and is governed by the laws of the State of Georgia. Sponsor's failure to enforce any terms of these Official Rules shall not constitute a waiver of that or any other provision. By entering, Entrants irrevocably consent to the dispute resolutions stated below as well as to the sole and exclusive jurisdiction of the courts of the State of Georgia in a county determined by the Sponsor for any action, suit or proceeding arising out of or relating to this Promotion. Entrant agrees that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved. Entrant agrees that whenever you have a disagreement with Administrator or Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, you will send a written notice to the Sponsor ("Demand"). Entrant agrees that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before Entrant accepted these Official Rules or the Sponsor's and/or Administrator's Privacy Policy. Entrant must send the Demand to the following address (the "Notice Address"): Z1 Motorsports, 2877 Carrollton Villa Rica Hwy, Carrollton, GA 30116, Attention; Legal Department. Entrant agrees that Entrant will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after Entrant sends a Demand. If the disagreement stated in the Demand is not resolved to Entrant's satisfaction within 10 business days after it is received, and Entrant intends on taking legal action, Entrant agrees that it will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of Entrant, Administrator, and Sponsor to litigate claims in court and Entrant, Administrator and Sponsor each agree to waive their respective rights to a jury trial or a state or federal judge. Entrant agrees that it will not file any lawsuit against Administrator or Sponsor in any state or federal court. Entrant agrees that if it does sue in state or federal court, and Administrator or Sponsor brings a successful motion to compel arbitration, Entrant must pay all fees and costs incurred by Administrator and Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, Entrant must affect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, Entrant may file its case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended) and as modified by the agreement to arbitrate in this Dispute Resolution section. Entrant agrees that the Arbitrator will have sole and exclusive jurisdiction over any dispute it has with Administrator or Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and enforcement of the agreement to arbitrate. The place of arbitration shall be Carroll County, Georgia. Entrant agrees that it will not file a class action or collective action against Administrator or Sponsor, and that Entrant will not participate in a class action or collective action against them. Entrant agrees that it will not join its claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's and/or Administrator's Privacy Policy, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances does Entrant, Administrator, or Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. Administrator and Sponsor agree that we will submit all disputes with Entrant to arbitration before the Arbitrator. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the Entrant and Sponsor's in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules (whether of the State of Georgia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Georgia. This arbitration provision shall survive conclusion, modification or termination of the Promotion and suspension, revocation,

closure, modification, or amendments to the Official Rules, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion.

- 10. PRIVACY: Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Giveaway for the purposes of administering the Promotion and prize fulfillment. By participating in this Promotion, Entrant's consent to such collection, use, and disclosure of your personal information. Information collected from participants is subject to Sponsor's privacy policy located at: www.z1motorsports.com/privacy.php.
- 11. WINNERS LIST: Winner will be announced at www.Z1Motorsports.com, www.Z1offroad.com & www.teqsport.com on or about September 30, 2025 or after the winner has been verified.

**SPONSOR:** Z1 Motorsports, 2877 Carrollton Villa Rica Hwy, Carrollton, GA 30116. Mail-In entries will not be accepted at this address.

**ADMINISTRATOR**: Marden-Kane, Inc., 575 Underhill Blvd., Suite 222, Syosset, NY 11791-3416. Mail-In entries will not be accepted at this address.

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