

**Porsche Cars North America Design/Drawing Contest
Official Rules**

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Sponsor

Porsche Cars North America, One Porsche Drive, Atlanta GA 30354 (“PCNA” or “Sponsor”).

2. Eligibility

The Porsche Cars North America Design/Drawing Contest (“Contest”) is open to persons who, as of December 6, 2019: (a) are legal residents of the United States of America; and (b) are eighteen (18) years or older. Employees, officers, and directors of Sponsor and its parents, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies, any other persons or entities involved in the development and/or administration of this Contest (collectively, “Contest Entities”) and the immediate family members (parent, child, sibling, or spouse) and/or household members (whether or not related) of such Contest Entities are not eligible to participate in this Contest. To enter this Contest and/or receive a prize, you must fully comply with these Official Rules and, by participating in this Contest, you agree to abide by and be bound by these Official Rules and the decisions of Sponsor and its designees, whose decisions shall be binding and final in all respects relating to this Contest.

3. Contest Period

The Contest period begins at 12:00:00 AM Pacific Time (“PT”) on December 6, 2019 and ends at 11:59:59 PM PT on December 21, 2019 (“Contest Period”). Pacific Time shall control for all purposes of this Contest. Sponsor's clock shall be the official time-keeping device for all purposes of this Contest.

4. How to Enter

All entries must be received in the manner described in these Official Rules during the Contest Period to be eligible for prizes.

Each participant must have a public Instagram account to enter the Contest and have his/her account privacy setting set to “Off.” There is no cost to obtain an Instagram account. Entries must comply with Instagram Terms of Use (<https://help.instagram.com/581066165581870>). Normal Internet access, phone, and usage charges imposed by your Internet and/or phone service(s) may apply.

Enter by: (a) drawing a “Porsche” or what Porsche means to you; (b) submitting your drawing by visiting Porsche Tracks at 395 Santa Monica Place, Santa Monica, CA 90401 (“Store”); (c) photographing your drawing together with the entry number printed on the entry form provided to you at the Store; (d) posting it on Instagram with the hashtag “#PorscheTracksContest”; (e) completing the entry form provided on-site at the Store with your name, email address,

telephone number, Instagram handle, and date of birth; and (f) giving the completed entry form to the product professional in the Store.

Each drawing, photograph, and entry form (collectively, “Entry” or “Entries”) must comply with the “Entry Guidelines and Requirements” below. By participating in the Contest, each participant declares that his/her Entry may be utilized by Sponsor or Contest Entities in any way, shape, or form.

Instagram is not affiliated in any way with this Contest, Sponsor, or Contest Entities. The use of Instagram in connection with this Contest is not intended to create a sense of endorsement or sponsorship by, or other association with this Contest, Sponsor, or Contest Entities.

5. Entry Guidelines and Requirements

LIMIT ONE ENTRY PER PERSON. Submission/upload of multiple Entries by or on behalf of the same person will result in ineligibility with respect to all Entries submitted/uploaded by or on behalf of that person. Entries must be submitted/uploaded by the entrant.

Prior to entering the Contest, participants must acknowledge that they agree: (1) to their entry in the Contest, and (2) that the Contest Entities shall have a license in and to their Entry (including all material embodied therein) immediately upon submission.

Entries must not, as determined in Sponsor’s sole and absolute discretion: (a) have ever been previously published; (b) infringe upon any rights of any third party including, without limitation, copyright, trademark, and rights of publicity and/or privacy; (c) copy, incorporate, or include music or video; (d) be or contain any content that is or may be perceived as violent, immoral, defamatory, derogatory, offensive, illegal, sexually suggestive, obscene, or similarly inappropriate, or that represents Contest Entities in a negative way or in any manner not consistent with their brand and/or reputation; (e) contain, include, or encourage images or activities that are dangerous, unsafe, or present unreasonable risk of harm to person or property; (f) suggest or imply to any person to undertake any dangerous, unsafe, or unduly risky activity; (g) be dangerous or unsafe to make or produce; (h) contain any mention, logo, trademark, service mark, storefront, trade dress, mascot, photograph, or other image or intellectual property of any business or company (other than Sponsor) without that entity’s prior written consent; and (i) contain any names or private and/or sensitive information about the entrant or anyone else. Such inappropriate Entries are strictly prohibited, and any Entry in violation of the above requirements and restrictions, as determined in Sponsor’s sole and absolute discretion, shall be deemed void.

By submitting an Entry in this Contest, each entrant represents and warrants that the above requirements have been met. Failure to satisfy these requirements, as determined in Sponsor’s sole and absolute discretion, may result in ineligibility with respect to all Entries submitted by or on behalf of that entrant.

Once submitted, Entries cannot be deleted, canceled, or modified. All Entries must be received during the Contest Period, as defined above. Incomplete and/or incorrect Entries will be voided and ineligible for a prize. Proof of submission will not be deemed to be proof of receipt by Sponsor. Normal Internet access, phone, and usage charges imposed by your Internet and/or phone service(s) may apply. In the event of a dispute over the identity of an entrant or potential winner, the Entry will be deemed to have been made by the authorized holder of the Instagram account on which the Entry is posted, and a potential winner may be required to provide identification sufficient to show that s/he is the authorized holder of such Instagram account.

Once an Entry has been submitted pursuant to these Official Rules, the entrant (or anyone else acting on behalf of the entrant) may not distribute, disseminate, sell, use, license, or post the Entry or any copies thereof in any medium (including other Internet sites or social media platforms) without the prior express written consent of Sponsor. All Entries submitted in connection with this Contest will be reviewed to ensure compliance with these Official Rules. Sponsor shall have absolutely no obligation to give feedback or reasoning for why an Entry is refused entry in the Contest, and Sponsor and its designees shall have the sole right to reject or remove an Entry from the Contest at any time.

6. Representations and Warranties/Indemnification

Each person who enters this Contest represents and warrants that s/he will abide by and comply with these Official Rules. Each entrant further represents and warrants that the Entry s/he submits does not contain any material that would defame or otherwise violate or infringe upon the rights of any third party, including patents, copyrights, trademarks, or rights of privacy or publicity, and will not violate any federal, state, or local laws or ordinances. Sponsor reserves the right, in its sole discretion, to disqualify any Entry that it believes contains obscene, offensive, or inappropriate content, that does not comply with these Official Rules, or that is not consistent with the spirit or theme of the Contest. Each entrant hereby agrees to indemnify and hold harmless Contest Entities from and against any and all third-party claims, actions, or proceedings of any kind and from any and all damages, liabilities, costs, and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations, or agreements of entrant hereunder.

7. Use of Entries

By entering this Contest and submitting an Entry, each entrant, as a condition of participation in the Contest: (a) grants a royalty-free, perpetual, and irrevocable worldwide license, regardless of subsequent assignment or ownership change, exclusive to Contest Entities (except for the limited rights accorded to Instagram through its Terms of Use), to use, edit, alter, adapt, modify, copy, reproduce, publish, display, distribute, transform, create derivative works from, and otherwise show and use (unless prohibited by applicable law) the Entry (including all material embodied therein), in any way or in any media or form, now or hereafter known or developed, in whole or in part, for trade, advertising, promotional, marketing, commercial, trade, or other purposes as Contest Entities determine, in their sole and absolute discretion. Entrants shall not have a right of notice, review, or approval of any such use of the Entry, entrant's Instagram handle/username, and/or entrant's name. Each entrant: (a) upon request by Contest Entities or their agents or representatives, shall sign any documents for such purpose; (b) acknowledges and agrees that the Entry (or any part thereof) and/or the entrant's name and/or Instagram handle/username may be used in whole or in part, alone or in combination with other works, and that the Entry may be changed, altered, edited, modified, or used in any other manner, as solely determined by Contest Entities; and (c) warrants and represents that entrant has received all rights, releases, and permissions that may be necessary to grant this license for the use of the Entry as stated.

8. Judging Criteria

All Entries shall be judged based on the following weighted criteria: (a) 50% for content quality; and (b) 50% for originality/creativity. In the event of a tie, Entries shall be rated on an additional category by the same panel of judges based on "overall impression." The rating for the "overall impression" category shall be based on a scale of one (1) to ten (10) with one (1)

being the lowest score and ten (10) being the highest score. The tie shall be broken and awarded to the highest cumulative score of the “overall impression” category rating from all participating judges.

9. Selection of Winners

Following the Contest Period, judges shall judge all eligible Entries submitted based on the “Judging Criteria” above and select three (3) winning Entries (first place, second place, and third place) on or around December 23, 2019. Potential winners do not have to be present at the winners’ selection to win.

10. Winner Notification

On or about December 23, 2019, Sponsor or its representatives will attempt to notify the potential winners of their winning status via email or phone. Before a Prize (defined below) is awarded, each potential winner will be required to complete, sign, and return an Affidavit of Eligibility and, where lawful, a Liability/Publicity Release (“Release”) (collectively, “Affidavit and Release”) within five (5) days of notification. If a potential winner does not sign and return the Affidavit and Release by the time indicated on the documents, or if a potential winner does not meet eligibility criteria or is otherwise unwilling or unable to comply with these Official Rules, or cannot be contacted within ten (10) calendar days, that potential winner may be deemed, in Sponsor’s sole discretion, to have forfeited a Prize, and an alternate potential winner may be selected. Those who do not win will not be contacted.

11. Prizes

First Place- one (1) first place winner will receive one (1) Porsche Driving Experience Gift Voucher. Approximate Retail Value (“ARV”) of First Place Prize: \$1,000. The Porsche Experience Center (“PEC”) voucher is redeemable at any of the three (3) Porsche Driving Experience locations. Participants will be required to have a valid driver’s license. Winner is solely responsible for all other expenses associated with the Prize, including but not limited to transportation and taxes.

Second Place- one (1) second place winner will receive one (1) pair of Bose Audio Sunglasses. ARV of Second Place Prize: \$199.00.

Third Place- one (1) third place winner will receive one (1) Porsche Design Gift Voucher. ARV of Third Place Prize: \$100.00. Gift voucher may be redeemed in-person (not online, over the phone, or any other method besides in-person) at a Porsche Design store location for items of equal or lesser value.

Total ARV of all Prizes: \$1299.00. In the event an ARV is more than the actual retail value of a Prize at the time of award, the difference will not be awarded in cash or otherwise.

12. Odds

The odds of winning a Prize depend on the total number of eligible entries received.

13. Prize Redemption

To redeem a Prize, a Winner must contact Sponsor's designated representative pursuant to the directions included in the notice. Winner may be issued an IRS Form 1099 for the ARV of the Prize and is advised to seek independent counsel regarding the tax implications of prize winnings. All local, state, and federal taxes are solely the responsibility of a Winner. No substitution, transfer, or exchange of a Prize or portion of a Prize or election of cash in lieu of a Prize or portion of a Prize will be permitted. Each Prize is subject to availability, and Sponsor reserves the right, in its sole discretion, to substitute any portion of a Prize with another prize or prize portion of equal or greater value (or cash equivalent) in the event that a Prize (or any portion thereof) is not available.

14. Publicity

Except where and as may be prohibited by law, participation in the Contest and acceptance of a prize constitutes express permission of each winner for Sponsor and those acting pursuant to the authority of Sponsor to use such winner's Entry, name, Instagram handle/username, photograph, image, likeness, voice, opinions, city, and state for advertising, trade, promotion, and publicity purposes in all forms of media now known or hereafter discovered or devised, worldwide in perpetuity, without further notice, review or approval, or compensation.

15. General Conditions

This Contest is subject to all applicable federal, state, and local laws and regulations. Contest Entities are not responsible for incorrect or inaccurate entry information, whether caused by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error, which may occur in the processing of the Contest entries. Contest Entities are not responsible for interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or jumbled, scrambled, or misdirected entries or transmissions, or for phone, electrical, network, computer hardware or software or program malfunctions, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical, or electronic or for any damage to any person's computer, phone, tablet, or other device related to participating in the Contest. By participating in this Contest, entrants waive any right to claim ambiguity in these Official Rules.

CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, in its sole discretion, to modify, cancel, or suspend this Contest and award the Prizes in accordance with the winner selection process described above from among all eligible entries received as of such date should fraud, virus, bugs, or other causes beyond Sponsor's control corrupt the administration, fairness, proper play or security of the Contest. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision, and Sponsor's failure or delay in enforcing any particular clause, provision, or aspect of these Official Rules shall not impact the validity, enforceability, or effect of any other clause, provision, or aspect of these Official Rules.

Sponsor reserves the right, in its sole discretion, to disqualify any individual it or its designees finds to be attempting to tamper with or undermine the entry process, any website associated

with this Contest, and/or the legitimate operation of the Contest; to violate the Official Rules; or to act in an unsportsmanlike or disruptive manner or with the intent to annoy, abuse, threaten, or harass any other person. Contest Entities are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error which may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt, use, or misuse of any prize.

16. Limitations of Liability/Release

By participating in this Contest and/or accepting a prize, each participant agrees to release Contest Entities from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the Contest or for damages of any kind caused by any prize or resulting from acceptance, possession, or use/misuse of prize awarded. **IN NO EVENT WILL CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, CLAIMS, ACTIONS, DAMAGES, LOSSES, OR LIABILITY OF ANY KIND, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, MISUSE, OR NONUSE OF A PRIZE. WITHOUT LIMITING THE FOREGOING, ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE 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.**

17. Disputes/Governing Law

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrants, Sponsor, and other Contest Entities in connection with this Contest, 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 or provisions that would cause the application of the laws of any jurisdiction other than the State of Georgia. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts located in the State of Georgia, 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 and/or this Contest. The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

18. Privacy/Use of Data

Any personally identifiable information collected during an entrant's participation in this Contest may be collected by Sponsor and used by Sponsor and its designees for purposes of the proper administration and fulfillment of this Contest as described in these Official Rules. In addition, by entering this Contest, entrants agree to Sponsor's use of entrant's personal information as described in Sponsor's Privacy Policy, which is found at <https://www.porsche-design.com/en/Data-protection-declaration/>. Sponsor's Privacy Policy may be updated from time to time without notice. Sponsor may use entrants' information to send marketing communications regarding promotional offers and product information. The privacy policy of Instagram is available on its website currently at <https://help.instagram.com/519522125107875>.

19. Disclosure of Winners

To request the name (first name and last initial) and city/state of residence of each Winner, please send a self-addressed, stamped business size envelope, for receipt by June 23, 2020 to: Porsche Cars North America, One Porsche Drive Atlanta GA 30354, Attention: Event Marketing Department.

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