"Discovery Crew Contest"

OFFICIAL RULES & REGULATIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. A purchase will not improve an individual's chances of winning. The Contest is void where prohibited by law.

1. Eligibility: Discovery Crew Contest (the "Contest") is open only to U.S. citizens or other U.S. persons who are legal residents of specific zip codes within certain eligible states of the United States served by The Auto Club Group, who are at least thirteen (13) years old, not older than fifteen (15) years old, and who are 8th grade students in good standing at their school at the time of entry and at the time of winner confirmation. For purposes of this Contest, "good standing" is defined as 2.5 GPA/C+ average, or equivalent, minimum. Eligible states (each a "State") are as follows: Colorado, Florida, Georgia, Iowa, Michigan, Nebraska, North Carolina, North Dakota, South Carolina, Tennessee, and Wisconsin, and certain portions of Illinois, Indiana, and Minnesota. For a list of eligible zip codes per State, <u>click here</u>. You do not need to be a member of any AAA Club to enter. However, you must reside within one of the eligible zip codes.

8th grade students and their parent or legal guardian who are employees of The Auto Club Group, AAA National, AmaWaterways, MaCher, AGA Service Company, Allianz Global Assistance, or Merkle Inc., or any of these entities' affiliates, subsidiaries, agents and agent support staff, advertising and promotion agencies and their immediate family members and/or those living in the same household of each are not eligible to enter.

The Contest is subject to all applicable federal, state, and local laws and regulations and is void where prohibited.

All winners and their parents/legal guardians must be fully vaccinated for COVID 19 as defined by the Centers for Disease Control and Prevention (CDC) AND must provide "acceptable proof" as defined by the CDC of being fully vaccinated.

2. Sponsors: The Auto Club Group, 1 Auto Club Drive, Dearborn, MI 48126; AmaWaterways, 4500 Park Granada, Calabasas, CA 91302; and Allianz Global Assistance (a brand of AGA Service Company), 9950 Mayland Drive, Richmond, VA 23233. Except where specified, each is considered the "Sponsor" in these Official Rules. **Administrator:** Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075.

3. Agreement to Official Rules: Participation in this Contest constitutes entrant's parent/legal guardian full and unconditional agreement to these Official Rules and Sponsors' and Administrator's decisions, which are final and binding in all matters related to this Contest. Winning a prize is contingent upon fulfilling all requirements, including consent from each winner's parent/legal guardian to a confidential background check to confirm each winner's eligibility and compliance with these Official Rules. Due to the nature of the prize offered, if a background check reveals that a winner or their parent/legal guardian has engaged in conduct that could damage the reputation of Sponsors or any of the Related Parties, as determined by Sponsor in its discretion, the winner and their parent/legal guardian may be disqualified.

Winners and their parent/legal guardian must be willing to be vaccinated for COVID-19 in advance of the cruise in alignment with Sponsors' requirements and operating protocols based on CDC guidelines, destination requirements, and river cruising best practices. See section 8 below for further explanation. Specific requirements will be defined and communicated to winners as the cruise approaches.

4. Timing: The Contest begins on August 23, 2022 at 12:00 a.m. Eastern Standard Time ("EST") and ends on September 23, 2022 at 11:59 p.m. EST (the "Contest Period"). Administrator's computer is the official time-keeping device for the Contest.

5. How to Enter: During the Contest Period, visit <u>http://www.aaa.com/DiscoveryCrew</u> and follow the links and instructions to complete and submit the registration form, including a valid email address. Next, follow

the directions to provide a response (each no longer than one hundred (100) words) to each of the following questions:

- a. <u>Question 1</u>: Why do you want to go on this trip?
- b. <u>Question 2</u>: How do rivers affect the communities through which they run?
- c. <u>Question 3</u>: During the trip, you will meet many people. In what ways do you expect the people you meet to be similar to and different from yourself and your friends and family?

Then, upload one (1) photo of yourself displaying your individuality and enthusiasm for travel and discovering the Netherlands and Belgium.

Your responses to all three (3) questions and photo will be collectively referred to as your submission ("Submission"). By uploading your Submission, you agree that it conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the "Guidelines and Restrictions") and that Sponsor, may disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Guidelines and Restrictions.

Submission Guidelines:

- Each written response must be in English and must not exceed one hundred (100) words in length;
- The photo must be in .jpg, .png, bmp, or .gif format; and
- The photo must not exceed 10 MB in size.

Content Restrictions:

- The Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- The Submission must not disparage Sponsor, Administrator or any other person or party affiliated with the Contest and administration of this Contest;
- The Submission must not feature brand names or trademarks other than the Sponsor's mark, which entrant has a limited license to use to incorporate into his/her Submission for this Contest;
- The Submission must not contain text or material not created by entrant;
- The Submission must not contain text or material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain text or material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Limit: Each entrant may enter the Contest one (1) time during the Contest Period. Submissions received from any person or email address in excess of the stated limit will be void. Submissions generated by script, macro or other automated means are void. Entrant must have permission from all individuals mentioned in the Submission (if any) to use their name and likeness in the Submission and to grant the rights set forth herein. If requested, entrant must be able to provide such permissions in a form acceptable to Sponsor. Except where prohibited by law, uploading a Submission constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. Except where prohibited by law, if requested, entrant will sign any documentation required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Released Parties (as defined in Section 9, below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions, all of which will be void.

In the event of a dispute regarding any Submission, the authorized account holder of the email address used to register will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

6. Winner Determination: After the conclusion of the Contest Period, a panel of qualified judges determined by Sponsor in its sole discretion will select the potential winners from among all eligible Submissions received, based on an application of the following criteria ("Judging Criteria") in a two-step process.

First, qualified judges will score each Question and Photo separately, as outlined below:

Question1:

- Level of enthusiasm and authentic interest in learning about others and the world during the trip (33%);
- Insight on how travel can affect personal growth (33%); and
- Communication skills, e.g., effective reader engagement, grammar, punctuation, creativity, articulation, use of appropriate humor (34%).

Question 2:

- Range of impacts identified, e.g., human, economic, political (33%);
- Insight expressed, e.g., accuracy, perspective, wisdom (33%); and
- Communication skills, e.g., effective reader engagement, grammar, punctuation, creativity, articulation, use of appropriate humor (34%).

Question 3:

- Openness and non-judgmental attitude (33%);
- Insight and depth of answer: (33%);
- Communication skills, e.g., effective reader engagement, grammar, punctuation, creativity, articulation, use of appropriate humor (34%).

Photo:

- Genuine passion for travel (33%);
- Creativity (33%); and
- Relevance to the region of the cruise (34%).

Next, once each Question and Photo has been judged separately, the overall score for each Submission will be based on the following weights:

- Question 1 (25%);
- Question 2 (25%);
- Question 3 (25%); and
- Photo (25%).

Of the total winners chosen, there will be a minimum number of winners selected per State to diversify the location of the selected winners. Minimum number of winners per State are outlined below:

State	Minimum number of winners per State
Colorado	1
Florida	1

Georgia	1
Illinois	1
Indiana	1
lowa	1
Michigan	1
Minnesota	1
Nebraska	1
North Carolina	1
North Dakota	1
South Carolina	1
Tennessee	1
Wisconsin	1

In the event of a tie, the entrant whose Submission received the higher score on the answer to Essay Question #2, as determined by the qualified judges in their sole discretion, will be deemed the potential winner. In the event there is still a tie, the entrant whose Submission received the higher score on the answer to Essay Question #3, as determined by the qualified judges in their sole discretion, will be deemed the potential winner. Sponsor reserves the right to select fewer than the stated number of minimum winners, if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Submissions.

7. Winner Requirements: Potential winners will be notified by email, mail, or phone on or around November 15, 2022. Except where prohibited by law, each potential winner's parent/legal guardian that will accompany winner on the Prize Trip will be required to sign and return a Declaration of Compliance, Liability and Publicity Release ("Declaration"), including consent to agree to a confidential background check and agreement to the Cruise Code of Conduct, all of which must be received by Administrator within seven (7) business days of the date notice or attempted notice is sent, in order to claim his/her prize. At the same time, each potential winner must also provide proof of being in good standing at their school by providing a report card or transcript within seven (7) calendar days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), does not comply with these Official Rules, or prize is returned as undeliverable, potential winner forfeits the prize. If the background check reveals that a potential winner's parent or legal guardian has engaged in conduct that could damage the reputation of Sponsor or any of the Released Parties, as determined by Sponsor in its discretion, Sponsor may disgualify potential winner. If a potential winner is disgualified for any reason, the prize may be awarded to a runner-up determined by the qualified judges, in Sponsor's sole discretion. Up to three (3) alternate winners may be determined, after which the applicable prize will remain un-awarded. Acceptance of any prize shall constitute and signify each winner's agreement and consent that Sponsor and its designees may use the winner's name, city, state, likeness, Submission and/or prize information in connection with the Contest for promotional, advertising or other purposes, worldwide, in any and all media now known or hereafter devised, including the Internet, without limitation and without further payment, notification, permission or other consideration, except where prohibited by law. Without limiting the generality of these Official Rules, each winner shall irrevocably grant, transfer, convey and assign to Sponsor the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Each winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent Sponsor chooses to refrain from any exploitation of its rights hereunder. Each winner will indemnify Sponsor, Released Parties (as defined in Section 9, below) and any licensee of Sponsor against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms.

8. Prizes and approximate retail values: <u>UP TO SIXTY (60) PRIZE PACKAGES WILL BE AWARDED</u>:

Each prize package includes: 1.) coach class round trip airfare to Amsterdam from a departure city and on a carrier determined by The Auto Club Group, 2.) travel insurance for the time of the trip, 3.) cash in 2022 to

help cover the standard cost of a passport for each traveler, and 4.) a cabin for themselves and their qualified, accompanying parent/legal guardian to share on a 7-night/8-day river cruise from March 12-19, 2023, beginning and ending in Amsterdam, with ports-of-call in the Netherlands and Belgium. Onshore excursions and onboard activities will include engaging learning experiences designed for the winners to gain a deeper appreciation for Dutch and Belgian cultures and the transformative power of travel. A wide range of topics will be covered and may include history, World War II and the impact of wartime on children, art, sustainability, flood control, engineering, science, nature, food, active adventures, sports, and interactions with similarly aged students in Belgium and the Netherlands.

The total approximate retail value of each prize package is at minimum \$5,000 (not redeemable for cash and only redeemable through the Sponsors subject to certain additional restrictions).

While Coach class round trip airfare will be provided from a city and on a carrier determined by The Auto Club Group, transportation to and from the departure city will be the responsibility of the winner and at the winners' expense.

Final routing, fare rules and carrier information will be provided at the time of booking and confirmed prior to travel date. Air deviations will not be permitted. Travel must be round trip. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, gratuities, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Winners and parents/legal guardians must travel on same itinerary and at the same time as the winner. Winners and parents/legal guardians must execute liability/publicity releases prior to issuance of travel documents. Winners' parents/legal guardian will be required to sign a health waiver form before sailing validating fitness to travel and waiver/consent form as to the voluntary nature of this trip. Winners and parents/legal guardians are solely responsible for obtaining valid passports and any other documents necessary for international travel. Winners and parents/legal guardians are responsible for complying with any COVID-19 requirements set forth by Sponsor, airline, hotels/accommodations, event venues or other vendors offering services that are part of the trip prize. Winners and parents/legal guardians will be required to provide proof of compliance with trip COVID-19 requirements on a timetable set by Sponsor. Failure to comply with any COVID-19 requirements may result in forfeiture of select elements of the prize or the entire prize. Forfeiture of select elements of the trip due to failure to meet these requirements will not impact the value of the trip as reported on an IRS Form 1099. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if river cruise is delayed, postponed or cancelled for any reason, in which event the trip in its entirety or portion thereof may be cancelled and no substitution will be provided except as in Sponsor's sole discretion. Sponsor reserves the right to delay the cruise by one year. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value.

Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. Limit: One (1) prize per person.

<u>Disabled Participants</u>: Handicapped facilities are not available on board during the cruise nor in many places visited on the cruise and cruise tours offered during this trip. If you have a disability and reasonable accommodation may enable you to participate in the cruise, please let us know how you believe we can help. Any participant must inform us in writing, at the time of being designated as a potential winner in the contest of any mobility impairment or other condition, whether physical, emotional or mental, which may require accommodation or use of an assistive device during the travel. A reasonable effort will be made to accommodate special needs, but we are not responsible for denial of service by carriers, hotels, or other independent suppliers. A winner who, due to impairment, is not self-sufficient, may be required to travel with

a chaperone who shall take responsibility for assistance needed during travel and in case of emergency. An individual with a disability that would result in a direct threat to the health and safety of others or to that individual may be excluded, if it is determined there is a significant risk that cannot be eliminated or reduced to an acceptable level by reasonable accommodations, policies, practices, procedures, assistive devices or services. If participant fails to timely inform us of any impairment or condition, and it is determined based on information that participant should have provided that participation poses a safety risk to participant or direct health or safety threat to others, participant may be excluded from parts or all of the travel. We shall have no liability to participant relating to any condition, treatment, failure to inform us of an impairment, or resulting exclusion.

9. Release: By receipt of any prize, winners' parents/legal guardians agree to release and hold harmless on their own behalf and their child or legal dependent's behalf all Sponsors, MaCher, and Administrator and all their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") 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 Contest or receipt or use or misuse of any prize.

10. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures, human error or any other factor impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the winners from among all non-suspect, eligible Submissions received up to time of such action using the judging procedure outlined above. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the Submission process or the operation of the Contest or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner and void all associated Submissions. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages and other remedies (including attorneys' fees) from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

Winner may make no substitution or transfer of prizes. All federal, state, and local taxes and other associated costs are the responsibility of each winner. Acceptance of a prize constitutes permission to the Sponsor and its agencies to use the winner's name and/or likenesses for purposes of advertising and trade without further compensation, unless prohibited by law. By participating in the Contest, entrants agree to be bound by the Official Rules and Regulations, and agree to release Sponsor from any liability related to the Contest. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest, to be in violation of the Terms of Use of the web sites, or to be acting in violation of these Official Rules. Sponsor may prosecute any fraudulent activities to the full extent of the law. Sponsor, its agents and employees assume no responsibility for lost, late, incomplete, misdirected, damaged, postage due, or illegible entries; or for any computer, telephone, cable, satellite, network, electronic or Internet hardware or software malfunctions, failures, connections, garbled or jumbled transmissions, service provider/Internet/web site/use net accessibility or availability, traffic congestion or unauthorized human intervention. Any use of robotic, automatic, macro, programmed or like on-line entry methods will void all such entries affected by such methods. If, for any reason, the on-line portion of the Contest is compromised by reason of tampering or technical failure, or any other causes beyond the control of Sponsor. Sponsor reserves the right at its sole discretion to cancel, modify or suspend the on-line portion of the Contest and select a winner from all eligible on-line entries received prior to and/or after (if any) the action taken by Sponsor. Sponsor further reserves the right to cancel, terminate, modify or suspend the Contest for any reason, in its sole discretion, by notice posted at the participating entry locations.

11. Limitations of Liability: Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrant, printing, typographical or other errors or by any of the equipment or programming associated with or utilized in the Contest; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the Submission process or the Contest; (4) printing, typographical, technical, computer, network or human error which may occur in the administration of the Contest, the uploading, the processing or judging of Submissions, the announcement of the prizes or in any

Contest-related materials; (5) late, lost, undeliverable, damaged or stolen mail; or (6) 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 or use or misuse of any prize (including any travel/activity related thereto). Released Parties are not responsible for misdirected or undeliverable Submissions or for any technical problems, malfunctions of computer systems, servers, providers, hardware/software, lost or unavailable network connections or failed, incomplete, garbled or delayed computer transmission or any combination thereof. Released Parties are not responsible for any unauthorized third-party use of any Submission.

12. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages 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 issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Michigan without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

13. Privacy Notice: Sponsor (The Auto Club Group) collects personal data when you enter the contest. Entering the contest by your Submission constitutes your permission for the Sponsor and its associated companies to maintain the data. This data is collected to maintain a record of those who have entered the contest, to ensure contact with potential winner, and for marketing purposes in accordance with the Sponsor's Privacy policy located at AAA.com/Privacy. Should you wish to opt-out of certain types of information sharing, you may do so by completing the opt-out portion of the Privacy Notice available on the website or at the AAA Club branch offices.

14. Winner List: For a winner list, please click <u>here</u>. The winner list will be posted after winner confirmation is complete.

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