



# rEV CHALLENGE OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. VOID WHERE PROHIBITED.

*The following rEV Challenge is intended for viewing in the United States only (including territories, possessions, and commonwealths) and will be construed and evaluated according to United States laws. Do not proceed in this site if you are not a legal resident of the U.S., 21 years or older, or if you are 20 and younger, without express permission of your parents or legal guardian, expressed by cosigning any application identified herein. By proceeding you are affirmatively asserting that you meet these criteria.*

**How to Enter:** Beginning at 9:00 a.m. Eastern Time (“ET”) on November 1, (“the rEV Challenge Period”), you may enter NEF’s rEV Challenge (i) by visiting the rEV Challenge website, [rEVed.org](http://rEVed.org) and completing and submitting the online entry form; and completing and submitting the waiver. Limit of one (1) entry, per valid email address, per eligible person. For purposes of the rEV Challenge, a “day” begins at 12:00 a.m. ET and ends at 11:59 p.m. ET unless specified otherwise. In order to access the rEV website and in an effort to optimize the rEV website user experience, ad blocking software on your computer needs to be disabled. These official rules are also available on the [rEVed.org](http://rEVed.org) website.

**Eligibility:** The rEV Challenge is open only to legal residents of the U.S. and its territories, possessions and commonwealths 13 - 18 years of age who have their parent or guardian sign the application with them and consent to their participation, except employees and members of their households, whether or not related, and immediate families (spouses, parents, siblings, children and each of their respective spouses regardless of where they reside) of National Energy Foundation (“Sponsor”) and any other participating parties and each of their respective parent companies, subsidiaries, dealerships and affiliates, and their advertising and promotion agencies and all local sponsors and all other participating parties (collectively, the “Participating Parties”), are not eligible to enter or win the Grand Prize. Sponsor reserves the right to conduct a background check on any potential Grand Prize Winner (as defined below) and reserves the right in its sole discretion to disqualify any person based on such background check if Sponsor determines in its sole discretion that awarding the prize to such potential Grand Prize Winner might reflect negatively on Sponsor or any of the Participating Parties.

**Privacy:** When you enter through the websites, you may be asked consent to receive promotional or reminder emails. It is optional, does not have to be agreed to in order to be eligible to enter the rEV Challenge and does not improve your chances of winning. The odds of winning depend upon the number of entries. Only one (1) winner will be selected.

**How the Grand Prize Winner will be Determined:** One (1) potential grand prize winner (the “Grand Prize Winner”) will be chosen by the National Energy Foundation after review of entries by selecting one (1) Grand Prize Winner from among all eligible entries received during the entire rEV Challenge Period on or about May 1, 2023 by the rEV Challenge Committee of National Energy Foundation (“rEV Challenge Administrator”). The criteria used for selection shall be as follows: (1) entry met technical requirements of submission; (2) no fraud or deception involved in entry; (3) the entry was created by the party who submitted the entry and did not violate any copyright or trademark laws; (4) the winning entry best promotes the

benefits of electric vehicles in an accurate, creative, humorous, informative and aesthetically pleasing manner as defined by the sole discretion of the rEV Challenge Administrator. Sponsor anticipates that the potential Grand Prize Winner will be contacted either by phone or email from a representative from the National Energy Foundation, by mail, or in person via an “ambush style” visit by National Energy Foundation’s representatives at the Grand Prize Winner’s home, school or other location between May 9, 2023 and June 9, 2023 (subject to change). The potential Grand Prize Winner may be filmed or otherwise recorded during such visit by National Energy Foundation. Grand Prize Winner and guardian may also be required to participate in a media event at National Energy Foundation’s expense. Entrants are advised to add [nefl.org](https://nefl.org) to their “safe senders” list to ensure that any email notification is delivered to their inbox. The Grand Prize Winner will be required to execute an affidavit of eligibility and return same, fully executed, within five (5) business days of date of issuance of prize notification. If National Energy Foundation is unable to contact the potential Grand Prize Winner within five (5) business days of the initial attempt, if the potential Grand Prize Winner fails to return all requested forms fully-executed by the specified date, or if the potential Grand Prize Winner fails to comply with these Official Rules, including traveling on the dates and times required by National Energy Foundation, his/her place as a possible Grand Prize Winner will be forfeited at Sponsor’s discretion, and an alternate Grand Prize Winner shall be selected. Sponsor reserves the right to select the winner in a format that shall be determined by Sponsor.

**Limitations of Liability:** Sponsor, the Participating Parties and any and all Internet servers and access provider(s) (collectively, “Released Parties”) are not responsible for: any incorrect or inaccurate entry information; human error; technical malfunctions; failures, omission, interruption, deletion or defect of any telephone network, computer online systems, computer equipment, server providers or software, including any injury or damage to participant’s or any other person’s computer relating to or resulting from participation in this rEV Challenge; inability to access the websites; theft, tampering, destruction or unauthorized access to, or alteration of entries; entries that are processed late or incorrectly or are incomplete or lost due to computer or electronic malfunction or traffic congestion on the Internet or at any website; printing, typographical, human or other errors; and any entries which are late, lost, incomplete or any combination thereof. Entries are considered only upon receipt. Online submission is not considered proof of delivery or receipt. By entering, all participants and/or entrants agree to release the Released Parties from and against all claims and damages arising in connection with each entrant’s participation and/or entry in the rEV Challenge and/or his/her receipt or use of any element of the Grand Prize awarded in this rEV Challenge including any injury or harm resulting from or any travel or activity related thereto. Any and all warranties and guarantees with respect to any prize element are subject to the respective manufacturer’s terms. All entries become the property of National Energy Foundation and will not be returned.

**CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE rEV Challenge MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY’S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.** If by reason of a printing or other error, more prizes are claimed than the number set forth in these rules, all persons making purportedly valid claims will be included in a selection process to award the advertised number of prizes available in the prize category in question. No more than the advertised number of prizes will be awarded. You further understand and agree that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides

that: **“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”** The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**Prize Terms:** Sponsor and rEV Challenge Administrator’s decisions with respect to the Grand Prize Winner and other matters pertaining to the rEV Challenge shall be final and binding. By entering into the rEV Challenge, each entrant consents to the use by National Energy Foundation and Participating Parties and their designees of entrant’s name, photograph, likeness, biography, voice, performance and/or video for advertising and promotional purposes including Participating Parties’ content in any and all media (including online announcements) now or hereafter known, throughout the universe in perpetuity without additional compensation, notification or permission, except where prohibited by law. In addition, participants in any of National Energy Foundation’s on-air presentations will be required to sign any agreements and releases designed by National Energy Foundation with respect to their services and performances. The rights include on location or studio-based on-air camera appearances, footage created when the potential Grand Prize Winner is contacted, and any photographs, videos, or other materials provided by Grand Prize Winner to the National Energy Foundation.

**Conditions of Entry:** Entry materials that have been tampered with or altered are void. If, in the National Energy Foundation’s opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the rEV Challenge, or if computer virus, bug, unauthorized intervention, fraud, or technical difficulties or other failures compromise, corrupt or affect the administration, integrity, security, fairness or proper conduct of the rEV Challenge, the National Energy Foundation reserves the right at its sole discretion to disqualify any individual who tampers with the entry process and void any entries submitted fraudulently, to modify or suspend the rEV Challenge, or to terminate the rEV Challenge and conduct a random drawing to award the prize using all eligible, non-suspect entries received as of the termination date. Should the rEV Challenge be terminated prior to the stated expiration date, notice will be posted on the websites. Any attempt by an entrant or any other individual to deliberately damage any website or undermine the legitimate operation of the rEV Challenge is a violation of criminal and civil laws and should such an attempt be made, the National Energy Foundation reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event of a dispute as to the identity of the potential Grand Prize Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at time of entry. “Authorized account holder” is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Such authorized account holder will be required to comply with these Official Rules.

**General Prize Conditions:** All costs, taxes, fees and expenses associated with a prize or the acceptance and use of any element of a prize not specifically addressed above are the sole responsibility of the Grand Prize Winner. All federal, state and local taxes on a prize are Grand Prize Winner’s responsibility. The Grand Prize Winner will be issued a 1099 tax form for the ARV of the prize. The specifics of all aforementioned elements of any prizes in the rEV Challenge shall be solely determined by the National Energy Foundation.

Some restrictions may apply. Prizes cannot be transferred, substituted or redeemed for cash except at the National Energy Foundation's sole discretion. Sponsor reserves the right to substitute any prize, or portions thereof, with a prize of comparable or greater value, at its sole discretion.

**Grand Prize:** One (1) Grand Prize Winner shall win the Grand Prize, which consists of: an electric bike with a value no more than \$2,000 and which the Grand Prize Winner must accept "as is" and without any warranties of any kind regarding its condition. Ownership of the electric bike shall be conveyed to the Grand Prize Winner without representations or warranties, express or implied, other than those, if any, provided by the Manufacturer ("Manufacturer") whom the National Energy Foundation has commissioned to provide the electric bike and any applicable manufacturers' warranties. The National Energy Foundation makes no representations that the electric bike will be of any particular brand, model, or in any particular condition. Manufacturer shall make all necessary disclosures to all Federal, State and local taxing authorities regarding the bike, and Manufacturer makes no warranty and to the fullest extent allowed under the law disclaims all implied warranties including, but not limited to, the implied warranties of fitness and merchantability. The Released Parties shall not be responsible for any defects, delays, recalls etc. associated with the bike. In lieu of taking title to the bike, the Grand Prize Winner will have the option of receiving 2,000 Dollars (\$2,000) (awarded in the form of electronic funds transfer) (the "Cash Option"). If the Grand Prize Winner cannot take possession of the bike due to a force majeure event or any other reason as determined by the National Energy Foundation in its sole discretion, Grand Prize Winner shall receive the Cash Option. Total ARV of Grand Prize is \$2,000.

**Disputes/Governing Law:** All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of any entrant or the Participating Parties in connection with the rEV Challenge, shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to any choice of law or conflict of law rules or provisions which would cause the application or the laws of any jurisdiction other than the State of Utah. Any action or litigation concerning this rEV Challenge shall take place exclusively in the federal or state courts sitting in Salt Lake County, Utah, and all entrants, identifiable persons, or third-party participants expressly consent to the jurisdiction of and venue in such courts and waive all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. Any and all disputes, claims and causes of action arising out of or in connection with the rEV Challenge, shall be resolved individually, without resort to any form of class action. You agree to service of process by mail or other method acceptable under the laws of the State of Utah.

**ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS rEV Challenge. ALL PARTICIPANTS AND ENTRANTS HEREBY WAIVE ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ENTRANT, IDENTIFIABLE PERSONS, OR THIRD-PARTY PARTICIPANTS, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE.**

**Winner List:** Beginning on or about June 12, 2023 you may obtain the name of the Grand Prize Winner by going to the rEV Challenge website, [rEVed.org](http://rEVed.org).

**Sponsor:** National Energy Foundation, 5505 South 900 East, Suite 300, Salt Lake City, UT 84117

**rEV Challenge Administrator:** rEV Challenge Committee of National Energy Foundation

