

Official Rules for GMAC Promotions

Overview: The terms below apply only to the specific promotions designated by the Sponsor and are not intended to apply to any other promotional offers, campaigns, programs, or activities unless expressly stated otherwise.

1. **BINDING AGREEMENT.** These rules (“**Rules**”) form a binding contract between Graduate Management Admission Council (“**GMAC**” or “**Sponsor**”) and you as an entrant. By entering a GMAC promotion (“**Promotion**”) or otherwise participating in the activities, you acknowledge that you have read, understand, and agree to be bound by these Rules. Please see the applicable cover sheet (“**Cover Sheet**”) for details regarding the specific promotion. The applicable Cover Sheet is made a part of these Rules and incorporated herein by reference; and, in the event of any inconsistency between the terms and conditions of these Rules and those set forth in the applicable Cover Sheet, these Rules will prevail, govern and control with the sole exception of those terms and conditions concerning the offering of a specific GMAC Promotion (as to which the terms and conditions of the applicable Cover Sheet will instead prevail, govern and control.) If you breach these Rules, you will forfeit your entry. All decisions of Sponsor on all matters pertaining to a GMAC Promotion are final and binding in all respects. For questions, please contact Sponsor at the designated email address on the Cover Sheet.
2. **GENERAL OFFICIAL RULES.** These Rules apply to specified Promotions sponsored by GMAC that are designed to work with an applicable Cover Sheet, which outlines any additional information, specific terms, or special notices. Please note that there may be both global and specific references to Promotions herein. Some Cover Sheets may include one or more Term(s), with each Term constituting a separate and distinct Promotion.
3. **TERM(S).** All Promotions shall include a start date/time and an end date/time on the Cover Sheet, which shall constitute a “**Term**” or “**Terms**.” All entries for a Term must be received by no later than the term end date/time listed on the Cover Sheet. Unless otherwise noted, the times will be United States Eastern Time (“**ET**”) according to Sponsor’s computer.
4. **SPONSOR.** GMAC (P.O. Box 2969, Reston, VA 20195, USA) is the Sponsor of Promotions subject to these Rules.
5. **ELIGIBILITY.** To be eligible to enter a Promotion and/or receive a prize, as of the beginning of a Term, you must: (i) be above the age of majority in your place of residence; (ii) have a valid email address and Internet access; and (iii) submit an entry as indicated on the Cover Sheet. Residents of any countries listed as void in the eligibility and restrictions section of the Cover Sheet are not eligible to enter or win a prize. Similarly, if a Promotion is only for specific jurisdictions, then those outside of the designated jurisdiction are not eligible to enter or win a prize. Employees, officers,

and directors of Graduate Management Admission Council, its affiliates, franchisees, subsidiaries, and agencies, and their immediate families (parents, siblings, children, and spouses of each, regardless of where they live) and those living in the households of such employees, officers, and directors (whether related or not), are not eligible to participate in a Promotion or win a prize. VOID WHERE PROHIBITED OR RESTRICTED BY LAW, INCLUDING AS LISTED IN THE ELIGIBILITY RESTRICTIONS. Promotions are subject to all applicable federal, national, state/provincial, and local laws and regulations, including applicable economic sanctions and other international trade regulations. Further restrictions on entry may be noted on the Cover Sheet.

- 6. TO ENTER TO WIN.** NO PURCHASE IS NECESSARY TO ENTER TO WIN. Please check the Cover Sheet for the method of entry and limit on the number of entries per person. All entries discovered to have been submitted by the same individual using multiple accounts or other artifice will be disqualified. All entries become the property of Sponsor and will not be acknowledged or returned. Sponsor is not responsible for: (i) lost, late, incomplete, invalid, illegible, or misdirected entries, which will be disqualified; (ii) failed, partial, or garbled computer transmissions; (iii) technical failures of any kind, including, but not limited to, electronic malfunctioning of any network, hardware, or software; or (iv) any error, technical or otherwise. Sponsor reserves the right, in its sole discretion, to disqualify any entry not in compliance with these Rules. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder (i.e., the natural person assigned to 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 email address) indicated at the time of entry. Entrants may need to provide Sponsor with proof that they are the authorized account holders of the email address associated with a selected entry.
- 7. ELECTRONIC COMMUNICATIONS.** By participating in a Promotion and submitting a Promotion entry, you agree to communicate for the purposes of the Promotion with Sponsor electronically. By agreeing to do business electronically, you: (i) agree that your consent to these Rules is a binding form of your electronic signature, which you agree binds you to these Rules; (ii) represent that you have Internet access and a valid email address enabling you access to the Promotion website and materials and to receive communications and documents electronically; (iii) that you have ensured that the Sponsor and its affiliates, subsidiaries, and other parties acting on its behalf are on your approved senders or that your email is not otherwise blocking communications regarding Promotions; and (iv) represent that you have a printer or other device to print or otherwise save communications and documents, including, without limitation, these Rules, and that you have, in fact, printed or otherwise saved a copy of these Rules for your records. This consent is effective unless and until you withdraw it. You may withdraw your consent to electronic communication and delivery of documents, update your contact information, or request a free paper copy of these Rules at any time by contacting Sponsor as set forth in these Rules. Sponsor will send you a confirmation notice once Sponsor has processed your change request.

- 8. WINNER SELECTION AND NOTIFICATION.** The Sponsor will conduct winner selection as detailed on the Cover Sheet. The prize notification from Sponsor will include instructions on how to claim a prize; failure to follow such instructions may result in disqualification/prize forfeiture and selection of an alternate winner from all remaining eligible entries. Some potential winners may be required to complete a mathematical skills test prior to being determined a winner. Sponsor is not liable for unsuccessful efforts to notify a potential winner regardless of cause. No prize transfer, assignment, or substitution by a winner is permitted. Winners are solely responsible for any taxes, fees, duties, and surcharges on the prize and may be required to cooperate and provide additional documentation and information for tax purposes so that Sponsor can issue any requisite paperwork. If, in Sponsor's sole discretion, a potential winner declines the prize, fails to claim the prize, will not provide requisite tax documentation or information, ignores the prize notification, is unavailable for prize fulfillment, fails to abide by the Rules, or is ineligible, such potential winner will be disqualified with prize forfeiture, and Sponsor may select an alternate winner from all remaining eligible entries.
- 9. PRIZES.** Odds of winning depend on the number of eligible entries received for a Promotion. Actual retail value may vary, and Sponsor will not award the difference between the ARV and actual value. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prizes become unavailable. At Sponsor's sole discretion, Sponsor reserves the right to not seek an alternate potential prize winner in the event that the individual originally selected ignores the prize notification, is disqualified, or is unable to accept the prize. Prizes are non-transferable and are not redeemable for cash (except as may be required by law). Prizes may not be sold, bartered, or exchanged by any winner. All details of any prize not specified herein shall be determined solely by Sponsor. By accepting a prize, the winner acknowledges compliance with these Rules. All tax liabilities arising from this Promotion (whether imposed by the U.S. or winner's country of residence, as allowed by applicable law) are the sole responsibility of the prize winner. Please check the Cover Sheet for the limit on the number of prizes per person/household. The actual prize may differ from promotional images with GMAC disclaiming any and all liability in conjunction therewith. Additional terms and conditions may apply to prizes; please check the Cover Sheet for such additional terms and conditions.
- 10. NUMBER OF PRIZES.** Only the number of prizes available for a Term as noted on the applicable Cover Sheet are available to be won for GMAC Promotions. If production, technical, seeding, programming, or any other reasons cause more than the stated number of prizes set forth on the Cover Sheet to be available and/or claimed, Sponsor reserves the right to award remaining prizes by a random drawing from among all legitimate eligible prize claims.
- 11. LICENSE.** Except where prohibited by law, by participating in a Promotion and/or accepting a prize, you grant to Sponsor the right, without limitation, to use your name, city, state/province, country, likeness, photo, and/or entry submission for promotional, advertising, or other purposes in any media now known or hereinafter developed, including, but not limited to, Sponsor's website(s) and/or social media account(s),

worldwide, without additional compensation or notification. Notwithstanding the foregoing, you may decline such use by notifying Sponsor at the designated email address listed on the Cover Sheet.

- 12. RIGHT TO DISQUALIFY, MODIFY, CANCEL, OR SUSPEND.** If for any reason a Promotion is not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity, fulfillment, or proper conduct of a Promotion, Sponsor reserves the right, in its sole discretion, to terminate, modify, or suspend said Promotion and to select winner(s) by conducting a random drawing from those eligible entries received up to the termination or suspension. Sponsor may also disqualify or prohibit an entrant from participating in a Promotion or winning a prize in any Promotion if, in its sole discretion, it determines that said entrant has violated the Rules or has threatened or is attempting to undermine the legitimate operation of a Promotion by cheating, hacking, deception, or other unfair or abusive practices (including the use of automated quick-entry programs), or is intending to annoy, abuse, threaten, or harass any other entrants or Sponsor's representatives. ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF A PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH ENTRANT OR ACTOR TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.
- 13. RELEASE AND INDEMNIFICATION.** To the fullest extent permitted by law, by participating, entrants and winner(s), and those acting on behalf of entrants and winner(s), agree to release and hold Sponsor, its affiliates, subsidiaries, as well as all those acting on its behalf, including any respective employees, agents, and officers, (collectively, "**Released Parties**"), from and against any and all losses, damages, rights, claims, and actions of any kind arising in whole or in part, directly or indirectly, including, but not limited to, those relating to privacy, publicity, personal injury, death, or damage to or loss of property, arising out of participation in a Promotion or receipt or use or misuse of any prize. The potential winner(s) may be required to complete an affidavit of eligibility, a liability release, and (where legal) a publicity release, which must be returned within the time period specified by Sponsor in the notification. If documents are not timely returned, if a notification or prize is returned as non-deliverable, or if a potential winner is found to be ineligible or not in compliance with these Rules, the prize may be forfeited and an alternate potential winner may be selected.
- 14. LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED BY LAW, RELEASED PARTIES ARE NOT RESPONSIBLE FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY ENTRANT, BY PRINTING, TYPOGRAPHICAL, OR OTHER ERRORS, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE PROMOTION; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN PHONE LINES OR NETWORK HARDWARE OR SOFTWARE, FAILED, INCOMPLETE, GARBLED, DELAYED COMPUTER TRANSMISSION, OR ANY COMBINATION THEREOF; (3) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR OF

WITH A GMAC PROMOTION; (4) PRINTING, TYPOGRAPHICAL, TECHNICAL, COMPUTER, NETWORK, OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF A GMAC PROMOTION, THE ANNOUNCEMENT OF THE PRIZES, OR IN ANY PROMOTION-RELATED MATERIALS; (5) LATE, LOST, UNDELIVERABLE, DAMAGED, DELETED, OR STOLEN ENTRIES; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM ENTRANT PARTICIPATION IN A GMAC PROMOTION OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. RELEASED PARTIES ARE NOT RESPONSIBLE FOR MISDIRECTED OR UNDELIVERABLE ENTRIES.

- 15. NO WARRANTIES.** WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, EVERYTHING REGARDING PROMOTIONS, INCLUDING THE PRIZE(S) AND TRANSLATIONS (WHERE PROVIDED), IS PROVIDED “AS IS” WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND ANY WARRANTIES OF ACCURACY, RELIABILITY, AND TIMELINESS.
- 16. DISPUTES AND CLASS ACTION WAIVER.** TO THE FULLEST EXTENT PERMITTED BY LAW, ENTRANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH A GMAC PROMOTION, THESE RULES, OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND EXCLUSIVELY BY THE APPROPRIATE FEDERAL OR STATE COURTS LOCATED IN THE COMMONWEALTH OF VIRGINIA; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING A GMAC PROMOTION (IF APPLICABLE), 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 SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, 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 RULES OR THE RIGHTS AND OBLIGATIONS OF THE ENTRANT AND SPONSOR SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF VIRGINIA WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW PRINCIPLES (WHETHER OF THE COMMONWEALTH OF VIRGINIA OR ANY OTHER JURISDICTION) WHICH WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THE COMMONWEALTH OF VIRGINIA.
- 17. DATA PRIVACY.** Your personal information (“PI”) will be used to fulfill the terms of Promotions you enter and may therefore be shared with any subcontractor, agent, or partner that assists or is otherwise involved in a GMAC Promotion or website operation and as specified in GMAC’s privacy policy available at <https://www.gmac.com/about-us/privacy-statement>, as amended from time to time. Pursuant to applicable laws pertaining to data collection and processing, you may have a right of access to, consultation, modification, portability, destruction, and withdrawal of your PI. You may

also have the right of opposing the data collection by contacting Sponsor. Your PI will be stored on servers located in the US and other jurisdictions monitored by Sponsor; and, you understand and agree that data privacy laws/regulations of the US and such other jurisdictions may not be as robust as those of your country of residence. By participating in a GMAC Promotion, you hereby consent to the transfer of your PI to Sponsor for administrative purposes and other purposes to which you may consent as outlined herein. By participating in a GMAC Promotion and consenting to these Rules, you: (i) grant your express written permission to the use and storage of your PI; and (ii) acknowledge and agree to receive electronic communications via email from Sponsor relating to the administration and conduct of the Promotion. You may be provided the option to allow GMAC to send you promotional communications about GMAC and its subsidiaries, including communications regarding its events, products, and services. You may (or may not) choose to opt-in to receive such promotional communications without in any way affecting your ability to enter the Promotion or your odds of winning a prize in the Promotion.. If you elect to receive such communications, your PI will also be used to send this additional information to you. You may opt-out of receiving such communications at any time by following the instructions included in same. PI will be treated in accordance with Sponsor's privacy policy. If you have any questions about the use of your PI, please contact privacy@gmac.com.

- 18. SEVERABILITY AND ORDER OF PRECEDENT.** The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision, and in such occurrence, these Rules shall be construed as if the invalid or unenforceable provision was not contained herein. Notwithstanding the foregoing, in the event that Promotions are prohibited or restricted by law, the Promotion shall be void in that jurisdiction. The terms set forth in these Rules shall control in the event of a conflict.
- 19. WINNERS LIST.** For a complete list of prize recipients, please contact Sponsor at the designated email address listed on the Cover Sheet by no later than three (3) months from the end of the applicable Term.
- 20. NO REPRINTS.** These Rules may not be reprinted/distributed in any way without Sponsor's prior written consent.
- 21. LANGUAGE TRANSLATION INFORMATION AND DISCLAIMERS.** These Rules may be translated for your convenience. Any such translations are provided "AS IS" and at your own risk. The English version of the Rules shall govern in the event of a dispute between any translations provided and should be referred to if a question arises relating to the accuracy of the information contained in a translation. Discrepancies or differences in any translation are not binding and have no legal effect for compliance or enforcement purposes.

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Any third-party trademarks mentioned as they relate to a Promotion are the property of their respective trademark owners. The use or mention of such third-party trademarks in these Rules or in the Promotion is solely for descriptive purposes and shall in no way imply an endorsement or sponsorship of the Promotion.