

Ally Challenge 2020 Sweepstakes Official Rules
NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE
YOUR CHANCES OF WINNING.

PROGRAM DESCRIPTION:

Sweepstakes offered only in the 50 United States and District of Columbia (“U.S.”) and will be promoted only at the Ally displays in Fenton, MI, Flint, MI and Grand Blanc, MI, and via The Ally Challenge social media channels.

SPONSOR:

Ally Financial Inc., 500 Woodward Avenue, Detroit, MI 48226

ADMINISTRATOR:

High Stepping Pony Productions, LLC, 840 Apollo Street, Suite 100, El Segundo, CA 90245

SWEEPSTAKES PERIOD:

Sweepstakes begins Friday, July 23, 2020 at 9:00 a.m. EST and ends on Sunday, August 2, 2020 at 6:00 p.m. EST (“Sweepstakes Period”).

ELIGIBILITY:

The Sweepstakes is open only to people posting photos to their respective Instagram accounts with appropriate hashtags who are legal U.S. residents and 18 years of age or older at the time of entry (“Entrant”). Employees, directors, and officers of Ally Financial Inc. (“Sponsor”) and their immediate families (spouses, siblings, parents and children and their spouses) and household members, as well as Sponsor’s subsidiaries, affiliates, and agents, and any companies involved in the implementation and execution of the Sweepstakes (together with Sponsor, the “Sweepstakes Entities”) are not eligible. Sweepstakes void where prohibited.

HOW TO ENTER:

To enter, Entrant must take a photo with one of the Ally Challenge photo displays in Flint, MI, Fenton, MI, or Grand Blanc, MI, and post it to their own Instagram account with the hashtags #allychallenge and #sweepstakes during the Sweepstakes Period (each an “Entry”). Entrant’s Instagram account must be public in order to be eligible for an Entry.

Entries must also conform to the following:

- 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;

- Must be suitable for publication in a public forum (as determined by Sponsor in its sole discretion);
- Must not disparage Sponsor or any other person or party affiliated with the promotion and administration of this Sweepstakes;
- Must not in any way mention, refer or otherwise allude to the name, logo or trademark of any entity, individual, product or brand other than those of Sponsor;
- Must not include personally identifiable information;
- Must not contain material that is inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libelous (as determined by Sponsor at Sponsor's sole discretion);

Must not contain, facilitate, reference or use material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, ethnicity, religion, nationality, disability, sexual orientation, political orientation, citizenship, ancestry, marital status or age (as determined by Sponsor at Sponsor's sole discretion);

Limit one (1) Entry per person. Entry limited to Instagram posts only. Sponsor is not responsible for late, lost, misdirected or illegible Entries or any computer, online, telephone or technical malfunctions that may occur. Entries are void if proper hashtags are not used, Entry does not conform to the guidelines above or Entry is posted outside authorized channel (i.e. Instagram)..

EVENT PRIZE:

One (1) randomly selected winner will receive a VIP package for two (2) people for the Ally Challenge 2021 in Grand Blanc, MI. VIP package includes VIP credentials for the Ally Challenge and the allowances/benefits associated with such credentials. Approximate Retail Value ("ARV") of the prize is \$500.00.

Winner is responsible for all taxes (federal, state, and/or local) and any other expenses not listed which relate to acceptance and use of prize. An IRS form 1099 will be issued if required by law. The odds of winning any drawing depend on the number of specified prizes offered and total number of eligible entries received for that drawing. The prize will be awarded provided a sufficient number of eligible entries are received for a specific drawing.

TRANSPORTATION TO/FROM THE TOURNAMENT IS NOT INCLUDED.
Sponsor/Administrator not responsible for any additional travel expenses and/or costs incurred by or on behalf of the winner.

WINNER SELECTION AND VERIFICATION:

The winner will be selected in a random drawing conducted on Monday, August 10, 2020 from among all eligible Entries received during the Sweepstakes Period. The drawing will be conducted by the Administrator under the supervision of a Sponsor representative. Winner will be notified via Direct Message on Instagram, and will have until Friday, August 14, 2020 to accept the prize. If a prize is refused, a prize or prize notification is returned or deemed undeliverable, or potential winner is disqualified for any reason, Sponsor will randomly select an alternate winner from among the remaining eligible Entries.

Except where prohibited by law, acceptance of a prize constitutes permission for Sponsor to use the winner's Entry, name, hometown, likeness, statements and other personally identifiable information for advertising and marketing of Sponsor's products, services and consumer promotions in any media throughout the world without additional prize, incentive, consideration, consent or review; and upon request, winner will provide written consent to such use.

Winner may not transfer, exchange or redeem prize for cash; however, Sponsor reserves the right to substitute, in whole or in part, a prize of comparable or greater value in its sole discretion.

GENERAL CONDITIONS/RELEASE:

By participating, Entrants: (a) release Sweepstakes Entities, their respective directors, officers, agents and employees, and Instagram, from any and all liability for any claims, costs, injuries, losses or damages of any kind caused by their participation, including the unauthorized or illegal access to personally identifiable or sensitive information or the acceptance, possession, use, or misuse of the prize; and (b) acknowledge that said parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to a prize including, but not limited to, its quality or availability.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes for any reason, including, but not limited to, if the Sweepstakes, or any portion thereof, is compromised by virus, non-authorized human intervention, any fraud, mechanical failures or any other factor beyond Sponsor/Administrator's reasonable control which impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor/Administrator reserve the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of the Sweepstakes or to be acting in

violation of these Official Rules or in an unsportsmanlike or disruptive manner and all associated entries will be void. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor/Administrator reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors/Administrator's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

In the event Sponsor/Administrator are prevented from awarding a prize or continuing with the Sweepstakes as contemplated herein by any event, including but not limited to fire, flood, natural or man-made epidemic of health or other means, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, public health crisis (e.g., SARS), order of any court or jurisdiction, or other cause not reasonably within Sponsors/Administrator's control (each, a "Force Majeure" event or occurrence), then subject to any governmental approval which may be required, Sponsor shall have the right to modify, suspend, or terminate any portion of the Sweepstakes.

The Sweepstakes Entities are not responsible for: (1) any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes; (2) lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (3) unauthorized human intervention in any part of the Sweepstakes; (4) errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, any error or difficulty which may occur in the administration of the Sweepstakes, the processing of entries, the announcement of the prizes or in any Sweepstakes-related materials; or (5) 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 Sweepstakes. **THE SWEEPSTAKES ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WITH REGARDS TO THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, OF THE PRIZES.**

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor/Administrator in connection with the Sweepstakes, 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.

AGREEMENT TO THE OFFICIAL RULES:

By participating in the Sweepstakes, each Entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and the Administrator, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

WINNER/RULES:

To obtain the name of the Winner for the Ally's Ally Challenge 2020 Community Social Media Sweepstakes or a copy of the official rules via mail, send a stamped, self-addressed envelope to: Ally, 500 Woodward Avenue, Detroit, MI 48226, Mail Code: MI-01-09-MKTG.

Mail Code must be included on the outside of the envelope as part of the address to ensure proper delivery. Specify "Ally Challenge 2020 Community Social Media Sweepstakes" and "Winner list" or "Rules" on your request.

This sweepstakes is in no way sponsored, endorsed or administered by, or associated with the PGA and associated entities, Warwick Hills Country Club, or Instagram.