

## The 2023 ComEd EV Rally Official Rules

### NO PURCHASE NECESSARY TO ENTER OR WIN.

- 1. CHALLENGE DESCRIPTION:** The 2023 ComEd EV Rally Contest and Race (the "Promotion") begins on February 20, 2023 at 8:00:00 AM CST and ends June 1, 2023 at 11:59:59 PM CST ("Promotion Period"). The Promotion consists of an initial contest where eligible participants (the "Entrant") may submit, with the approval of but without the assistance from his/her parent/legal guardian, an entry including 100-word responses to at least three (3) of four (4) essay questions (the "Contest"). Contest Entries will be judged by a panel of judges appointed by Sponsor to determine the Entrants (the "Participants") who will participate in the EV Rally racer build and race (the "Build"). Forty-five (45) Participants will be selected to participate in a competition between nine Science, Technology, Engineering, and Mathematics ("STEM") student teams who assemble and then race an electric-powered vehicle (the "Vehicle") with the assistance of Commonwealth Edison Company ("Sponsor"). Assembly of the Vehicle will take place during a series of four (4) workshops in a Sponsor-provided facility with blueprints, instructions and a mentor for Vehicle assembly provided by Sponsor.

The Promotion ends with the nine teams competing in a single day (time and duration to be determined by Sponsor in its sole discretion) on July 29, 2023 ("Race Day") consisting of:

- A.** Three (3) preliminary race heats of three (3) teams per heat which will require each Participant to act as a driver of the Vehicle for at least one (1) leg of the five (5)-leg race heat, and each team must correctly complete four (4) individual STEM challenges which could be STEM related questions or STEM related skill tests. Therefore, the race will begin with one (1) leg and continue with one (1) challenge and proceed in that cadence until four (4) challenges and five (5) legs have been completed according to the race judges.
- B.** One (1) final championship three-leg race will be conducted between the Vehicles of the three (3) teams that win a preliminary race heat; each team must correctly complete two (2) individual STEM challenges which could be STEM related questions or STEM related skill tests and three (3) of the five (5) team members as selected by the team will each drive one leg during the final championship race and the team/Vehicle who reaches the finish line first will determine the 2023 ComEd EV Rally winning team. Therefore, the race will begin with one (1) leg and then one (1) challenge and proceed in that cadence until two (2) challenges and three (3) legs have been completed according to the race judges.

Each team will also have a minimum of one (1) Sponsor mentor employee to assist in the assembly workshops, preparation for and supervision of Race Day competitions. Sponsor mentors may not participate as a Vehicle driver during the Race Day events. Sponsor mentors will not provide correct answers to STEM challenges on Build Days or on Race Day to their respective team. In the event that all team members do not attend the Race Day for any reason, that team will compete in the STEM challenges and driving portion of the race with the number of team members who are in attendance. By participating and submitting an entry in the Promotion, each Entrant and the Entrant's parent or legal guardian unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects.

- 2. PROMOTION ELIGIBILITY:** The Promotion is open to girls ages 13 through 18 who are legal residents of Illinois as of February 20, 2023 and are currently enrolled in grade 7-12 as for the 2022-2023 school year with parent or legal guardian permission to enter and participate. The Participants will be organized into nine (9) 2023 ComEd EV Rally build teams as selected by the Sponsor. Persons who have been a Participant or competed on a team in a previous ComEd EV Rally or Icebox Derby Contest are not eligible to become a Participant in this Promotion. Persons who are an employee, director, officer, or independent contractor in any of the following categories, or are the immediate family member (spouses, parents, legal guardians, children, and siblings and their spouses) of, and/or those living in the same household of such person, are NOT eligible to participate in the Promotion: (a) the Sponsor or its parent companies, subsidiaries, or affiliated companies; (b) any entities participating in the Promotion; and (c) any entities engaged in the development, production or distribution of Promotion materials or the prizes. Void outside the state of Illinois and where prohibited.

### 3. PROMOTION SCHEDULE

Contest Entry Period	Contest Judging Period	Kick Off Event	Build Sessions	EV Rally Race Day Event
Feb 20, 2023 –	June 2, 2023 –	July 15, 2023	July 18, 2023 July 20, 2023	July 29, 2023

June 1, 2023	June 8, 2023		July 25, 2023 July 27, 2023	
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The Sponsor reserves the right to extend or change the dates of the Challenge Period, Build Sessions, EV Rally Race Day Event and Winner Announcement in its sole discretion.

- 4. HOW TO ENTER THE CONTEST:** To enter the Contest, during the Contest Entry Period eligible individuals must, with their parent/legal guardian's permission, visit [www.comedevrally.com](http://www.comedevrally.com), click Apply now, and on the next page, complete the following steps to submit:
- A.** Complete the entry form in its entirety including:
    - i.** Entrant's full name, date of birth, email address, complete home address, school they attend, grade they are currently in for the 2022-2023 school year, and, if applicable, the name of any student/community organization the participate in;
    - ii.** Entrant's parent/legal guardian's full name, email address, complete address and phone number;
    - iii.** Checking the box to indicate that they have read, understood and accepted the Official Rules;
    - iv.** Correctly answer the multiple-choice quiz questions;
    - v.** Provide a response in the form of an essay, not to exceed 100 words, to at least three (3) of the four (4) essay questions;
    - vi.** Upload a photo of yourself only ("Photo") (Photo must be in JPG or PNG format and must not to exceed 20MB); and
    - vii.** Click the Submit button (the "Entry").
  - B.** Upon successfully submitting an Entry, Entrant's parent/legal guardian will be sent an email to the address provided at the time of entry with instructions to confirm that he/she agrees to his/her child's participation in the Promotion and has read, understood and accepted the Official Rules (the "Entrant Confirmation").
  - C.** Upon completion of the Entrant Confirmation, eligible Entries will be entered into the Contest.

Once submitted, entries become the property of the Sponsor, will not be returned and will be used by Sponsor in accordance with these Official Rules and its policies.

Limit of one (1) Entry per person during the Contest Entry Period. Any additional Entries by the same person during the Promotion Period will void and render ineligible all Entries submitted by that person. Automated means of participation are prohibited and any use of automated devices will cause disqualification of the Entrant and any Entry such Entrant has submitted. Entrants may not enter using multiple email addresses nor may Entrants use any device, script, bot, program or artifice technical or otherwise to enter multiple times above the stated limit or as multiple Entrants. Any Entrant who attempts to enter with multiple email addresses or uses any device, script, bot, program or artifice technical or otherwise to enter multiple times will be disqualified and forfeit any prizes won (as applicable), in Sponsor's sole discretion, as well as perhaps being subject to sanctions for violation of Sponsor's legal rights as such actions constitute tampering. Sponsor may disqualify Entries if the Entry includes inappropriate, offensive or other derogatory language, content or information. Sponsor reserves the right to remove, reject or disqualify (along with the Entrants who submitted them) any posted Entry which, in its opinion violate any of these Official Rules or is otherwise inappropriate for inclusion in the Promotion. Other proof of submitting an Entry (such as a printed or copied screenshot or message) does not constitute proof of actual receipt of the Entry for purposes of this Promotion. The administrator's database clock, as applicable, will be the official timekeeper for the Promotion.

Entries cannot:

- Include substantive responses that are the work of anyone but the applicant.
- Include any other individuals other than Entrant; Entrant should be the primary subject of the Photo;
- Be violent or negative of any ethnic, racial, gender, religious, professional or age group, profane or obscene;
- Contain, reference or include the use of alcohol, illegal drugs, tobacco, firearms/weapons, any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Be offensive or be about hate; Entry cannot defame, misrepresent or contain negative remarks about Sponsor or its products, or other people, products or companies;
- Contain trademarks, logos or trade dress owned by others or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, e-mail addresses or street addresses;
- Contain copyrighted materials owned by others without permission;

- Contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than Entrant, without permission;
- Communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate
- Otherwise be in violation of any law.

For the purposes of this and the following paragraph, if the Entrant is a minor in the State of Illinois, the term “Entrant” includes such minor’s parent or legal guardian. By providing an Entry, each Entrant assigns, transfers and conveys all right, title and interest in and to the Entry to Sponsor. Sponsor and its agents shall have the right, among others, to sell, copy, publish, distribute, perform, transmit, display, use, adapt, edit, modify or otherwise use the Entry throughout the world in perpetuity in any way, in whole or in part, in commerce and in any and all media now known or hereinafter developed, without limitation and without further consideration, compensation or notice to the Entrant. Entrant also (1) grants Sponsor the irrevocable, unrestricted worldwide right to use, publish, display, broadcast and distribute materials bearing Entrant’s name, voice, image, likeness and/or any other identifiable representation of Entrant, including, but not limited to, statements attributable to Entrant (“Entrant’s Likeness”); (2) agrees that all materials containing Entrant’s Likeness shall be and remain the sole and exclusive property of Sponsor; (3) assigns any and all rights in or to such material to Sponsor and releases and forever discharges Sponsor from any and all claims, liabilities and damages relating to the use of Entrant’s Likeness; (4) waives any and all rights to inspect or approve Sponsor’s use of the Entry or Entrant’s Likeness, or any part or element thereof; and (5) by providing an Entry to Sponsor, warrants and represents that the Entry: (a) is their original work; (b) has not been previously published; (c) has not won previous awards; (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other rights of any person or entity; (e) that they have obtained permission from a person (or such person’s parent or legal guardian if the person is a minor), whose name, image, or likeness is used in the Entry; and (f) that publication of the Entry on the Internet or other media will not infringe the rights of any third party. Entrant indemnifies and holds harmless Sponsor and its officers, directors, employees, agents, franchisees, subsidiaries, affiliates, divisions and representatives, against all claims, demands, suits, or other proceedings, and all resulting loss, damage, liability, cost, and expense (including reasonable attorneys’ fees), made by any third party due to or arising out of: (a) the Entry; (b) Entrant’s violation of these Official Rules; or (c) Entrant’s violation of any rights of any third party. Sponsor reserves and Entrant grants to Sponsor the right to assume the exclusive defense and control of any matter subject to indemnification by Entrant.

By providing an Entry, Entrant agrees that the Entry is made without restriction, will not place Sponsor under any obligation to use the Entry, and Sponsor is free to disclose the Entry on a non-confidential basis to anyone or otherwise use the Entry without any additional compensation to Entrant. Entrant acknowledges and agrees that she/he has no claims, and hereby waives any and all claims, against Sponsor, its parent company, subsidiaries, affiliates, suppliers and agencies, and each of their respective officers, directors, employee and agents in connection with Sponsor’s consideration, use or development of any similar or identical idea, concept, design or other information now or in the future. Sponsor reserves the right to remove, reject or disqualify (along with the Entrants who submitted them) any Entries which, in Sponsor’s sole discretion, violate any of these Official Rules or are otherwise inappropriate. Sponsor further reserves the right to remove and disqualify (along with the Entrant who submitted it) any Entry if Sponsor determines in its sole and absolute discretion, after the Entry has been submitted, that the Entrant has violated these Official Rules or the policies, terms or conditions of the Website in any way.

## 5. PRIZE INFORMATION:

- A. **Participant Prize:** Each Participant shall receive \$2,000 awarded in the form of a check.
- B. **Build Day Prizes:** There are forty-five (45) Build Day Prizes available to be won. Each Participant has the chance to win only one (1) Build Day Prize. Each Build Day Prize includes one (1) tablet computer. The approximate retail value of each Build Day Prize is \$449.
- C. **Race Winners:** Each winner will be provided the opportunity to be celebrated as the winners of the EV Rally at various promoted events.

Model and specs of tablet computer prize to be determined by Sponsor. Prizes are non-assignable, non-transferable and have no cash surrender value. No prize substitutions or cash redemptions will be given except Sponsor, in its sole discretion, may substitute a prize(s) of comparable value if any prize is unavailable for any reason. By accepting any prize as part of the promotion, the prize winner is deemed to have accepted all of the applicable terms and conditions of that prize. In January

2024, the Participants will be issued an IRS required 1099 tax form reporting the total retail value of all prize components awarded. Any and all applicable federal, state and local taxes (including but not limited to income taxes) and all fees and expenses related to delivery, acceptance and use of the any prize received from Sponsor are solely the responsibility of the Participant and, if the Participant is a minor in the state of Illinois, parent or legal guardian of the Participant. All decisions made by Sponsor with respect to the awarding of prizes are final and binding upon all Participants.

- 6. PARTICIPANT DETERMINATION:** All eligible Entries will be judged by a panel of judges appointed by the Sponsor by or around June 8, 2023, who shall use the criteria set forth below and will then be evaluated so distribution is reflective of the diverse Chicagoland geography to determine the forty-five (45) potential Participants from among all eligible Entries received.
- A. Understanding and expression of STEM principles: 40%**
  - B. Appropriateness of response related to Promotion theme: 20%**
  - C. Creativity/Originality: 20%**
  - D. Quality of Entry: 20%**

In the unlikely event of a tie in determining any Participant by score or geography distribution, the tied Entry with the highest score in Criterion A (Understanding and expression of STEM principles) will be deemed the potential Participant. If additional tie breakers are needed, the same tie-breaking mechanism will be used; however, instead of the highest score in Criterion A determining the potential winner from among the tied Entries, the highest scores in each of Criteria B through D, in sequence (to the extent needed) will determine the potential Participant. If additional tie-breakers are still needed, the tied Entries will be judged by a separate panel of judges to be appointed by Sponsor using the judging process as outlined above.

- 7. PARTICIPANT NOTIFICATION:** Potential Participants will be notified by Sponsor on or around June 20, 2023. Potential Participants will be initially notified via email and/or other form of home delivery as provided and such potential Participant will be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release, an IRS W9 form, and a Publicity Release (the "Prize Claim Documents") by the deadline indicated in the Prize Notification. If potential Participant is a minor in the state of Illinois, potential Participant's parent or legal guardian will be required to complete and sign the Prize Claim Documents by the deadline indicated in the Prize Notification.

Failure to return the Prize Claim Documents by the deadline indicated or the determination that a potential Participant is not eligible to participate in the Promotion, will result in the exclusion of the Entrant from the Promotion and the Entry with the next-highest judging score will be deemed a potential Participant, time permitting.. Any alternate Participant will be notified as described above and such potential Participant's parent or legal guardian be required to complete and return the Prize Claim Documents in accordance with the provisions above. If Sponsor so elects, a potential Participant may be required to submit to a confidential background check to confirm eligibility and Participant selection. Sponsor reserves the right to disqualify a potential Participant on the basis of the findings resulting from such background check.

Sponsor is not responsible for any change to email address, phone number and/or mailing address of Entrant or her parent or legal guardian. Participants will be notified of their status as a confirmed Participant within two (2) weeks of verification.

- 8. BUILD AND RACE DAY PARTICIPATION:** The forty-five (45) Participants to compete in the Build will adhere to these Official Rules and the ComEd EV Rally Participation Agreement which describes the four build workshops and additional team building activities for Participants during the Promotion. Each Participant must complete and participate in a welcome kickoff event, a minimum of three of the build workshops of the Promotion, and the Race Day event held on July 29, 2023
- A. Build Days:** Each Build Day's activities will be determined by Sponsor and will include educational activities and hands-on assembly and/or instruction activities related to the Vehicle.
  - B. Race Day:** Race day will include three (3) preliminary race heats for all nine teams with STEM challenges in conjunction with a race leg, and the final championship race with STEM challenges in conjunction with a race leg between the three (3) teams that won each of the preliminary race heats. Preliminary race heats will be officiated by Sponsor and Race Day Judging Officials based upon time to complete both the STEM challenges and race legs. Sponsor and/or Race Day Judging Officials reserve the right to impose deductions in seconds off any team's time for any safety violations determined during team's participation in the race heat. PARTICIPANT

AGREES THAT ALL DECISIONS IN THE IMPLEMENTATION OF THE CONTEST SHALL BE IN THE SOLE DISCRETION OF SPONSOR AND RACE DAY JUDGING OFFICIALS AND WILL BE FINAL AND BINDING.

**C. Participation Deductions:** During the Build Days and Race Day teams can have seconds added to their total race time if at any point as a participant in the race they receive a safety infraction. Listed below are an example of safety infractions that are equal to a 1 second addition unless otherwise noted:

- Failure to wear helmet
- Failure to securely be inside car before moving
- Failure to close door or engage safety mechanisms before moving
- Failure to have a fastened safety belt before the car moves
- Pushing of a car in any fashion by any person associated with the team
- Modifying the car in any manner outside of the directed ComEd provided race assembly plans
- Do not listen to Judge or Race Personnel safety warning on the 1<sup>st</sup> notification
- Excessive speeding while in the car as notified by Judge or Race Personnel
- Failure to listen to ComEd Mentors
- Failure to heed any ComEd Personnel Safety warnings
- Driving in an unsafe manner causing any portion of the car to leave the race surface in any way
- Bumping or running into another car by accident
- Bumping or running into another car on purpose – Instant Disqualification
- Causing any bodily harm to anyone at the events – Instant Disqualification
- Participants or their Parents/Legal Guardians/Family acting in an unsportspersonlike manner as defined by a Judge or Race Personnel – 10 Second penalty. If this behavior is defined by Judge or Race Personnel to be egregious this infraction can yield Instant Disqualification from the entire Contest.
- Walking on the Race track while cars are in motion. All team members must be in the Pit area denoted or in the car unless there is a safety concern being inside the car.

**9. PARTICIPANT PRIZE WINNER DETERMINATION:** Each Participant that successfully completes all requirements associated with being a Participant in the Promotion being inclusive of at least three (3) Build Day events and the One (1) Race Day Event will be awarded one (1) \$2,000 Participant Prize.

**10. BUILD DAY PRIZE WINNER DETERMINATION:** During the course of the four (4) Build Day event workshops, teams will participate in a series of STEM challenges which could be STEM related questions or STEM related skill tests (each, a “Build Day Workshop Challenge”). Each Participant that is a member of the first team(s), as designated by the Sponsor prior to the start of each Build Day Workshop Challenge, to accurately complete that Build Day Workshop Challenge will be deemed a winner of one (1) Build Day Prize per Participant. Participants must be present at and participate in the Build Day Workshop Challenge to win a Build Day Prize. LIMIT: One (1) Build Day Prize per Participant. In the event a team is deemed a winner of a Build Day Workshop Challenge and has already received a Build Day Prize, such Build Day Prizes will be awarded to the next-fastest team to accurately complete that Build Day Workshop Challenge that has not yet won Build Day Prizes.

**11. WINNER DETERMINATION:** On the day of the ComEd EV Rally Race Day, currently scheduled on July 29, 2023, race day winners will be determined by the results of:

- A.** Three (3) preliminary race heats of three (3) teams per heat which will require each Participant to act as a driver of the Vehicle for at least one (1) leg of the five (5)-leg race heat, and each team must correctly complete four (4) individual STEM challenges which could be STEM related questions or STEM related skill tests. Additionally, seconds can be added to the team’s defined time for safety violations as noted above. Starting position of each team will be determined by random selection at the final Build Day.
- B.** One (1) final championship three (3)-leg race will be conducted between the Vehicles of the three (3) teams that win each preliminary race heat; three team members will each act as a driver of the Vehicle for at least one (1) leg of the three (3)-leg race heat, and each team must correctly complete two (2) individual STEM challenges which could be STEM

related questions or STEM related skill tests. Additionally, seconds can be added to the team's defined time for safety violations as noted above. The team/Vehicle who has the fastest total time as determined by time on track plus any safety infraction yielding seconds will determine the 2023 ComEd EV Rally winning team as officiated by the Race Day judging officials.

Each Participant that is a member of the winning EV Rally Team as determined above will be named a potential 2023 ComEd EV Rally winner. All Participants must be in compliance with all requirements and these Official Rules throughout the entire Promotion Period and in any other Promotion-related activities, or Participant may not be allowed to participate in subsequent Weekly Sessions, Race Day events, or other Promotion-related activity and/or any prize or prize component may be forfeit, if applicable, in Sponsor's sole discretion. Each Participant agrees that she will:

- A. Uphold the friendly spirit of and demonstrate sportsmanship throughout the ComEd 2023 EV Rally competition activities and competition;
- B. Not communicate a malicious attitude toward other participants or the ComEd 2023 EV Rally competition on social media, or in any video production or media interviews during the Promotion;
- C. Attend required workshops and events and arrange for her own transportation to and from such workshops and events. If illness or extreme unforeseen circumstances arise that prohibits attendance at any planned event or workshop, the Sponsor in its sole discretion will address those situations on an individual and consistent basis for all participants;
- D. Demonstrate a positive commitment to STEM and the ComEd 2023 EV Rally experience throughout the Promotion;
- E. Arrive prior to the start time of all workshops and events;
- F. Immediately accept friendship requests from the ComEd 2023 EV Rally Sponsor and team members on any social media platform;
- G. Follow safety regulations as provided by Sponsor mentors in the building workshops while operating tools and will also follow Race Day Vehicle operation and safety instructions at all times as instructed by Sponsor mentors and Race officials;
- H. Will not use drugs, alcohol or participate in any otherwise harmful behavior;
- I. Will follow the ComEd provided plans during the build workshops and will not deviate unless instructed by the on-site Sponsor mentor;
- J. Contribute constructively to all team activities and competitions, will be cooperative with Sponsor mentors, teammates and Race Day judging officials; and
- K. Will be supportive of teammates and will provide and ask for help as needed.

## **12. RACE DAY EVENT REGULATIONS & CONDITIONS:**

Sponsor has the right to modify, postpone, cancel or move the race in the event of weather or environmental issues that might impact Race Day execution.

Participants are subject to all notices posted or otherwise communicated at the Race Day event related to the Promotion, including but not limited to instructions and conditions of participation for any Race Day activity. The race track consists of a total race track width of approximately 20 feet or as otherwise decided by Sponsor.

Safety Regulations for Race Day will be reviewed in one of the four workshops which will also include driving practice and demonstration of race track safety regulations. Safety regulations will also be reviewed prior to start of Race Day activities and include:

- A. Drivers to maintain a safe distance from all other Vehicles on the Race Track at all times and bumping of other Vehicles during any race is prohibited and may result in disqualification as denoted in the Safety infractions above;
- B. Drivers to obey on-track Traffic Crew signals and speed limits for entering and exiting Pit Row on the race track before and after the STEM Challenge Questions;
- C. Team adherence to safety regulations requiring use of helmet and seat belts throughout the race as directed by the Sponsor and its representatives.

Each team will receive one (1) helmet per Participant which must be worn by the driver of the Vehicle at all times. Each exiting driver must remove the helmet at the end of their leg and provide the helmet to the next driver of the Vehicle, who must have the helmet secured prior to placing the Vehicle into operation. Each Vehicle is outfitted with seat belts which must be worn by the driver when Vehicle is on the race track at all times.

If a Vehicle becomes disabled during a race heat or the championship race, and the Participant driver is not able to restart the Vehicle from the sitting, driving position to complete the race, then that Vehicle and team will be operationally disqualified from the race heat or championship race. At no time is a Participant driver allowed to exit the Vehicle while on the track; any attempt to manually push the Vehicle by Participants, mentors or any person will result in disqualification of the vehicle and the team.

In the event that inclement weather prohibits the planned outdoor running of the July 29, 2023 Race Day activities, Race Day may be rescheduled for an alternate time on July 30, 2023 or another day at the Sponsors sole discretion at the same or an alternate location. All Participants will receive notification by Sponsor if the Race Day is postponed. In the event that inclement weather continues on the rescheduled Race Day and the outdoor race activities cannot be safely executed, teams will compete in an indoor STEM Question Challenge in which teams will complete in one "Lightning Round" in which each team will correctly answer a STEM question to continue in the competition; each question will be answered by a team on an Official Time clock and each team must answer within a specified time limit. If a team does not correctly answer their STEM question or the specified time is depleted prior to a correct answer, then that team is eliminated from the competition. The last remaining team after all other teams have been eliminated will be the winner of the 2023 ComEd EV Rally.

Sponsor representatives will review Race Day safety procedures with all teams and Participants prior to the start of the race heats. Failure to follow safety procedures or any other Race Day instructions, conditions or notifications of a Race Day official by any team member will result in a notification of a violation. Any team Vehicle that receives more than five (5) safety violations in the Race Day activities may be disqualified at Sponsor's and judging official's sole discretion. Any Participant, spectator or other person whose behavior is determined to place their own welfare or the welfare of any Participants, racing staff or any other person on the race course at risk will be removed from the race and, if such person is a Promotion Participant, may forfeit any prize that they may have won.

In the unlikely event of a tie in either the outdoor Vehicle Race or the indoor/inclement weather competition, the tied teams will participate in a final STEM related tie-breaking question or skill test and must answer the question correctly within the stated time limits. The first of the tied teams to correctly answer the question will be deemed the potential 2023 ComEd EV Rally winning team. If additional tie breaker questions are required to break additional ties, the above tie-breaking mechanism will be replicated. Accuracy of answers to tie-breaker questions will be determined at Sponsor's sole discretion.

All Participants accept and agree to follow and be bound by the Official Rules. The interpretation of the Official Rules and the settlement of any disputes during the Build Day workshops and Race Day will be by the on-site Sponsor representatives and shall be final.

- 13. PUBLICITY:** The Participant or, if a minor, the Parent or legal guardian of such Participant must grant permission to Sponsor to use Participant's Entry, full name, age, image, biographical information plus city, for advertising and/or publicity purposes, in any and all media now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation.

During the Promotion Period selected Participant's activity may be posted at Sponsor's sole discretion, in whole or in part, on the Sponsor's website or social media. Such postings, if they occur, may be on a rotating or occasional basis and may be discontinued at any time at Sponsor's sole discretion. SPONSOR POSTING OF PARTICIPANT ACTIVITY OR PORTION THEREOF DURING THE PROMOTION PERIOD IS NOT MEANT TO INDICATE THAT THE PARTICIPANT IS A POTENTIAL WINNER IN THE PROMOTION, OR THAT THE PARTICIPANT IS OTHERWISE FAVORED IN ANY WAY. Such postings will occur, if at all, solely for illustrative purposes. Status as a prize winner may be subject to verification of eligibility and compliance with these Official Rules.

- 14. GENERAL CONDITIONS:** By entering the Promotion, each Entrant and her parent or legal guardian agree to abide by and be legally bound by these Official Rules and the decisions of Sponsor, Sponsor representatives, and the independent Promotion administrator, as applicable. All such decisions shall be final, binding and non-appealable. By participating in the Promotion, Entrants and their parent or legal guardian agree that Sponsor and its parent companies, subsidiaries, affiliated companies, prize suppliers, and promotion and advertising agencies and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released Parties") shall not be responsible or liable for any losses,

damages or injuries of any kind, including but not limited to those related to defamation, portrayal in a false light or privacy rights, resulting from or in connection with participation in the Promotion or from acceptance, receipt, possession and/or use or misuse of any prize or any portion thereof, or from the posting or publication of any winner online or in any media. This Promotion is subject to all applicable federal, state and local laws and regulations.

- 15. VEHICLE OWNERSHIP:** Vehicles built/assembled by Participants are and will remain the property of the Sponsor. Final Vehicles may be displayed individually or as a group in a larger display at locations of Sponsor's choosing. Sponsor will determine final disposition of the Vehicles that were built and raced in the ComEd 2023 EV Rally at Sponsor's sole discretion. Once submitted, Vehicles, video footage of participant activity from workshops, activities and Race Day competitions becomes the property of Sponsor. Except as otherwise provided in these Official Rules, information collected in connection with the Promotion will only be used by Sponsor to administer this Promotion in accordance with its online privacy policy, located at <https://www.exeloncorp.com/privacy-policy>.
- 16. MISCELLANEOUS:**
- A. DISQUALIFICATION:** Participants are responsible to ensure compliance with these Official Rules. Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with (or attempts to tamper with) the entry processes or the operation of the Promotion, acts in violation of these Official Rules, or acts in an unsportsmanlike or disruptive manner, or with the intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person. Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law.
- B. MODIFICATION, SUSPENSION AND TERMINATION:** If, for any reason, the Promotion cannot be run as planned, including infection by computer virus or bugs, tampering, unauthorized intervention, fraud, technical failures, Act of God or any other causes beyond the control of Sponsor that corrupt or affect the operation, administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor may, in its sole discretion, void any suspect entries and (a) modify the Promotion or suspend the Promotion to address the impairment and then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; and/or (b) terminate or cancel the Promotion. If terminated, Sponsor may, in its sole discretion, determine the prize winners from among all non-suspect, eligible entries received up to the time of impairment or termination. Only the type and quantity of prizes described in these Official Rules will be awarded, any prizes that are not duly claimed in accordance with these Official Rules will not be awarded.
- C. INVALIDITY:** These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these 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 Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
- D. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of you or Sponsor in connection with the Promotion shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.
- E. FORCE MAJEURE/DELAYS:** Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any Participant or Entry with these Official Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of Sponsor, in its sole and absolute discretion, affect the proper administration of the Promotion as contemplated in these Official Rules, or for any other reason. In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Promotion-related materials, including, but not limited to the Sponsor's website and/or point of sale, television, and print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control.



THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS PROMOTION CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR (“FORCE MAJEURE EVENTS”). Without limitation to Sponsor’s other rights set forth in this Agreement, Sponsor hereby retains the right (in its sole discretion) to suspend, modify and/or terminate the Promotion in the event that completion of the Promotion is prevented or interrupted because of such Force Majeure events. Notwithstanding the foregoing, no termination hereunder shall affect Sponsor’s rights under these Official Rules, which shall remain in full force and effect.

- 17. WINNERS LIST:** To receive an Official Winners List for the Promotion, mail a self-addressed stamped envelope to: 2023 ComEd EV Rally Winner List Request, PO Box 654, Social Circle, GA 30025-0654. The Winners List request must be received by September 4, 2023.
- 18. OFFICIAL RULES:** To receive a copy of these Official Rules, mail a self-addressed stamped envelope to: 2023 ComEd EV Rally Rules Request, PO Box 654, Social Circle, GA 30025-0654. Requests for the Official Rules must be received by July 29, 2023.
- 19. SPONSOR:** Commonwealth Edison Company, 10 S. Dearborn, Chicago, IL 60603.