

ALLY WOODWARD DREAM CRUISE

CHARITY AUCTION

OFFICIAL RULES

The Ally Woodward Dream Cruise Charity Auction (the “**Auction**”) is sponsored by Ally Financial, with offices located at 200 Renaissance Center, Detroit, MI 48265 (“**Sponsor**”), and is administered by George P. Johnson Company, with offices located at 3600 Giddings Road, Auburn Hills, MI 48326 (“**Administrator**”).

AUCTION PERIOD. The Auction starts on August 20, 2016 at 10:00AM Eastern Time (“**ET**”) and ends on August 27, 2016 at 12:00AM ET (“**Auction Period**”).

- 1. ELIGIBILITY.** The Auction is open only to eligible legal United States residents who at the time of entry are: (i) physically located in the 48 contiguous United States, (ii) at least twenty-one (21) years of age, and (iii) have valid driver’s license (“**Bidder**”). All applicable federal, state, and local laws and regulations apply. Void in Alaska, Hawaii, Puerto Rico, and where prohibited or restricted by law.

Participation constitutes Bidder’s full and unconditional agreement to these Official Rules and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Auction.

- 2. HOW TO ENTER.** During the Auction Period, the Bidder must visit <https://home.clickbidonline.com/gtc/> and follow the instructions on how to enter the Auction. The Bidder may then register by entering all information requested including, but not limited to, his/her complete first and last name (no initials), e-mail address, and city. The Bidder must then confirm that he/she is 21 years of age or older, agree to these Official Rules, and click the Submit button, after which he/she will be entered into the Auction.

IMPORTANT: If a Bidder enters using a mobile device, message and data rates may apply. Bidders should consult their wireless provider’s pricing plans.

- 3. PAYMENT OF PURCHASE PRICE.**

- The Bidder that acquires the 2014 Dodge Challenger Demon SRT8 (the “**Vehicle**”) through the Auction (“**Winning Bidder**”) must pay the full purchase price (“**Purchase Price**”), as reflected by the Winning Bid (defined below), to Covenant House Michigan (“**Charity**”).
- The Winning Bidder must pay all applicable taxes, title and license fees for the Vehicle.
- The Winning Bidder must pay the full Purchase Price of the Vehicle by September 2, 2016, in immediately available good funds via *certified check* payable to Covenant House Michigan.

- 4. OWNERSHIP AND TITLE DISTRIBUTION.**

- Legal ownership of the Vehicle, and risk of loss for the vehicle, passes to Winning Bidder, once the Administrator sends the Winning Bidder notice of its winning bid via phone call and/or email, and the Winning Bidder has paid the full Purchase Price.

- b. Once full payment of the Purchase Price is received, Administrator will begin the process of transferring the title to the Winning Bidder.

5. Vehicle Pick-Up.

- a. The Winning Bidder is responsible for Vehicle pick-up and related costs and must take physical possession of the vehicle acquired through the Auction within five [5] business days beginning with the first business day after the date the **Administrator** notifies the Winning Bidder of his winning bid.
- b. The Administrator may charge or assess Winning Bidder reasonable storage fees and/or arrange delivery of the Vehicle to the Winning Bidder at the Winning Bidder's expense if Winning Bidder does not pick up the purchased Vehicle within the timeframes identified in Subsection a. above.

6. LIMITATION OF LIABILITY.

- a. By participating in this Auction, Bidders agree that the Administrator, Sponsor, and their respective officers, directors, employees and agents are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail notifications, telephone calls, or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/Internet/website/UseNet accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Auction; (vii) any injury or damage, whether personal or property, to Bidders or to any person's computer related to or resulting from participating in the Auction; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Auction Entities are not responsible for any undelivered telephone calls, messages or e-mails, including without limitation, e-mails that are not received because of a Bidder's privacy or spam filter settings that may divert any winner notification or other Auction related e-mail to a spam or junk folder.
- b. By entering the Auction, each Bidder agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Auction Entities in connection with the Auction; and (iv) to forever and irrevocably agree to release and hold harmless each of the Auction Entities from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Auction, including, but not limited to, any Auction-related activity or element thereof, and the Bidder's entries, participation or inability to participate in the Auction; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Vehicle; (d) human error; (e) any wrongful, negligent, or unauthorized act or omission on the part of any of the Auction Entities; or (f) the negligence or willful misconduct by Bidders.
- c. If, for any reason, the Auction is not capable of running as planned, or the integrity and or feasibility of the Auction is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or

equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor reserves the right, at its sole discretion, to abbreviate, cancel, terminate, modify or suspend the Auction and/or proceed with the Auction, including the selection of winners in a manner it deems fair and reasonable. If Sponsor, in its discretion, elects to alter this Auction as a result of a Force Majeure event, a notice will be posted at the Website.

- d. Without limiting the foregoing, everything regarding this Auction, including the Vehicle, is provided "**AS IS**" without warranty of any kind, either express or implied, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose or non-infringement.
7. **DISPUTES.** Except where prohibited, Bidder agrees: (1) any and all disputes, claims and causes of action arising out of or connected with this Auction or the Vehicle 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 Auction, but in no event attorneys' fees; and (3) under no circumstances will Bidder be permitted to obtain awards for, and Bidder 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 Bidder and Sponsor in connection with the Auction, 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. Bidders agree the statute of limitations for asserting any claims shall be a period of one (1) year from the time the cause of action accrued, or the cause of action shall be forever barred.
8. **PRIVACY POLICY.** Any personally identifiable information collected during a Bidder's participation in the Auction will be collected by ClickBid or its designee and used by ClickBid, their respective affiliates, designees, agents and marketers for purposes of the proper administration and fulfillment of the Auction as described in these Official Rules and in ClickBid's privacy policy at <https://home.clickbidonline.com/privacy/>
9. **PUBLICITY RIGHTS.** By participating in the Auction, each Bidder agrees to allow Sponsor and Sponsor's designee the perpetual right to use his/her name, biographical information, photos and likeness, voice recording, video images and all related footage, and statements for the Auction, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered worldwide, including but not limited to television (including live television), radio, and Internet, without notice, review or approval and without additional compensation except where prohibited by law.
10. **RELEASE.** By participating in the Auction, each Bidder releases and agrees to indemnify and hold harmless Auction Entities, from and against any and all costs, claims, damages, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, death or violation of any personal rights, such as violation of right of publicity/privacy, libel, or slander), due in whole or in part, directly or indirectly, to participation in the Auction, acceptance or usage of the Vehicle, or arising out of participation in any Auction or Vehicle related activity, whether hosted by Sponsor or a third party.

11. MISCELLANEOUS. This Auction is subject to all federal, state and local laws and regulations. Winning the Auction is contingent upon fulfilling all requirements set forth herein. Any attempted form of participation in this Auction other than as described herein is void and will result in disqualification, and if such person is selected as a potential winner, revocation of the winning bid. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Auction, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of the Auction.