

Ally Arena Fortnite Sweepstakes Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

1. **SWEEPSTAKES PERIOD:** The Ally Arena Fortnite Sweepstakes (the "Sweepstakes") starts at 12:00 a.m. Eastern Time ("ET") on April 8, 2024 and ends at 11:59 p.m. ET on May 26, 2024 (the "Sweepstakes Period") and will include seven (7) weekly entry periods, beginning each Monday and ending each Sunday (each, an "Entry Period"), as follows:

Entry Period	Entry Period Start	Entry Period End
1	12:00 a.m. ET on April 8, 2024	11:59 p.m. ET on April 14, 2024
2	12:00 a.m. ET on April 15, 2024	11:59 p.m. ET on April 21, 2024
3	12:00 a.m. ET on April 22, 2024	11:59 p.m. ET on April 28, 2024
4	12:00 a.m. ET on April 29, 2024	11:59 p.m. ET on May 5, 2024
5	12:00 a.m. ET on May 6, 2024	11:59 p.m. ET on May 12, 2024
6	12:00 a.m. ET on May 13, 2024	11:59 p.m. ET on May 19, 2024
7	12:00 a.m. ET on May 20, 2024	11:59 p.m. ET on May 26, 2024
Grand Prize	12:00 a.m. ET on April 8, 2024	11:59 p.m. ET on May 26, 2024

2. **ELIGIBILITY:** Sweepstakes is open to legal residents of the fifty (50) United States and the District of Columbia who are eighteen (18) years of age or older as of the date of entry and have an active Fortnite account. Fortnite is free to download. Employees of Ally Financial Inc. (the "**Sponsor**"), its parent, subsidiaries, divisions, affiliates, employees, directors, shareholders, suppliers, licensors, distributors and advertising, promotional and judging agencies, including Don Jagoda Associates, Inc. ("**Administrator**"), MKTG, Inc. (collectively with Sponsor and Administrator, "**Indemnitees**"), and their immediate family members (spouses, parents, children, and siblings and their spouses) and household members of each (whether related or not) are not eligible to participate or win. Void where prohibited by law. All federal, state and local laws and regulations apply.

3. **HOW TO ENTER:** Entrants may enter the Sweepstakes by logging on to their Fortnite account via their device and going to Fortnite Creative. Then enter the Ally Arena island code (5489-6622-4946) to be dropped into Ally Arena and complete a weekly challenge during the relevant Entry Period. Once they have completed the challenge, entrant must take a screenshot of their screen indicating they have completed the challenge and then visit allyarena.com, complete the registration form and upload their screenshot to earn one (1) entry for the corresponding Entry Period's drawing. Limit one (1) entry per person per Entry Period. Limit seven (7) total Entry Period entries per person. Completing a challenge is free. Weekly entries will not carry forward to subsequent Entry Period(s). To earn one (1) entry into the Grand Prize random drawing, entrant must earn an entry in all seven (7) Entry Periods. Screenshot uploaded must be the entrant's original screenshot and it may be subject to verification. Entrant may not copy screenshots of other users and it must be clear from the screenshot that it is entrant's screen only.

Any attempt by any entrant to enter by using multiple/different email addresses, screenshots, mailing addresses, identities, registrations and logins, or any other methods will void such entries and that entrant

may be disqualified. Use of any automated or computer system to participate is prohibited and will result in disqualification. Normal Internet/phone access and data/usage charges imposed by entrants' online/phone service may apply.

4. **PRIVACY:** Information collected from entrant is subject to Sponsor's Privacy Policy at <https://www.ally.com/privacy> and will be used and disclosed for any lawful purpose, including without limitation, administrating this Sweepstakes and may be shared with the Indemnitees, for licensed product offerings and marketing campaigns. This section does not limit any other consent(s) that an entrant may provide the Sponsor in relation to the collection, use and/or disclosure of their personal information.

5. **RANDOM DRAWINGS:** One (1) First Prize winner will be selected in a random drawing on or about the following dates from among all eligible entries received during that corresponding Entry Period. One Grand Prize winner will be selected in a random drawing on or about June 4, 2024, from among all eligible Grand Prize entries received. The drawings will be conducted by Administrator, whose decisions are final on all matters relating to the drawings. Odds of winning a First Prize are dependent upon the total number of eligible entries received for each Entry Period during the Sweepstakes Period. Odds of winning the Grand Prize are dependent upon the total number of eligible entries received for the Grand Prize during the Sweepstakes Period.

Random Drawing	Random Drawing Date
Entry Period 1	April 23, 2024
Entry Period 2	April 30, 2024
Entry Period 3	May 7, 2024
Entry Period 4	May 14, 2024
Entry Period 5	May 21, 2024
Entry Period 6	May 28, 2024
Entry Period 7 and Grand Prize	June 4, 2024

6. **WINNER NOTIFICATION:** By participating in this Sweepstakes, entrants expressly agree to electronic communications with the Sponsor and/or Administrator for the purposes of administrating this Sweepstakes. Potential Grand Prize winner will be required to sign and return, via email, a Declaration of Eligibility & Liability Release, and where legal, a Publicity Release within forty-eight (48) hours of notification. First Prize winners may be required to verify address/eligibility before prize delivery. Failure to reach a potential winner within the stated deadline, return notification as undeliverable, or potential winner otherwise does not meet all Sweepstakes conditions, will result in all rights to the prize to be forfeited and an alternate winner may be selected. No correspondence pertaining to this Sweepstakes will be entered into except with potential winners.

7. **PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):** Grand Prize (1): \$5,000, awarded as a check. First Prizes (7 – one per Entry Period): \$500, awarded as a check.

An IRS Form 1099 will be issued as required by law for the Grand Prize winner. Sponsor and the Released Parties (defined below) are not responsible for damages, losses, illnesses or injury resulting from acceptance or use of any prize. No transfer, assignment, or substitution for prizes will be permitted, except at the sole discretion of the Sponsor.

8. LIMITATIONS OF LIABILITY; RELEASE: The Released Parties (defined below) are not responsible for late, incomplete, misdirected, inaccessible entries, Internet connections or email; or for any computer, telephone, wireless, satellite, cable, network, electronic, Internet or phone hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt or jumbled transmissions, service provider/Internet/website/use net/accessibility, availability, or traffic congestion, Internet contact, or any technical error, or program errors or malfunctions or unauthorized human intervention, or the incorrect or inaccurate capture of entry or other information, or the failure to capture, or loss of, any such information, or for any human error, technical error or other error of any kind in connection with the offering or operation of the Sweepstakes. The Released Parties (defined below) are not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to any website. If for any reason the Sweepstakes is not capable of running as planned (in whole or in part), as solely determined by Sponsor, including but not limited to by infection by computer virus, bugs, tampering, unauthorized intervention, fraud or technical failures that can corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes (in whole or in part). In such event, random drawings will be conducted from among all eligible entries received for each drawing prior to cancellation. The right is reserved by Sponsor to disqualify any individual found, at its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of the Official Rules, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Indemnitees are not responsible for any injury or damage to entrant's or any other person's computer/mobile phone or device related to or resulting from participation in or downloading (or uploading) any materials from this Sweepstakes. Entrants further agree not to knowingly damage or cause interruption of the Sweepstakes and/or prevent others from participating in the Sweepstakes. CAUTION: ANY ATTEMPT TO DAMAGE ANY ONLINE SERVICE OR WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE OR AN INDIVIDUAL OTHERWISE ATTEMPTS TO DEFRAUD SPONSOR, SPONSOR MAY DISQUALIFY ANY ENTRANT MAKING SUCH ATTEMPT AND SEEK DAMAGES TO THE FULLEST EXTENT OF THE LAW. By submitting an entry, to the fullest extent permitted by applicable law, each entrant releases and agrees to hold harmless each of the Indemnitees and all other companies involved in the development, operation or marketing of the Sweepstakes or the provision of the prize or any component of prize, Indemnitees, each of their affiliates, the successors and assigns of each of the foregoing, and each of their respective shareholders, directors, officers, employees, members, assigns, and agents of each of the foregoing (the "**Released Parties**") from and against any and all claims, causes of action and liabilities of any kind that the entrant ever had, now has or might in the future have arising out of or relating to the Sweepstakes, participation in the Sweepstakes, the acceptance, receipt or use of prize or any component thereof and/or any use of the entrant's name, likeness, voice and/or biographical information, any statement attributed to the entrant and/or any entry or any component thereof, including without limitation any and all claims, causes of action and liabilities, including those (a) relating to any personal injury, death or property damage or loss sustained by any entrant or any other person, (b) based upon any allegation of violation of the right of privacy or publicity, copyright infringement, misappropriation, defamation or violation of any other personal or proprietary right or (c) or based upon any allegation of a violation of any law, rule or regulation relating to personal information or data security. Each entrant agrees not to assert any such claim or cause of action against any of the Released Parties.

9. ADDITIONAL CONDITIONS: By participating, entrants agree to be bound by and abide by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. By participating in this Sweepstakes, entrant agrees to release and hold harmless the Released Parties from any and all actions, claims, injury, loss or damage (whether due to negligence or otherwise) to person(s), including death, and property or breach or failure or any representation of warranty arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or from the acceptance, misuse or use of any prize.

10. SPONSOR AND THE INDEMNITEES MAKE NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATIVE TO THE USE OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **DISPUTES:** Entrants agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or the prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Michigan. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants' rights and obligations, or the rights and obligations of the Sponsor 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.

12. **SPONSOR/ADMINISTRATOR:** The Sponsor of the Sweepstakes is Ally Financial Inc., Ally Detroit Center, 500 Woodward Ave, Detroit, MI 48226. The Administrator of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, New York 11747.

13. **WINNERS LIST:** To receive a Winners List by email, send an email to: winners@dja.com with "Ally Arena Fortnite Sweepstakes" as the subject line. Requests must be received by July 31, 2024.

This Sweepstakes is not sponsored, endorsed, or administered by Epic Games, Inc.