

Abbreviated:

Open only to the eligible owners of Hyundai SANTA CRUZ NFTs, as defined in the Official T&Cs, who are legal residents of the 48 contiguous U.S. or D.C., age 21+ with a valid driver's license. Begins at 9:00 am PT on 9/30/24 and ends at 11:59 pm PT on 10/30/24, or when a verified eligible NFT owner submits a valid Offer Claim, whichever occurs first. In the event no valid Offer Claim is received during the Promotion Period, the Offer will remain unfulfilled. Official T&Cs at www.HyundaiNFT.com/rules. Sponsor: Hyundai Motor America.

Hyundai NFT Trade-in Promotion Official Terms & Conditions of Participation

NO PURCHASE NECESSARY TO ENTER OR WIN. Void in HI and AK and where restricted or prohibited by law.

1. DESCRIPTION: The "Hyundai NFT Trade-In Promotion" (the "**Promotion**") is a first-come first-served promotion that provides the ten (10) eligible and verified owners of specific promotional Hyundai NFTs (each a "**Participant**" and collectively the "**Participants**" as further detailed below) the opportunity to trade in their NFT for a vehicle (the "**Offer**"), as detailed in Sections 3 and 5 below. There is one (1) Offer available in the Promotion. The first eligible Participant to submit a valid Offer Claim will be named the "**Offer Recipient**", as detailed in Section 3.

The Promotion begins at approximately 9:00 am Pacific Time ("**PT**") on Monday, September 30, 2024 and ends at 11:59 pm PT on Wednesday, October 30, 2024, or when an eligible verified NFT owner claims the Offer, whichever occurs first (the "**Promotion Period**"). In the event no eligible Participant submits a valid Offer Claim during the Promotion Period, the Offer will remain unfulfilled.

The Promotion sponsor is Hyundai Motor America, 10550 Talbert Avenue, Fountain Valley, CA 92708 ("**Sponsor**"). The Promotion administrator is Creative Zing Promotion Group, 2100 E. Robinson Street, Orlando, FL 32803 (the "**Administrator**").

2. ELIGIBILITY: Participants must meet the following eligibility criteria:

- Participant must be at least twenty-one (21) years of age at the time a claim is submitted.
- Participant must be a legal United States resident residing in the forty-eight (48) contiguous United States or District of Columbia who is physically located and residing therein.
- Participant must be the verified owner of at least one (1) of the ten (10) Hyundai SANTA CRUZ NFTs ("**Eligible NFT**") that were originally distributed via the Santa Cruz Adventure Kit NFT promotion in 2021. For clarity, to be a Participant, you do not need to be the original recipient of the NFT, just the current owner.
- Participant must NOT be an employee, owner, shareholder, officer or director of any of Sponsor, Administrator, Sponsor's local dealer groups or authorized dealers/distributors or any of their respective parent companies, affiliates, divisions, subsidiaries, agents, representatives, or promotion or media/advertising agencies (including DriveShop LLC and Innocean Worldwide Americas, LLC) (collectively, the "**Promotion Entities**"), who, together with the immediate family members and/or those living in the same household of such persons (collectively, "**Household Members**"), are not eligible to participate in the Promotion. For purposes of the Promotion, "**Household Members**" shall mean those people who share the same residence at least three (3) months a year; "**immediate family members**" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses; and employees of "**local dealer groups, authorized dealers and distributors**" shall include individuals employed directly by the local dealer group, authorized dealer or distributor such as sales, mechanical, marketing, operations, and accounting staff.

3. HOW TO PARTICIPATE:

To claim the Offer, during the Promotion Period, visit the Offer page located at www.HyundaiNFT.com (the "**Website**"). At the Website, follow the on-screen instructions to:

- Provide the requested information including full name, email address, and phone number.
- Log into your digital wallet on the Ethereum Mainnet blockchain to verify ownership of one of the ten (1) Eligible NFTs.

- Affirmatively indicate that you are eligible to claim the Offer and have read and agree to these Official Terms & Conditions. Once the form is completed, Participant must click the "Submit" button to submit their **"Offer Claim Submission"**.

LIMIT ONE (1) OFFER CLAIM SUBMISSION PER PERSON. If the Offer has been claimed prior to 11:59 pm PT on October 30, 2024, the Sponsor will post notice on the Website and announce that the Offer is no longer available. In the event no eligible Participant submits a valid Offer Claim Submission during the Promotion Period, the Offer will remain unfulfilled.

Any attempt by a Participant to submit additional Offer Claim Submissions by using multiple/different emails, identities, registrations, digital wallets, and/or any other methods may result in disqualification. Offer Claim Submissions generated by a script, macro, or other automated means or by any means that subverts the Offer Claim process will be disqualified. Offer Claim Submissions that are incomplete, garbled, corrupted, or unintelligible for any reason, including, but not limited to, computer or network malfunction or congestion, are void and will not be accepted. All information provided by Participants becomes the property of the Sponsor. Submitting an Offer Claim Submission constitutes Participant's understanding of, full and unconditional agreement to, and acceptance of these Terms. Sponsor reserves the right to disqualify any Participant determined to be in violation of these Terms.

4. OFFER RECIPIENT NOTIFICATION: The first eligible Participant to submit a valid Offer Claim Submission will be deemed the potential Offer Recipient, pending eligibility verification. The potential Offer Recipient will be contacted via the contact information provided in their Offer Claim Submission, and will be required to respond (as directed by the Administrator and/or Sponsor) to the notification within twenty-four (24) hours (or a shorter time if required by exigencies). The failure to respond timely to the notification may result in disqualification, and the Promotion Entities will move on to the next alternate potential Offer Recipient, if any, based on timestamp of the next valid Offer Claim Submission.

The potential Offer Recipient will be required to verify address, sign, and return within forty-eight (48) hours of initial notification one or more forms covering eligibility, liability, advertising and (unless prohibited by law) publicity rights and such other documents the Promotion Entities may require (collectively, **"Trade-In Offer Documents"**). The potential Offer Recipient will be required to provide their Social Security number and consent to a background check. Such background check may include (but is not limited to) investigation of criminal, arrest or conviction records, serious driving offenses, a history of restraining orders or stalking, and any other factor deemed relevant by the Sponsor to help ensure that any potential Offer Recipient will not bring Sponsor into public disrepute, risk, contempt, scandal, or ridicule or reflect unfavorably on the Sponsor. If requested, the potential Offer Recipient agrees to sign forms authorizing the release of personal and background information. Pending the results of the background check, the Promotion Entities, in their sole discretion, reserve the right to disqualify the potential Offer Recipient and select an alternate potential Offer Recipient based on timestamp of the next valid Offer Claim Submission.

Offer will not be awarded/fulfilled until all such properly executed documents are returned. Promotion Entities, in their sole discretion, will attempt to contact up to three (3) potential Offer Recipients in accordance with the above procedure, after which the Offer may go unawarded if it remains unclaimed.

Administrator reserves the right to disqualify anyone not fully complying with the Official Terms & Conditions. **Offer Recipient is solely responsible for all federal, state and/or local taxes and for any other fees or costs associated with the Trade-in Offer they receive.** Offer Recipient must provide Promotion Entities with a valid social security number for tax reporting purposes before the Offer can be awarded. An IRS Form-1099 will be issued to the confirmed Offer Recipient in February 2025 for the actual value of the Offer received. Other restrictions may apply.

5. NFT TRADE-IN OFFER DETAILS: One (1) Offer is available in this Promotion, consisting of the Offer Recipient's choice of one (1) of the following options:

Vehicle Trade-In Option: One (1) 2025 Hyundai Santa Cruz Limited with HTRAC AWD (the **"Vehicle"**). Manufacturer's Suggested Retail Price (**"MSRP"**) of Vehicle, excluding license, registration and destination & handling charges is \$42,500. Vehicle, color, options and accessories are to be determined at the sole discretion of the Sponsor.

Cash Trade-In Option: Twenty thousand dollars (USD\$20,000), to be awarded in the form of a check.

Approximate Retail Value ("ARV") of the Offer: \$42,500 for Vehicle Trade-In Option; \$20,000 for Cash Trade-In Option.

Offer will only be awarded if all conditions in these Terms & Conditions are met during the Promotion Period. THERE IS NO GUARANTEE AN OFFER WILL BE AWARDED IN THIS PROMOTION. In the event no eligible Participant submits a valid Offer Claim during the Promotion Period, the Offer will remain unfulfilled.

ALL FEDERAL, STATE AND LOCAL INCOME TAXES, AND ANY OTHER COSTS AND EXPENSES ASSOCIATED WITH THE RECEIPT OR USE OF ANY OFFER ARE THE SOLE RESPONSIBILITY OF THE OFFER RECIPIENT. If the actual value of the Offer selected by the Offer Recipient is less than the ARV stated herein, the Offer Recipient will NOT be entitled to a check, cash or other form of payment for the price difference.

Except as noted herein, no other substitution of the Offer is allowed, except at Sponsor's sole discretion. If the Offer becomes unavailable for any reason, Sponsor reserves the right to substitute an Offer of comparable or greater value, in its sole discretion. If the Offer is awarded but is unclaimed/forfeited by recipient, it may not be re-awarded, in Sponsor's sole discretion. Offer is not transferable prior to award. Any depictions of the Offer are for illustrative purposes only. Vehicle awarded may differ from vehicle shown in promotional materials.

Vehicle Delivery: If the Offer Recipient selects the Vehicle Trade-In Option, the terms of this paragraph shall apply. Offer Recipient is required to comply with all applicable federal, state and local laws, rules and regulations, including but not limited to licensing and insurance requirements. The MSRP of the Vehicle is subject to price fluctuations in the consumer marketplace based on, among other things, any gap in time between the date the MSRP is estimated for purposes of these Terms & Conditions and the date the Vehicle is awarded or redeemed. Vehicle will be delivered with standard equipment for make and model or as described herein. **Title, taxes, registration, license, and similar fees, and insurance costs are the sole responsibility of the Offer Recipient.** Offer Recipient must possess a valid U.S. driver's license. Offer Recipient will be required to show proof of currently valid driver's license and state mandated insurance prior to taking delivery of the Vehicle. Promotion Entities shall not be responsible for delays in availability of the Vehicle; final awarding of the Vehicle is subject to availability. Promotion Entities shall use all reasonable efforts to award the Vehicle within six (6) months after receipt of the Trade-In Offer Documents. The Offer Recipient shall be responsible for personally taking delivery of the Vehicle. The Offer Recipient must personally accept delivery of the Vehicle within thirty (30) days of written notification of availability of delivery. The Vehicle will be delivered solely with the express written limited warranties set forth in the Vehicle's applicable Owner's Guide, which warranties shall run for the term set forth in said guide.

6. CONDITIONS OF PARTICIPATION/RELEASES: All federal, state and local laws and regulations apply. This Promotion is void in HI and AK and where restricted or prohibited by law. By participating, each Participant agrees to be bound by these Official Terms & Conditions and the decisions of the Promotion Entities, which shall be final in all respects. By participating in this Promotion and/or by accepting an NFT trade-in Offer, each Participant agrees to release the Promotion Entities, and each of their respective successors, employees, officers, directors, agents, representatives and assigns (collectively, the "**Released Parties**") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance or use of any Offer. Offer Recipient authorizes the Sponsor and Sponsor's designees to use Offer Recipient's name, voice, likeness, biographical data, city and state/territory of residence and Offer Claim Submission in programming or promotional material, worldwide in perpetuity, and on a winner's list, if applicable, without further notice or compensation unless prohibited by law. Sponsor is not obligated to use any of the above-mentioned information or materials, but may do so and may edit such information or materials, at their sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind caused by the Offer or resulting from acceptance, possession or use of the Offer, or from participation in the Promotion; (ii) phone network, phone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of Offer Claim Submission or other materials; (iv) late, lost, delayed, stolen, incomplete, unreadable, inaccurate, garbled or unintelligible Offer Claim Submissions, regardless of the method of transmission; (v) any inability of Offer Recipient to accept or use any Offer (or portion thereof) for any reason; or (vi) any printing, typographical, human administrative or technological errors in any materials associated with the Promotion. Promotion Entities reserve the right, in their sole discretion, to cancel, modify or suspend the Promotion (or any portion of the Promotion) should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper administration of the Promotion. Promotion Entities may prohibit Participant from participating in the Promotion or claiming an Offer if, in its sole discretion, it determines Participant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Participants, Promotion Entities, or their

representatives. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROMOTION. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION ENTITIES RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

7. DISPUTES: This Promotion is governed by the laws of the United States and the State of California, without respect to any choice of law or conflict of law principles that would result in the application of any law other than that of California. As a condition of participating in this Promotion, Participants agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be resolved individually through binding arbitration, without resort to any form of class action, in accordance with the arbitration provision set forth below.

8. ARBITRATION: Except where prohibited by law, as a condition of participating in this Promotion, Participants agree that (1) any and all disputes, claims and causes of action arising out of, or connected with, the Promotion or any Offer awarded shall be resolved individually, and not as a participant in any class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the Participant; (2) the AAA shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (i.e., costs directly attributable to participating in this Promotion), and Participant further waives all rights to have damages multiplied or otherwise increased.

9. GOVERNING LAW: All federal, state and local laws and regulations apply. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms & Conditions, or the rights and obligations of the Participant and Released Parties in connection with the Promotion, shall be governed by, and construed in accordance with California law without giving effect to any choice of law or conflict of laws.

10. PRIVACY POLICY: Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <https://www.hyundaiusa.com/us/en/privacy-policy>. By participating in the Promotion, you grant Sponsor permission to share your telephone number, email address and any other personally identifiable information with the other Promotion Entities for the purpose of Promotion administration and Offer fulfillment. Sponsor will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as explicitly described herein or in accordance with Sponsor's privacy policy.