

WIN A POLARIS® GENERAL SWEEPSTAKES - COMPLETE OFFICIAL RULES

2020 CAR THROTTLE BFGOODRICH® & POLARIS® SWEEPSTAKES COMPLETE OFFICIAL RULES

1) NO PURCHASE NECESSARY TO ENTER OR WIN. A VALID EMAIL ADDRESS IS REQUIRED TO ENTER. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTER BETWEEN 8:00 AM Central Time (CT) August 1, 2020 AND 11:59 PM CT September 30, 2020 Open only to legal residents of the United States (48 contiguous United States) or District of Columbia who, at the time of entry are 18 years of age or older and who have reached the age of majority in their state of residence. Void outside the U.S. or where prohibited or restricted by law. This sweepstakes ("Sweepstakes") is subject to all applicable federal, state, and local laws and regulations.

2) HOW TO ENTER. For complete official rules and to enter by completing the on-line entry form go to <https://www.carthrottle.com/forms/bfgoodrich-polaris-giveaway>. Entrants must complete the entry form with all information requested of them (full name; complete address, daytime phone number, including area code; birth date; and e-mail address). Entrant must agree to the Official Rules to count as an official online entry. Limit of one entry per person or email address. All entries must be received and recorded between 8:00 a.m. Central Time (CT) on August 1st, 2020 and 11:59 p.m. (CT) September 30, 2020. (the "Promotion Period") to be eligible. Multiple entries per person or email address are prohibited and will void all entries by that entrant. Once submitted, entries become the property of Car Throttle. (the "Sponsor") and will not be returned. Entrants, at their own option and discretion, may elect to "opt-in" to receive future marketing and promotional communications from BFGoodrich®, Polaris® and Car Throttle/Dennis Properties. Choosing to "opt-out" or "opt-in" will not affect entrants' chances of winning.

Sponsor is not responsible for lost, misdirected, late, unsent, incomplete, illegible or unintelligible entries or for inaccurate entry information, whether caused by the participant or by any of the equipment or programming associated with or utilized in this Sweepstakes, or by any technical or human error that may occur in the transmittal of any entry or the processing of any function on the participant's computer system. Participant must notify Sponsor of any changed contact information within the Sweepstakes Period to remain eligible to win based on entry information. Sponsor reserves the right, in its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; to be acting in violation of these rules; or to be acting with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed or similar response methods will void all such entries submitted by such methods. Each entry submission must be manually key stroked and manually entered by the individual entrant; automated and/or repetitive electronic submission of entries (including but not limited to entries made using any script, macro, bot or sweepstakes service) will be disqualified. All entries must be completed by the individual entrant and not by someone else for them.

3) **ELIGIBILITY:** Persons in any of the following categories are not eligible to participate or win a prize: (a) persons who, since June 1, 2020 were or are employees, officers, directors or agents of Car Throttle, BFGoodrich, Polaris Industries, Inc., or Innovative Processing, Inc.; their parent companies, affiliates, subsidiaries, or dealers; or the service agencies of any of the above organizations; (b) individuals engaged in the development of, the production or distribution of materials for, or the implementation of this Sweepstakes; or (c) employees of, persons in the immediate family of, or persons living in the same household as any person in any of the preceding categories. For the purpose of this Sweepstakes, "immediate family members" are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children, and grandchildren. Any Sweepstakes entries received from an ineligible participant will be disqualified. Sponsor reserves the right to modify the rules of the Sweepstakes in any way at any time, subject to state or federal law.

4) **DRAWING:** Sweepstakes participants will enter for a chance to win 1 (one) Grand Prize of a modified 2020 Polaris® GENERAL® XP 4 1000 Deluxe. Approximate retail value ("ARV") \$24,999. 20 (twenty) First Prizes of a Poster featuring original artwork created by "Doug Breuninger" featuring a modified Polaris® GENERAL® . Approximate

retail value (“ARV”) \$20. The chances of winning depend on the number of qualified entries received.

Potential winners will be selected in a random drawing from all eligible entries received. Winners will be drawn on or about October 6, 2020. Award of prize and confirmation of winner is contingent upon potential winner’s qualification and compliance with these Complete Official Rules. Potential winner is notified by email and telephone. Before being declared a winner, Sponsor reserves the right, in its sole discretion, to disqualify and randomly select an alternative potential Prize winner if: (a) a potential winner does not respond within three (3) days of being notified; (b) a prize notification is returned as undeliverable or is not responded to; (c) a potential winner fails to provide Sponsor with satisfactory proof of age, identity, residency or eligibility; (d) potential winner declines acceptance of the prize; (e) if in Sponsor’s determination, a potential winner has not complied with these Complete Official Rules.

Grand Prize potential prize winner will be required to sign and return an Affidavit of Eligibility, Publicity Release and Liability Waiver, an IRS Form W9 and any other paperwork required within five (5) days of receipt of the affidavit or an alternate winner will be drawn.

The random drawing will be conducted by Innovative Processing, Inc., an independent agency whose decisions are final and binding in all matters pertaining to this drawing. By participating in this Sweepstakes, participants accept and agree to be bound by these Complete Official Rules and the decisions of Sponsor, which shall be final on all matters.

5) PRIZES: Total approximate retail value of this Sweepstakes is \$25,399. The Grand prize will be awarded in “as is” condition as provided by Sponsor and does not come with a standard factory warranty due to the modifications being done on the vehicle. SPONSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY OF CONDITION OF THE VEHICLE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. First Prizes will be shipped to the winner within 6-8 weeks of being determined a winner.

6) **GENERAL CONDITIONS.** To take delivery of the Grand Prize, winner must present a valid driver's license, evidence of insurance and any other information required by their states law. Winner will take delivery of the Prize shipped to a local destination close to the winners home designated by Sponsor within thirty (30) days of notification that Prize is available. Winner must have or obtain and provide proof of liability insurance prior to the time of delivery of the Prize. All travel-related expenses to the location and the trailer to haul the Grand Prize on are the responsibility of the Winner. In the event of noncompliance, the Prize will be forfeited and an alternate winner will be selected. Limit of one (1) prize per person or per household address.

Prize is non-transferable and no substitution or cash equivalent is allowed except in Sponsor's sole discretion. Winners are solely responsible for all applicable federal, state or provincial, and local taxes, and any expenses associated with any prizes. Sponsor reserves the right to substitute prize of the same or greater approximate retail value. Prize consists only of items specifically listed as part of the prize. Sponsor will issue an IRS Form 1099-MISC to winner. Approximate retail value is as of the time the rules were printed, and the value of the prize may fluctuate. A winner is not entitled to any difference between the approximate retail value and the actual value of the prize at the time the prize is awarded.

7) **PUBLICITY.** By accepting a Prize, where permitted by law, each winner grants to Sponsor, and those acting pursuant to the authority of Sponsor, the right to print, publish, broadcast and use—worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web—at any time(s), that winner name, portrait, picture, voice, likeness (as is or as may be edited, altered, or cropped), information, and biographical information as news or information and for advertising, trade, and promotional purposes without additional compensation or review.

8) **RELEASE OF LIABILITY AND AGREEMENT TO HOLD HARMLESS.** All entrants, and the Prize winner agree to release and hold harmless Sponsor, Car Throttle, BFGoodrich, Polaris Industries, and Innovative Processing, Inc., their parent and subsidiary companies, affiliates, subsidiaries, officers, directors, agents, and employees; and all others associated with the development and execution of this Sweepstakes (and agree to confirm this release and agreement to hold harmless in writing(s)) from any and all alleged and/or actual actions, demands, losses, settlements (whether or not litigation is commenced), claims, damages, liability, and costs whatsoever (including

attorney fees), existing now or in the future, with respect to or in any way arising from this Sweepstakes or participation in any Sweepstakes-related activity, redeeming Sweepstakes prizes, and/or delivery/mis-delivery, acceptance, possession, use, or misuse of a prize including, but not limited to, liability for personal injury, bodily injury (including wrongful death or disability), damage to property, and damage or loss of any other kind.

Without limitation, the Sponsor, its advertising and promotion agencies, the Sweepstakes judges, will not be liable for any failure of the Web site during the Sweepstakes; for any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment, or software; for the failure of any entry to be received by the Sponsor, its advertising and promotion agencies, or the Sweepstakes judges for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any Web site or any combination of the above. Further, the Sponsor, its advertising or promotion agencies, the Sweepstakes judges, will not be liable for any injury or damage to an entrant's or any other person's computer related to or resulting from participating or downloading any material in the Sweepstakes.

Only the stated number of prizes set forth in these Complete Official Rules will be awarded. If, for any reason, the Sweepstakes is not capable of running as planned due to, but without limitation, tampering, unauthorized intervention, fraud, human or other error, technical failures, or any other causes beyond the control of Sponsor that, in the sole opinion of Sponsor, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Sweepstakes and to draw winners from all eligible entries received. Any attempt to deliberately damage any Web site or to undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

9) DISPUTES. THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, each participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Sweepstakes shall be resolved individually, without resort to any form of class

action, exclusively before a court located in Minnesota, having jurisdiction over the parties and the subject matter. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

10) **USE OF DATA.** By entering this Sweepstakes, each entrant expressly consents to the storing, sharing, and use of the personal information submitted with his/her entry by Sponsor and its agents and/or representatives, only for the purpose of administering the Sweepstakes and in accordance with Sponsor's Privacy Policy, unless entrant otherwise agrees. All entry and other information submitted may be used for advertising, trade, and marketing purposes both by Sponsor and authorized third parties in accordance with Sponsor's and partners privacy policies are available at:
Car Throttle Privacy Policy: <https://www.dennis.co.uk/privacy-policy/>
BFG Privacy Policy <https://www.bfgoodrichtires.com/privacy.page>
Polaris Privacy Policy <https://www.polaris.com/en-us/privacy/>

11) **WINNERS LIST AND OFFICIAL RULES.** For the name of the prize winner, send a self-addressed, sufficiently stamped envelope to 2020 Car Throttle BFGoodrich & Polaris Sweepstakes Winners List, PO Box 240 Dept. BF, Clear Lake, MN 55319. Requests must be received by September 30, 2020. Limit one request per person or per household. For the Official Rules, visit: <https://www.carthrottle.com/page/bfgoodrich-polaris-giveaway-rules/>

12) **SPONSOR CONTACT.** Car Throttle, 155 E 44th St, 22nd Floor, New York, NY 10017

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