"Mini Merica Polaris RS1 Giveaway" OFFICIAL RULES

SPONSOR: Dirt Dudes UTV, LLC, 7861 W 8 Road, Mesick, MI 49668 (the "Sponsor")

DATES: The "Mini Merica Polaris RS1 Giveaway" (the "Sweepstakes") begins at 12:00 a.m. Eastern Time ("ET") October 18, 2023 and ends at 11:59 p.m. ET on December 10, 2023 (the "Sweepstakes Period"). For purposes of these Official Rules, all times are given in ET. The date and time stamp from the Website (defined below) will be the "official computer" and official time keeping device for this Sweepstakes.

ELIGIBILITY: The Sweepstakes is open to permanent legal residents of the forty eight (48) United States and the District of Columbia who are eighteen (18) years of age or older (or the age of majority in their respective jurisdiction of residence) at the time of entry (each, an "Entrant"). The Entrant who is selected as the potential grand prize winner (the "Grand Prize Winner") must have a unique, personal and valid social security number for Sponsor (defined below) to report the tax liability associated with acceptance of the grand prize (the "Grand Prize"). Valid social security numbers will be determined by Internal Revenue Service ("IRS") requirements as further defined in the "PRIZE CLAIMS" section of these Official Rules. Employees and their immediate family members (parents, children, siblings or spouse, regardless of where they live, or persons living in the same household, whether related or not) of the Sponsor, and each of its respective parent companies, divisions, affiliates, subsidiaries, distributors, advertising and agencies, and any others engaged in the development, production, execution or distribution of this Sweepstakes, including but not limited to National Sweepstakes Company, LLC (the "Independent Administrator") (all of the aforementioned collectively referred to as the "Sweepstakes Entities"), are not eligible to participate. The Sweepstakes is subject to all federal, state, and local laws and regulations and is void outside the forty-eight (48) United States and the District of Columbia, and wherever else restricted or prohibited by law. By entering this Sweepstakes, Entrants indicate their full and unconditional agreement to, and acceptance of, these Official Rules and the decisions of the Sponsor and/or Independent Administrator, which are final and binding in all respects. Winning the Grand Prize is contingent upon fulfilling all requirements set forth herein.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. THIS SWEEPSTAKES IS INTENDED FOR ENTRY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. Names, logos, and/or materials associated with the title of this Sweepstakes or prize descriptions are used for purposes of prize description only and such use is not intended to suggest or imply sponsorship or endorsement of this Sweepstakes.

HOW TO ENTER: There are two (2) ways to receive entries into the Sweepstakes; (a) via product purchase ("Purchase"); or (b) by mail, without making a Purchase (the "Alternate Method of Entry" or "AMOE"). Entrants may enter via either of the entry methods listed below. Regardless of the entry method(s) used to obtain entry into this Sweepstakes, there is a total limit of sixty (60) entries per person for the entire Sweepstakes Period. Entry instructions are below:

A. Purchase: To enter the Sweepstakes by making a Purchase, visit <u>www.DirtDudesUTV.com</u> (the "Website") and purchase a minimum of \$10 worth of product by following the instructions to add the product(s) to your cart. When done purchasing product(s), click the shopping cart icon, select your payment method and complete the transaction by following the instructions on the Website. Upon completing your Purchase and receiving your Purchase confirmation, you will receive one (1) entry into the Sweepstakes for every \$10 spent (excluding tax and shipping). *Example: An Entrant who purchases \$10 in product will receive one (1) entry into the Sweepstakes. An Entrant who purchases \$36 in product will receive three (3) entries into the Sweepstakes.* Regardless of the number of transactions made during the Sweepstakes Period, there is a total limit of sixty (60) entries per person for this Sweepstakes. Entrants may achieve the maximum number of entries via multiple Purchase transactions, the AMOE, or a combination of the two (2) entry methods. Any attempt to obtain entries by purchasing and returning product will void all the Entrants entries and result in disqualification from this

Sweepstakes.

B. Alternate Method of Entry (AMOE): To enter the Sweepstakes without making a Purchase, Entrants may enter for free, by mail as follows: On a 4" x 6" postcard (ENVELOPE ENTRIES WILL NOT BE ACCEPTED), legibly handprint or type your first name, last name, address, city, state, zip code, telephone number (including area code), date of birth and email address. Mail your completed 4" x 6" postcard to: "Mini Merica Polaris RS1 Giveaway", PO Box 427, Newark, NY 14513. Mail entries must be postmarked by December 11, 2023 and received by December 18, 2023 to be considered eligible. A limit of thirty-five (35) postcards may be submitted per Entrant. Each postcard is considered one (1) entry into the Sweepstakes; the thirty-fifth (35th) postcard submitted by a single Entrant will be considered twenty six (26) entries, reaching the maximum number of sixty (60) entries for this Sweepstakes. NO ENVELOPES WILL BE ACCEPTED. Multiple entries submitted by a single Entrant in the same envelope or exceeding the entry limit above will not be considered eligible. Entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions will be accepted. Sponsor will not verify receipt of entries for Entries. All entries submitted by mail become the sole property of the Sponsor and will not be returned. Sponsor is not responsible for lost, late, misdirected, illegible, or damaged mailed entries.

In the event an Entrant enters the Sweepstakes via a combination of Purchase and the AMOE, the maximum number of entries he/she will be allowed is sixty (60), even if the total number of entries submitted exceeds sixty (60). In the event of a dispute regarding the identity of the person who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder (defined below) of the e-mail address connected with the email account from which the Purchase was sent. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by the Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. An Entrant may be requested to provide Sponsor with proof that the Entrant is the Authorized Account Holder of the email address associated with the entry. Any attempt by any Entrant to enter this Sweepstakes using multiple/different accounts or any other methods may void the Entrant's entries and may result in disgualification, at the sole discretion of Sponsor. Use of any automated system to participate in the Sweepstakes is prohibited and may result in disqualification. The Sweepstakes Entities are not responsible for any entry that is lost, late, misdirected or undeliverable, whether due to system errors, omissions, interruptions, deletions, defects, delays in operation or transmissions or any other reason, theft or destruction or failures, faulty transmissions or other telecommunication malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, technical malfunctions, or otherwise. Late entries or entries sent via any other method than those stated above will not be accepted.

WINNING/NOTIFICATION: On or about December 19, 2023, one (1) Grand Prize Winner will be selected from among all eligible entries received during the Sweepstakes Period. The random drawing will be conducted by the Independent Administrator whose decisions are based upon their sole discretion and interpretation of these Official Rules and are final and binding in all respects. Odds of being selected as the Grand Prize Winner are dependent upon the total number of entries received during the Sweepstakes Period. The potential Grand Prize Winner will be notified by the Sponsor via telephone within one (1) to three (3) business days from the date in which the random drawing takes place. Grand Prize Winner will be required to complete Required Documents as further described in the "PRIZE CLAIMS" section below. Sponsor will only make two (2) attempts to reach the potential Grand Prize Winner via email within a seventy-two (72) hour time period. In the event the Sponsor cannot reach the potential Grand Prize Winner after two (2) attempts have been made, the original potential Grand Prize Winner will be disqualified and an alternate Grand Prize Winner (selected randomly as outlined above) will be notified until one (1) Grand Prize Winner is confirmed.

PRIZE CLAIMS: Except where prohibited, the potential Grand Prize Winner will be required to complete, execute and return an Affidavit of Eligibility, Liability and Publicity Release (the "Release") and an IRS Form W-9 ("W-9 Form") and any other documents required by Sponsor, (collectively, the "Required Documents") within seven (7) days or less from receipt of notification from the Sponsor/Independent Administrator by email. If the potential Grand Prize

Winner fails to return the Required Documents within the time period required, or if the email is returned as undeliverable, such potential Grand Prize Winner forfeits his/her right to the Grand Prize and an alternate will be notified as outlined in the "WINNING/NOTIFICATION" section above, even if the disqualified potential Grand Prize Winner's name may have been publicly announced. Potential Grand Prize Winner must report income to the IRS. In the event it is deemed during the verification process that the potential Grand Prize Winner does not have a unique, personal and valid social security number for Sponsor to report the tax liability associated with acceptance of the Grand Prize, such potential Grand Prize Winner will be disqualified, and an alternate will be notified as outlined above. Valid social security numbers will be determined by IRS requirements. If it is determined by the Sponsor, in its sole discretion, that the potential Grand Prize Winner is not eligible or otherwise not in compliance with these Official Rules, the potential Grand Prize Winner forfeits his/her right to the Grand Prize and an alternate will be notified as outlined in the "WINNING/NOTIFICATION" section above, even if the disqualified potential Grand Prize Winner's name may have been publicly announced. In the event that the potential Grand Prize Winner is disqualified for any reason, Sponsor/Independent Administrator shall have no liability or obligation to such individual.

PRIZE: One (1) Grand Prize will be awarded in this Sweepstakes. The maximum approximate retail value (the "ARV") of the Grand Prize is \$20,000. The Grand Prize includes Grand Prize Winner's choice of one (1) 2022 Polaris RZR RS1, with aftermarket parts and upgrades included (the "Vehicle") or \$10,000 cash awarded in the form of a check (the "Cash Alternative").

If Vehicle is chosen, Grand Prize Winner must have and provide all of the necessary license and permits to legally drive the Grand Prize in his/her state of residence, along with proof of existing Insurance Coverage (if and as required by his/her state of residence) at time of delivery. Grand Prize Winner 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 sales tax, title and licensing of the Grand Prize (if applicable) is the sole responsibility of the Grand Prize Winner. Grand Prize Winner will be solely responsible for any applicable registration, and insurance fees and any other expenses not listed herein related to receipt, possession, acceptance and use of the Grand Prize. Delivery: Sponsor shall use all reasonable efforts, subject to availability, to award the Grand Prize within ninety (90) days after the Grand Prize Winner is determined. Grand Prize shall be delivered to a mutually agreed upon location within ninety (90) miles from the Grand Prize Winner's permanent legal residence at the Sponsor's sole cost. The Grand Prize Winner shall bear all risk of loss or damage to the Grand Prize after it has been delivered to the specified delivery site. The Grand Prize Winner must personally retrieve the Grand Prize within thirty (30) days of written notification of delivery and must present adequate personal identification and evidence of legally required insurance (if applicable in his/her state of residence), or the Grand Prize will be forfeited without compensation of any kind, and an alternate Grand Prize Winner will be randomly among all remaining non-winning eligible entries received as outlined selected from in the "WINNING/NOTIFICATION" section above. The Grand Prize will be delivered solely with the express written limited warranties set forth in the Grand Prize's applicable Owner's Guide(s0, which warranties shall run for the term set forth in said guide. The depiction of the Grand Prize in any advertising or promotional materials or physical display may not reflect the actual Grand Prize delivered to the Grand Prize Winner. Any difference between the stated ARV of the Grand Prize and the actual value of the Grand Prize will not be awarded. If the Cash Alternative is chosen, Grand Prize will be shipped within four (4) to six (6) weeks or less from the date in which the Grand Prize Winner is confirmed.

No more than one (1) Grand Prize will be awarded. Any and all Grand Prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the Grand Prize Winner. The Grand Prize consists only of the items listed herein. Sponsor makes no representations or warranties with respect to the potential benefits or outcomes to any prize winner with respect to the Grand Prize. THE GRAND PRIZE IS AWARDED "AS IS" AND SPONSOR DOES NOT MAKE (AND IS NOT RESPONSIBLE FOR) ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, RELATING TO THE GRAND PRIZE, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.

Grand Prize Winner may not assign or transfer the Grand Prize to another person. No Prize substitution, exchanges, redemptions, transfers or changes are allowed, except at the sole and absolute discretion of Sponsor. Grand Prize is subject to availability and subject to change. If Grand Prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize will be awarded; provided, however, that if Grand Prize is awarded but unclaimed/forfeited

by Grand Prize Winner, such Grand Prize may not be re-awarded, in Sponsor's sole and absolute discretion. Grand Prize should only be redeemed and accepted by the applicable prize winner. Grand Prize will only be awarded if properly claimed according to these Official Rules. Other restrictions may apply. All taxes, fees and surcharges related to the Grand Prize, if any, are the sole responsibility of the Grand Prize Winner and may be subject to applicable withholding.

GENERAL RULES OF PARTICIPATION: By participating in this Sweepstakes, Entrants and Grand Prize Winner [a] release each and all of the Sweepstakes Entities, from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of the Grand Prize awarded, including, without limitation, liability for personal injury, death or property damage; and [b] agree to be bound by these Official Rules and the decisions of the Sponsor/Independent Administrator, which are final in all respects and not subject to appeal. Sponsor reserves the right permanently to disqualify from this Sweepstakes any Entrant or Grand Prize Winner it believes has violated these Official Rules. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning the Grand Prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and selected a Grand Prize Winner based on the entries received up to the cancellation, modification, termination, or suspension date. Notification of such action will be provided on the Website. To the fullest extent permitted by law, Entrants covenant not to sue any Sweepstakes Entity or cause them to be sued regarding any matter released above; and further covenant not to disaffirm, limit or rescind any releases. A waiver by one or more of the Sweepstakes Entities of any term in these Official Rules does not constitute a waiver of any other provision. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE **PROVISIONS.**

NO LIABILITY: By participating, Entrants and Grand Prize Winner agree to release, discharge, indemnify and hold harmless the Sponsor, and the Sweepstakes Entities, and each of their respective officers, directors, employees, representatives and agents from and against any claims made by the Grand Prize Winner, Entrants, or any other third parties, related in any way to the operation of this Sweepstakes as well as any other claims, damages or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from receipt, acceptance, possession, misuse or use of the Grand Prize; participation in any Sweepstakes-related activity; or participation in this Sweepstakes.

DISPUTES: Entrants agree that any and all disputes, claims, and causes of action arising out of, or connected with, the Sweepstakes or the Grand Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in New York. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, an Entrant's rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of New York, without giving effect to any choice of law or conflict of law rules (whether of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than New York.

PRIVACY: The collection of personal information provided in connection with this Sweepstakes will be used solely for the purposes of; (a) administering this Sweepstakes; and (b) providing future marketing materials regarding Sponsor's product and services to Entrants via email and other marketing methods. Entrants may opt out of the receipt of future marketing materials at any time by following the instructions found in the marketing material(s) received. Entrant information will not be sold to third parties or used in any other fashion other than what has been described herein. The Sponsor's privacy policy can be viewed here: https://dirtdudesutv.com/pages/privacy-policy

WINNER'S LIST REQUEST: For the name of the Grand Prize Winner or a copy of these Official Rules, please

submit a self-addressed, stamped envelope by January 31, 2024 to "Dirt Dudes Mini Merica Polaris RS1 Giveaway", PO Box 458, Newark, NY, 14513.

This Sweepstakes shall not be published without permission of the Sponsor.