2018 INDIAN MOTORCYCLE® THE WRENCH – SCOUT® BOBBER BUILD OFF CONTEST

OFFICIAL RULES

1. NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN THIS CONTEST. PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, U.S. TERRITORIES AND POSSESSIONS AND THE PROVINCE OF QUEBEC, AND WHERE PROHIBITED OR RESTRICTED BY LAW.

2. SPONSOR. The 2018 Indian Motorcycle[®] The Wrench – Scout[®] Bobber Build Off Contest (the "<u>Contest</u>") is sponsored by Polaris Industries Inc., 2100 Highway 55, Medina, MN 55340 ("<u>Sponsor</u>").

3. SUBMISSION PERIOD. The Contest submission period begins March 15, 2018 and ends March 30, 2018 at 11:59:59 PM Pacific Time (the "<u>Submission Period</u>"). Sponsor's clock is the official time-keeping device for this Contest.

4. ELIGIBILITY. The Contest is open only to legal residents of the 50 states of the United States and the District of Columbia and Canada (except the Province of Quebec) who at time of Submission are at least nineteen (19) years of age (and at least the age of majority in their state/province of residence). (Proof of residency and age may be required.) Officers, directors, and employees (collectively, "<u>employees</u>") of Sponsor, The Brand AMP, LLC ("<u>The Brand AMP</u>"), Hot Bike Magazine, and their parents, subsidiaries, affiliated companies, agents, advertising and promotional agencies, those involved in the execution and administration of the Contest and the immediate family members (defined as parents, spouse, children, siblings, grandparents) of such employees, and all those with whom such employees are domiciled, are NOT eligible to enter or win. *Professional motorcycle builders and those who design motorcycles, cars, trucks or other transportation vehicles for a living are NOT eligible to enter or win.*

5. HOW TO ENTER; SUBMISSION REQUIREMENTS.

A. <u>How to Enter</u>. During the Submission Period, you can enter your proposed build design for an Indian[®] Scout[®] Bobber Motorcycle. Your design may include functional or aesthetic changes to the base Indian[®] Scout[®] Bobber, including, without limitation, paint, graphics, textures, finishes, modifications, accessories and improvements to any aspect of the Indian[®] Scout[®] Bobber (your "<u>Design</u>") and become a contestant in the Contest (a "<u>Contestant</u>") by (a) visiting the Contest website at <u>https://www.indianmotorcycle.com/en-us/the-wrench/</u> (the "<u>Website</u>"); (b) completing the Contestant registration form (including your acknowledgement and agreement to these Official Rules and the Copyright Assignment (found in Section 12 of these Official Rules); and (c) submitting your Contest submission (your "<u>Submission</u>"), which must contain <u>all</u> of the following items (the "<u>Required Submission</u>"):

(1) A design sketch for your Design (the "<u>Design Sketch</u>"). (Design Sketches include images from napkin drawings, pencil sketches, computer images, PDFs images, and more. We are not limiting the medium to which the design idea is submitted. must be submitted in a Word, .jpg, .pdf, .mp3, .ppt document/image, no larger than 20MB in size.)

(2) A written description of your Design as drawn in the Design Sketch (the "<u>Design</u> <u>Description</u>"). Your Design Description must be submitted in a document no larger than 20MB in size.

(3) A written description that explains your qualifications as a designer and builder, including why you are qualified to compete as a Contestant in this Contest and why you are capable of actually completing and building out your Design (the "<u>Qualifications Description</u>"). Your Qualifications Description must be submitted in a document no larger than 20MB in size.

(4) Photos and written descriptions of up to three (3) builds you have designed and completed in the past (the "<u>Prior Builds</u>"). (Photos and written descriptions of Prior Builds must be submitted in a Word, .jpg, .pdf, .mp3, .ppt document/image, no larger than 20MB in size.)

<u>Optional Submission Items</u>. In addition to the Required Submission Items, Contestants are encouraged to submit the following optional items ("<u>Optional Submission Items</u>"):

(1) A video that explains your Design and that details your background and qualifications (the "<u>Design Video</u>"). (Your Design Video must be no more than 10 minutes in length, and be submitted in .mp4, .mov, .avi, .flv, or .wmv format with a maximum file size of 300 MB.)

(2) A list of up to five (5) references (including the full name, email address and phone number of each reference) that can verify your qualifications for actually building out your Design (the "<u>Reference List</u>"). (Your Reference List must be submitted in a document no larger than 20MB in size.)

For purposes of this Contest and these Official Rules, (i) your "<u>Submission</u>" is defined as the information and material submitted by you as a Contestant, including, without limitation, the information disclosed through your registration and the Required Submission Items and the Optional Submission Items; (ii) the "<u>Submission Items</u>" are defined as, collectively, the Required Submission Items and the Optional Submission Items; and (iii) your "<u>Design</u>" is defined as, collectively, your Design and any and all Submission Items describing the Design (including, without limitation, the Design Sketch, the Design Description, and the Design Video).

Limit: One (1) Contest Submission per person and/or per email address. Submissions received from any Contestant in excess of the stated limit will be void.

Contestants are not required to purchase any Sponsor products to create a Submission. You will be entered into the Contest once you have submitted your completed Submission to Sponsor, and Sponsor receives your completed Submission via the Website. All Submissions must be submitted and received via the Website by March 30, 2018 at 11:59:59 PM Pacific Time. Only complete Submissions will be accepted.

B. <u>Submission Guidelines and Requirements</u>.

To be eligible for this Contest, your Submission, including without limitation, each Submission Item, must comply with all of the requirements of these Official Rules, including, without limitation, all of the following Submission Guidelines and Restrictions:

(1) Your Submission must include all of the Required Submission Items.

(2) Each Submission Item must meet the requirements for each such Submission Item as set forth in these Official Rules.

(3) Your Submission, including any language contained in your Submission Items, must be in English.

(4) All Submission Items (other than Prior Builds information) must (i) <u>be your own</u> original work, created solely by you, and be the exclusive property of you alone; (ii) <u>not</u> have been previously published, released or distributed in any form; and (iii) <u>not</u> have won any prior awards or have been (or be currently) entered in any other competitions. You may not copy or otherwise plagiarize Design materials from any source. Modifying, enhancing or altering a pre-existing work does not qualify as an original creation or Submission.

(5) As a condition of submitting a Submission, you must be the owner of the copyright of all of your Design and Submission Items (other than Prior Builds information). By entering this Contest, you are assigning all your right, title and interest (and copyright) in and to your Design to Sponsor.

(6) Your Design and Submission Items (other than Prior Builds information) may <u>not</u> contain any third party materials, and may not in any way violate or infringe upon, or (as determined by Sponsor in Sponsor's sole discretion) potentially violate or infringe upon, the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity.

(7) Your Design and Submission Items (other than Prior Builds information) may not include any third party copyrighted photographed images, copyrighted images, copyrighted characters, copyrighted designs, copyrighted logos (except that of Sponsor) or clipart, or cut and pasted images. Submission Items (including, without limitation, clothing, signs or other images visible in videos or photographs) should <u>not</u> contain any visible third party logos, drawings, cartoons, phrases, or trademarks. Submission Items may <u>not</u> contain look-alikes of celebrities or other public or private figures, living or deceased. Videos may not contain music of any kind, and may <u>not</u> contain any content or performance that has been broadcast or streamed, published or televised on television, or as part of a recording or a motion picture film or television program.

(8) Your Design and Submission Items may not, include, contain or reference (as determined by Sponsor in its sole and absolute discretion): (i) any illegal, immoral, obscene, profane, lewd, inappropriate, disparaging, libelous, defamatory or offensive material; (ii) any content unsuitable for publishing, posting or reproducing (including, but not limited to, profanity); (iii) any racial, ethnic, religious, political, or sexual derogatory characterizations or slurs; or (iv) any threats to any person, place, business, group or world peace, or that suggests and/or promotes violence.

(9) Your Design and Submission Items may not convey or communicate any message inconsistent with the positive brand, reputation or good will of Sponsor.

(10) You may <u>not</u> be, nor may you work with parties in conjunction with your Submission who are, under any contractual relationship that may prevent Sponsor from being able to use your Design and your Submission Items (other than Prior Builds information) worldwide in all media in perpetuity on a royalty-free basis, without any payment or fee obligations.

(11) Submissions may not have been dangerous or unsafe to make.

(12) Submissions may <u>not</u> violate any laws, regulations or applicable network or applicable publishing/posting standards, and shall not promote any product or service other than those owned by Sponsor.

(13) In the event that any of your Submission Items contain, show, depict or discuss any personally identifiable information of any third parties or the likeness or image of any person other than yourself, you are solely responsible for obtaining, prior to submitting your Submission, any and all releases and consents necessary to permit the exhibition and use of the third party's name/information/image in accordance with these Official Rules, and by submitting, you represent to Sponsor that you have obtained the same. You must be able to provide such releases and consents in a form acceptable to Sponsor. (If any person appearing or referenced in a photograph or video is under the age of majority, the signature of a parent or legal guardian is required on each release and consent.) You acknowledge and agree that any personally identifiable information about yourself or any third party appearing in your Submission is non-proprietary and non-confidential, and may be disclosed publicly, and you are solely responsible for any consequences thereof.

(14) You must fully complete all portions of the Contest registration, including the acknowledgement and agreement to these Official Rules and the Copyright Assignment (contained in Section 12 of these Official Rules).

C. Additional Matters Relating to Submissions; Official Rules.

Submissions will not be returned. Contestant agrees that Contestant will not use the Submission for any purpose, other than to enter this Contest.

Sponsor reserves the right in its sole and unfettered discretion to reject or disqualify any Submission and/or remove any Submission from the Website for any reason, including any Submission that Sponsor believes violates or potentially violates any of the foregoing requirements or otherwise fails to comply with

any provision of these Official Rules. The decisions of Sponsor on this and all matters pertaining to the Contest shall be final and binding.

Contestant acknowledges and agrees that once submitted, the Submission may be posted on the Website, and the social networking sites and any websites controlled or operated by Sponsor, and its affiliates, divisions, subsidiaries, and advertising and promotional agencies. Whether a submitted Submission is ever used or posted by Sponsor on the Website or any social media site or otherwise presented for viewing by the public is in the sole and absolute discretion of Sponsor.

Please note that you may not be sent confirmation of receipt of a Submission; in the event that your Submission is acknowledged in any way following submission, such acknowledgement does not constitute any representation by Sponsor as to the eligibility of your Submission. Any automated computer receipt (such as one confirming delivery of email) does not constitute proof of actual receipt by Sponsor for purposes of these Official Rules. The submission of a Submission is solely the responsibility of the Contestant, and all Internet access and usage charges are the responsibility of the Contestant. If you use your mobile device to log in to the Website, you will be charged according to your wireless service provider's standard data rates. Check with your wireless service provider for details on data rates and other applicable charges.

In the event of a dispute over the identity of a Contestant, the Contestant will be the Authorized Account Holder of the email address submitted on the registration form. "<u>Authorized Account Holder</u>" shall be deemed to mean the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address. No automatic, programmed, robotic or similar means of Submission are permitted.

Any personal information collected by Sponsor in connection with this Contest will be used in accordance with these Official Rules and with Sponsor's Privacy Policy (which is available at http://www.polaris.com/en-us/company/privacy.aspx). By participating in this Contest, you grant Sponsor permission to correspond with you via email regarding the Contest, and to share your email address and any other personally identifiable information with third parties for the purpose of administration, communication and fulfillment. By opting-in to receive additional information from Sponsor, Sponsor may send you promotional emails, materials and reminders about Sponsor products and services. Agreeing to receive future email updates will not increase chances of winning the Contest. Sponsor will not sell, rent, transfer or otherwise disclose your personally identifiable information to any third party other than as permitted by these Official Rules or Sponsor's Privacy Policy.

For a copy of these Official Rules, please print them from the Website or send a self-addressed, stamped envelope to: 2018 Indian Motorcycle The Wrench – Scout Bobber Build Off Contest Official Rules, 3101 West Coast Highway, Suite 100, Newport Beach, CA 92663, by March 30, 2018.

6. GENERAL JUDGING MATTERS; PRELIMINARY JUDGING AND DETERMINATION OF SEMIFINALISTS.

A. <u>General Judging Matters; Odds</u>. All Submissions must meet the Submission requirements described in these Official Rules. The judges who will judge the Submissions consist of a panel of independent, qualified judges appointed by Sponsor (which may consist of representatives from Sponsor, Hot Bike Magazine, and other organizations). All judging determinations by the judges are in the sole and absolute discretion of the judges, and such decisions and determinations are not subject to further review or appeal by Contestants. Because of the unique nature and scope of the Contest, Sponsor cannot accurately predict the number of Contestants who will participate in the Contest. Odds of being named a Semifinalist or Finalist and/or winning a prize, depend on the nature, quality and number of eligible Submissions received.

B. <u>Preliminary Judging</u>. At the end of the Submission Period, the judges will judge each eligible Submission in the "<u>Preliminary Judging</u>." Each judge will award up to a total of 100 points for a Submission in the Preliminary Judging according to the following judging criteria and point award method (the "<u>Preliminary Judging Criteria</u>"): (i) demonstrated passion for motorcycle design (0-30 points); (ii) skill and creativity demonstrated by the Design (0-30 points); and (iii) demonstration of ability to build the Design (0-40 points).

The ten (10) Submissions with the most number of points in the Preliminary Judging will be deemed (potential) Contest semi-finalists (the "<u>Semifinalists</u>"). In the event of a tie among Submissions for any of the (potential) Semifinalist positions, the judges will re-judge the tied Submissions using the Preliminary Judging Criteria, until such time as all of the Semifinalist positions are finally determined. In the event that there are less than ten (10) Submissions received during the Submission Period, then the total number of Submissions received will be deemed the total number of (potential) Semifinalists (and no more Semifinalists will be selected or determined).

C. <u>Semifinalist Requirements</u>. Potential Semifinalists will be notified on or about April 1, 2018. If a potential Semifinalist does not respond to notification and sign and return an AFFIDAVIT OF ELIGIBILITY, PUBLICITY RELEASE AND LIABILITY WAIVER (collectively, a "<u>Affidavit</u>") within *two (2) days of the date of Semifinalist notification*, Semifinalist position may be forfeited and, at the sole discretion of Sponsor, the Contestant with the next highest vote total in the Preliminary Judging may become an alternate Semifinalist.

7. SEMIFINALIST FAN VOTING AND INTERVIEWS; DETERMINATION OF FINALISTS.

A. <u>Semifinalist Fan Voting</u>. Sponsor will post the Design Sketches of the Semifinalists on the Website for "<u>Semifinalist Fan Voting</u>" from April 5, 2018 through 11:59:59 p.m. Pacific Time on April 19, 2018 (the "<u>Semifinalist Judging Period</u>"), during which time fans of Sponsor and members of the public will be invited to vote for the best Semifinalist Design Sketch, using the Preliminary Judging Criteria.

Fans will be permitted to vote one (1) time during the Semifinalist Judging Period for the (1) one Semifinalist Design Sketch they determine (based on the Preliminary Judging Criteria described above) to be the best Design Sketch Submission among the Semifinalist Design Sketches posted. *Limit one (1) vote per person/email address/ day during the Semifinalist Judging Period*. Votes received from any person and/or email address in excess of the stated limitation will be considered void. No automatic, programmed, robotic or similar means of voting are permitted in the Semifinalist Fan Voting. Any attempt by any voter to obtain more than the stated number of votes by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that voter's votes.

Sponsor will award from 10-100 points to each Semifinalist as determined according to rank based on the votes received in the Semifinalist Fan Voting (with the first place vote-getter receiving 100 points, the second place vote-getter receiving 90 points, and so on, with the tenth place vote-getter receiving 10 points). Each Semifinalist's point award total based on the Semifinalist Fan Voting is deemed the Semifinalist's "<u>Semifinalist Fan Voting Score</u>."

B. <u>Semifinalist Interviews</u>. During the Semifinalist Judging Period, one Contest judge (the "<u>Interview Judge</u>") will contact each Semifinalist and conduct a telephone interview with each Semifinalist (an "<u>Interview</u>"). The Interview Judge will judge the quality of each Interview and will award from 10-100 points to each Semifinalist as determined according to rank based on the quality of the Interview (with the Semifinalist with the best Interview receiving 100 points, the Semifinalist with the second best Interview receiving 10 points, the Semifinalist with the second best Interview receiving 10 points. Each Semifinalist's point award total based on the Interviews is deemed the Semifinalist's "Semifinalist Interview Score."

C. <u>Semifinalist Preliminary Judging Score</u>. During the Semifinalist Judging Period, the judges will award from 10-100 points to each Semifinalist as determined according to rank based on the each Semifinalist's score in the Preliminary Judging (with the Semifinalist with the best score in the Preliminary Judging receiving 100 points, the Semifinalist with the second best score in the Preliminary Judging receiving 90 points, and so on, with the Semifinalist with the tenth place score in the Preliminary Judging receiving 10 points). Each Semifinalist's point award total based on score in the Preliminary Judging is deemed the Semifinalist's "Semifinalist Preliminary Judging Score."

D. <u>Determination of Finalists</u>. At the end of the Semifinalist Judging Period, Sponsor will total each Semifinalist's Semifinalist Fan Voting Score, Semifinalist Interview Score, and Semifinalist Preliminary Judging Score to obtain each Semifinalist's <u>"Total Semifinalist Score</u>." The three (3) Semifinalists Designs with the highest the highest Total Semifinalist Scores will be deemed (potential) Contest finalists (<u>"Finalists</u>"). In the event of a tie among Semifinalists for any of the (potential) Finalist positions, the Semifinalist with the highest Semifinalist Preliminary Judging Score will be named the (potential) Finalist. In the event that a tie still exists among Semifinalists for any of the (potential) Finalist positions, the judges will re-judge the tied Semifinalists' Submissions using the Preliminary Judging Criteria, until such time as all of the Finalist positions are finally determined.

E. <u>Finalist Requirements</u>. Potential Finalists will be notified on or about **April 24, 2018**. If a potential Finalist does not respond to notification and sign and return an Affidavit of Eligibility, Publicity Release and Liability Waiver within two (2) days of the date of Finalist notification, Finalist position will be forfeited and the Semifinalist with the next highest Total Semifinalist Score will become an alternate Finalist.

Through the Affidavit of Eligibility, Publicity Release and Liability Waiver, each potential Finalist, among other things: (i) covenants and agrees to participate in all required activities as a Finalist, including, without limitation, participating in the Finalist Design Competition described below and in certain required promotional activities; and (ii) agrees to publicize Finalist's participation in the Finalist Design Competition as required by the Affidavit; (iii) grants a publicity release to Sponsor (as permitted by law); (iv) agrees to represent Sponsor favorably as a Finalist and to behave in such manner so as ensure that Sponsor's use of such person in advertising or publicity will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Sponsor as determined by Sponsor in its sole discretion; and (v) agrees to adhere to Indian Motorcycle Company's Brand Standards.

8. FINALIST PRIZES; FINALIST DESIGN COMPETITION AND FAN VOTING; DETERMINATION OF GRAND PRIZE WINNER.

A. <u>Finalist Prizes</u>. Sponsor will award each of the three (3) Finalists a "<u>Finalist Prize</u>" consisting of: (1) a 2018 Indian[®] Scout[®] Bobber Motorcycle (the "<u>Build Out Bike</u>"); (2) a check in the amount of \$10,000 to be used in building out the Build Out Bike according to the Finalist's Design (the "<u>Build Out Funds</u>"); and (3) a trip to the Minneapolis Summer X Games on July 19 – 22, 2018 (the "<u>Finalist Trip</u>"). (Total approximate retail value of Finalist Prize: \$23,675; see Finalist Prize details and restrictions in Section 9(B) of these Official Rules.) Finalist certifies to use the Build Out Funds exclusively for parts and accessories for the Build Out Bike. Misuse of Build Out Funds will result in automatic disqualification from the Contest and repayment of funds to Sponsor.

Finalist Trip consists of a trip for Finalist Prize winner to Minneapolis, MN for four (4) days and three (3) nights and includes: (i) round-trip, coach-class air transportation for winner from the closest major airport to the winner's home address (determined by Sponsor in its sole discretion); (ii) one (1) room hotel accommodations (double occupancy, room rate and taxes only) for three (3) nights in the Minneapolis area; (iii) tickets to attend certain Minneapolis Summer X Games activities held in the Minneapolis area; (iv) \$150 in spending money to use in the Minneapolis area to cover miscellaneous expenses; and (v) a \$225 transportation service travel voucher to cover travel around Minneapolis. Finalists will be required to complete and submit an IRS Form W9.

B. <u>Finalist Design Competition</u>. Sponsor will ship the Build Out Bike and Build Out Funds to the Finalists on **or around May 1, 2018**. Each Finalist must use the Build Out Funds to complete the build out of the Build Out Bike according to each Finalist's Design and to produce a final redesigned bike (the "<u>Redesigned Bike</u>"). *Each Finalist will have until July 6, 2018 to build out and complete the Redesigned Bike*.

Indian Motorcycle Company will coordinate with Finalists to transport Build Out Bike to Minneapolis.

The Redesigned Bikes will be revealed to the public at the Indian Motorcycle Company Summer X Games Party held in Minneapolis, MN sometime between July 19, 2018 and July 22, 2018 (the "<u>Reveal Party</u>").

C. <u>Finalist Fan Voting</u>. On the day of the Reveal Party, Sponsor will post the Redesigned Bikes on the Website for "<u>Finalist Fan Voting</u>" from **the day of the Reveal Party through 11:59:59 p.m. Pacific Time on August 1, 2018** (the "<u>Finalist Judging Period</u>"), during which time fans of Sponsor and members of the public will be invited to vote for the best Redesigned Bike, using the Redesigned Bike Judging Criteria (described below).

Fans will be permitted to vote one (1) time during the Finalist Judging Period for the (1) one Redesigned Bike they determine (based on the Redesigned Bike Judging Criteria described below) to be the best Redesigned Bike among the Redesigned Bikes posted. *Limit one (1) vote per person/email address during the Finalist Judging Period*. Votes received from any person and/or email address in excess of the stated limitation will be considered void. No automatic, programmed, robotic or similar means of voting are permitted in the Finalist Fan Voting. Any attempt by any voter to obtain more than the stated number of votes by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that voter's votes.

D. <u>**Grand Prize**</u>. The Finalist whose Redesigned Bike receives the most votes in the Finalist Fan Voting will be deemed the (potential) Grand Prize winner. Sponsor will award one (1) Grand Prize. Grand Prize consists of (i) a check made out to winner in the amount of \$10,000, and (ii) the opportunity for winner's Redesigned Bike to appear on the cover of Hot Bike Magazine. (Total approximate retail value of Grand Prize is \$10,000; opportunity for winner's Redesigned Bike to appear on the cover of Hot Bike Magazine has no cash value). Grand Prize winner will be required to complete and submit an IRS Form W9.

9. PRIZES AND PRIZE REQUIREMENTS.

A. <u>General Requirements; Requirements for Canadian Residents</u>. Potential prize winners must comply with all of the terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. Potential winners will be notified by phone, email or mail.

In the event that a selected potential Finalist Prize winner or Grand Prize winner is a Canadian resident, in order to win the Finalist Prize/Grand Prize, the Canadian resident must first correctly answer unaided a time-limited, mathematical skill-testing question by telephone at a predetermined mutually agreeable time. In the event that the selected Canadian resident is unable or otherwise fails to correctly answer the skill-testing question, the Canadian resident will forfeit prize, and Sponsor will have the right to name an alternate potential winner (according to the process set forth in these Official Rules).

B. <u>Finalist Prizes</u>. Sponsor will award three (3) Finalist Prizes. (In the event that less than three (3) Finalists are selected through the Semifinalist judging described, the number of Finalists actually selected will be the number of Finalist Prizes actually awarded and any remaining Finalist Prizes will remain un-awarded.) Limit one (1) Finalist Prize per person.

If Sponsor so elects, a potential Finalist may be required to submit to, and cooperate in, a public records check to confirm eligibility as a Finalist and to help ensure that the use of any such person in the

required advertising, publicity and promotional activities of Sponsor will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on Sponsor as determined by Sponsor in its sole discretion. If requested, potential Finalist will agree to such background check and understands and agrees that Sponsor may disqualify such person based on the results of the background check. In the event of such disqualification, the Finalist position/Finalist Prize may be forfeited and Sponsor may, in its sole discretion, award the Finalist position/Finalist Prize to the Semifinalist with the next highest Total Semifinalist Score.

Potential Finalists must sign and return an Affidavit of Eligibility, Publicity Release and Liability Waiver as described in Section 7(E) above. The Finalist Trip travel dates will be July 19, 2018 – July 22, 2018. Finalist: (i) must be available to travel on actual dates set for trip by Sponsor; (ii) will be required to sign and return an Affidavit of Eligibility, Publicity Release and Liability Waiver release or will not be permitted to travel on trip; (iii) is required to depart from the closest major airport to the Finalist's primary address (determined by Sponsor in its sole discretion); (iv) is responsible for providing all travel required identification and travel documents and complying with all applicable security requirements; and (v) is responsible for obtaining travel insurance (and all other forms of insurance) at Finalist's option, and hereby acknowledge that Sponsor has not and will not obtain or provide travel insurance or any other form of insurance. In the event of the failure to comply with any of the above requirements, Finalist will forfeit Finalist Prize in its entirety and Sponsor may, at its sole discretion, award the prize to an alternate winner in accordance with these Official Rules. If Finalist cannot travel for any reason whatsoever after travel arrangements are made, Finalist may forfeit prize and Sponsor may, at its sole discretion, award the prize to an alternate winner in accordance with these Official Rules. In the event that Finalist Prize winner's primary address is within 200 miles of Finalist Trip destination location, ground transportation (or a ground transportation allowance of \$300) may be provided to winner in lieu of air travel, and no additional compensation will be provided for travel to and from destination as part of trip prize. (Sponsor is not responsible for transportation of Finalist Prize winner to airport.)

In the event that the Minneapolis Summer X Games (or any related event) is postponed or canceled, Sponsor will not be responsible for awarding such postponed or cancelled portion of the prize and no substitution or compensation will be provided. The remainder of the prize will be awarded. By accepting the Minneapolis Summer X Games tickets (or tickets to any related event), Finalist Prize winner agrees to abide by any terms, conditions and restrictions provided by such tickets. Sponsor is not responsible if winner does not use ticket/admission on day of event. Airline carrier's regulations and conditions apply to air travel, and airline tickets are non-refundable/non-transferable and are not valid for upgrades. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor and The Brand AMP are not liable for any expenses incurred as a consequence of flight cancellation/delay.

C. <u>Grand Prize</u>. Sponsor will award one (1) Grand Prize. Potential Grand Prize winner will be required to sign and return an Affidavit of Eligibility, Publicity Release and Liability Waiver within fourteen (14) days of notification in order to receive the Grand Prize. In the event of the failure to comply with the above requirement, potential Grand Prize winner may forfeit Grand Prize in its entirety and Sponsor may, at its sole discretion, award the prize to an alternate winner in accordance with these Official Rules.

In addition, Grand Prize winner may be required to sign additional forms required by Hot Bike Magazine in order to have Grand Prize winner's Redesigned Bike featured in the magazine. While Sponsor anticipates Hot Bike Magazine will feature Grand Prize winner's Redesigned Bike in the magazine, under no circumstances whatsoever is Sponsor or Hot Bike Magazine required or otherwise obligated to Grand Prize winner to do so (and such portion/aspect of the Grand Prize has no cash value). In the event that Hot Bike Magazine does not feature Grand Prize winner's Redesigned Bike in the magazine, Sponsor will not be responsible for awarding such portion/aspect of the prize.

D. <u>General Prize Restrictions</u>. Prizes are non-transferable. Unless otherwise specifically provided for herein, all taxes or expenses, including, without limitation, expenses associated with the Finalist Prize and Grand Prize not specified herein as part of prize (such as gratuities, incidental charges, surcharges, personal expenses, insurance, telephone charges, and other transportation costs), sales tax, luxury tax, and any other costs incurred in claiming or using any of the prizes, are the sole responsibility of the prize winner. No prize substitution or cash equivalent of prize, except at Sponsor's sole discretion, and then only for a prize of equal or greater value. Any difference between the actual value of any prize and the approximate retail value set forth in these Official Rules may not be claimed and will not be awarded.

10. **GENERAL CONDITIONS.** Contest is subject to all applicable federal, state, and local laws and regulations. By entering the Contest and becoming a Contestant, you agree: (a) to be bound by these Official Rules and the decisions of the judges, which are final and binding in all respects; (b) that Submissions (and Designs) cannot be used by you (or any third parties) for any commercial purpose other than to enter this Contest; and (c) to be contacted by Sponsor by mail, email or telephone. By entering the Contest and becoming a Contestant, you further agree that: (i) Sponsor and any of its designees may post, publish, and use all or any part of your Submission (and if you are selected as a Semifinalist, use your name, voice, likeness, image, statements, biographical data, address (city and state only) and prize information), in any and all media now existing or hereafter devised for illustration, promotion, art, editorial, advertising, trade or any other purpose whatsoever; and (ii) Sponsor owns your Design and may use your Design for any purposes whatsoever, including, without limitation, for the purposes of creating, producing and marketing Sponsor products, in perpetuity, without attribution, notification, compensation or consents (except where prohibited by law), and you hereby release Sponsor, The Brand AMP, Hot Bike Magazine, and their respective parent companies, subsidiaries, affiliated entities, shareholders, members, managers, officers, printers, distributors, and advertising agencies, and their employees, agents, representatives, attorneys and consultants (collectively, the "Released Parties") from any liability with respect thereto.

Failure to comply with these Official Rules may result in disqualification from this Contest. Sponsor reserves the right, in its sole discretion, to: (i) disqualify from this or any contest it sponsors, now or in the future, any person it finds, in its sole discretion, has violated these Official Rules, entered or attempted to enter the Contest more than the permitted number of times through the use of multiple email addresses or any other device or means, or tampered with the Submission process, the operation of the Contest, or any other aspect of this Contest; and (ii) modify, cancel or suspend part or all of this Contest in the event that human or technical occur in the administration of this Contest or the processing of Submissions, or other errors, printing errors, tampering, fraud, unauthorized intervention, technical failure, or other causes beyond Sponsor's control, corrupt or impair the administration, security, fairness or proper play of the Contest. In such event, or in the event the Contest is cancelled, suspended or discontinued for any reason, Sponsor may judge and award prizes based on Contest information collected up to the time of Contest cancellation or suspension. Sponsor reserves the right, in its sole discretion, to extend the Submission Period (and make any other necessary adjustments to the dates and deadlines stated herein) in the event that Sponsor receives an insufficient number of qualified Submissions in the Contest (as determined by Sponsor in its sole and absolute discretion).

The Released Parties shall not have any obligation or responsibility, including any responsibility to award any prizes to Contestants, with regard to: (i) Submissions that contain inaccurate information or do not comply with or violate these Official Rules; (ii) Submissions, prizes or prize claims or notifications that are lost, late, unintelligible, damaged, delayed, destroyed, misdirected, garbled, incomplete, illegible or are otherwise not received by the intended recipient, in whole or in part, due to computer, human or technical error of any kind; (iii) any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alternation of, Submissions, or any incorrect or inaccurate transcription of Submission information; (iv) Contestants who have committed fraud or deception in entering or participating in the Contest or in claiming any prize; (v) any problems or technical malfunctions of the Contest, the Website, or of any telephone or communications network or lines,

computer on-line systems, servers or providers, computer equipment, software, or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to Contestant's or any other person's computer related to or resulting from participation or downloading any materials related to this Contest; (vi) any inability of a winner to accept a prize for any reason; (vii) early termination of the Contest, or the inability to award any prize, in the event Sponsor receives fewer than the number of qualified Submissions necessary (as determined by Sponsor in its sole and absolute discretion) to award such prize; or (viii) the inability to award all or any part of a prize due to errors, delays or interruptions due to Acts of God, natural disasters, terrorism, weather or any other similar event beyond Sponsor's reasonable control.

By entering this Contest and becoming a Contestant, you release and agree to indemnify and hold harmless the Released Parties from any and all liability for any accident, loss, tax liability, injury, death or damage of any kind, arising from your participation in this Contest or in any Contest related activity, or resulting from acceptance, possession, use or misuse of any prize, or while traveling to and/or from a location as part of or to obtain or use a prize. Contestants and prize winner acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representations or guarantees, express or implied, in fact or in law, relative to any prize, including, but not limited to, express warranties provided by the manufacturer of the goods or their affiliates.

11. **REPRESENTATIONS AND WARRANTIES: INDEMNIFICATION.** By entering this Contest and becoming a Contestant, you represent and warrant as follows: (i) your Design is your sole, original work, and you hold the sole and exclusive rights to such Design; (ii) your Design was created solely by you for the purpose of entering the Contest; (iii) no part of your Design has been previously published, distributed or otherwise exploited; (iv) your Design does not and will not violate or infringe upon the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (v) your Submission (including your Design) does not contain any computer virus and is otherwise uncorrupted; (vi) the Submission is not and will not be defamatory or libelous, and as of the date of submission, is not the subject of any actual or threatened litigation or claim; (vii) any person appearing or otherwise identified in the Submission consents (or if a minor in such person's state/province, has the consent of his/her parent/legal guardian) to the Submission and its use in the Contest and as otherwise set forth in these Official Rules; and (ix) your Submission (including your Design) otherwise complies with all of the requirements and conditions of the Official Rules, including, without limitation, all those requirements and conditions listed in Section 5 of these Official Rules. You hereby agree to indemnify and hold the Released Parties harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating, in whole or in part, directly or indirectly, to or arising out of any breach or alleged breach of any of the warranties, representations or agreements hereunder.

12. **OWNERSHIP; COPYRIGHT ASSIGNMENT.** By entering this Contest and becoming a Contestant, you acknowledge and agree that: (a) your Design is and shall be owned by Sponsor as a "work made for hire;" (b) to the extent that your Design is not deemed a work "made for hire" on behalf of Sponsor, you irrevocably assign and transfer to Sponsor any and all rights, title and interest in and to each Design submitted, including, without limitation, any and all intellectual property rights; (c) all ideas, concepts, copyrighted material and any and all rights of any kind whatsoever (including but not limited to moral rights, copyrights and intellectual property) in and to your Design become and are the sole property of Sponsor; (d) Sponsor has the right to publish, use (or not use), edit, adapt and/or modify your Design in whatever way it chooses; (e) your Design is free and clear of any liens, claims, licenses, reservations or encumbrances of any kind whatsoever; (f) you will not use your Design in any other manner or for any other purpose than to enter this Contest, including, without limitation, by displaying, uploading or publishing your Design on any other websites or any online social networks (without the express permission of Sponsor); and (g) to sign any and all other legal forms deemed necessary by Sponsor or that Sponsor may otherwise reasonably require in order to effectuate the purposes and intents of these Official Rules and this Copyright Assignment.

13. **DISPUTE RESOLUTION.** Any and all disputes with respect to this Contest will be resolved in the appropriate courts in the State of Minnesota, USA, exclusively, and subject to the laws of the State of Minnesota, USA, without regard to conflicts of laws principles. Should there be a conflict between the laws of the State of Minnesota, USA, and any other laws, the conflict will be resolved in favor of the laws of the State of Minnesota, USA. By entering, Contestant consents to the jurisdiction and venue of the federal, state and local courts located in/for Minneapolis, Minnesota, USA. If any provision of these Official Rules is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other provision. Except where prohibited, by entering this Contest, Contestant agrees that: (i) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action; (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees; and (iii) under no circumstances will Contestant be permitted to obtain awards for, and Contestant hereby waives all rights to claim, punitive damages, incidental damages, consequential damages or any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. (NOTE: Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.)

14. WARNING. ANY ATTEMPT BY CONTESTANT OR ANY OTHER PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE WEBSITE OR OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH CONTESTANT OR OTHER PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING SEEKING CRIMINAL PROSECUTION.

15. WINNERS LIST. For names of prize winners, send a self-addressed, stamped, business-size envelope to: 2018 Indian Motorcycle The Wrench – Scout Bobber Build Off Contest Winners List, 3101 West Coast Highway, Suite 100, Newport Beach, CA 92663, by March 1, 2019. Information regarding scores awarded by voters and judges will not be available.