

**eFTR HOOLIGAN 1.2 SPRING SWEEPSTAKES  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**SPONSOR.** The Sponsor of the eFTR Hooligan 1.2 Spring Sweepstakes (“**Sweepstakes**”) is Polaris Industries Inc. (“**Sponsor**”), 2100 Hwy 55, Medina, MN 55340. Sponsor may retain and work with others in connection with Sweepstakes administration, operation, and fulfillment, including parties who assist with prize selection, technology, tabulation, data services, fulfillment tasks, supplying or contributing to a prize, promotion, advertising, or otherwise generating interest in the Sweepstakes (“**Promotion Supporters**”).

**ELIGIBILITY.** Subject to the other requirements in these Official Rules, the Sweepstakes is open only to natural persons who are: (a) a legal resident of one of the 48 Contiguous United States and District of Columbia; and (b) age 18 or older; and (c) who have a valid personal email address. Officers, directors and employees of Sponsor, Promotion Supporters, and each of their respective parents, subsidiaries, affiliates, distributors, dealers, retailers, sales representatives, and advertising and marketing agencies, as well as their immediate family (spouse, parents, children, siblings, and their respective spouses) and household members of each such person, are not eligible to participate in the Sweepstakes. Any Sweepstakes entries received from an ineligible participant will be disqualified. Sweepstakes is void where prohibited by law.

**PROMOTION PERIOD.** The Sweepstakes entry period starts on March 1, 2023, at 12:01 AM Central Standard Time (CST) and ends on March 31, 2023, at 11:59 PM CST (“**Promotion Period**”). Sponsor’s computer systems are the official time-keeping device for this Sweepstakes. All Entries must be received and recorded by Sponsor during the Promotion Period and must otherwise satisfy the requirements in these Official Rules, to be eligible to win.

**HOW TO ENTER.** To enter the Sweepstakes, participants who meet the eligibility requirements in these Official Rules are required to: Go to <https://www.indianmotorcycle.com/en-us/sweepstakes/eftr-hooligan-spring-sweepstakes/> and fully complete the online entry form and click “Submit” (“Entry”). Sweepstakes participants agree to receive promotional emails from the Polaris® family of brands, including Indian Motorcycle®. Once an Entry has been submitted, a participant can opt-out at any time.  
**Limit one (1) Entry per person.**

Sponsor and Promotion Supporters are not responsible for late, unsent, inaccurate, or incomplete Entries, regardless of cause, including without limitation, due to human or technical error, Internet outage, act of God, pandemic, or another force majeure event, 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, including without limitation, in the transmittal of any Entry or the processing of any function on the participant’s or Sponsor’s computer system. Participant must notify Sponsor of any changed contact information within the Promotion Period to remain eligible to win based on Entry. Any determinations or disputes regarding eligibility, residency, entry methods, and ownership of an e-mail account will be determined by Sponsor in its sole discretion and shall be final. Sponsor reserves the right, in its sole discretion, to disqualify any participant found to be tampering with the Entry process or the operation of the Sweepstakes; to be acting in violation of these Official Rules or applicable laws; or to be

acting with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, automatic, programmed, or similar entry methods is prohibited, and any such Entries will be disqualified and void.

**PRIZE.** One (1) Grand Prize consisting of an Indian Motorcycle® eFTR Hooligan 1.2 electric bike (ARV \$4000) (“Prize”). Total ARV of all Prizes: \$4000 USD. No transfer, assignment, cash redemption or substitution of the Prize is permitted, except by Sponsor due to Prize availability and then with a Prize of equal or greater value. Determination of the Prize to be awarded will be in Sponsor’s sole discretion.

**ODDS OF WINNING.** The chances of winning a Prize will depend on the number of eligible entries received during the Promotion Period.

**WINNER SELECTION AND NOTIFICATION:** At the end of the Promotion Period, the winner will be randomly selected in a drawing from all eligible entries received during the Promotion Period. The drawing will be conducted by Sponsor or its designee, using randomization methods selected by Sponsor in its sole discretion. A potential winner will be notified by email using the email address given at the time of entry. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If, despite reasonable efforts, a potential winner does not respond within the time period specified in the winner notification, or if the prize or winner notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected from among all eligible entries received.

Each potential winner must satisfactorily complete an affidavit of eligibility showing compliance with these Official Rules and a liability and publicity release, allowing Sponsor to use the potential winner’s name, usernames, image, photograph, likeness, persona, city and state, and biographical information for advertising or other purposes. Failure to complete these forms may result in forfeiture of the Prize and disqualification.

If any potential winner is found to be ineligible, or if that potential winner has not fully complied with these Official Rules or declines the Prize for any reason prior to award, such potential winner will be disqualified and an alternate winner selected from all eligible entries received during the Promotion Period. Sponsor may successively attempt to contact up to two (2) additional potential winners in accordance with such procedure. If there is no confirmed winner of the Prize after such attempts have been made, the Prize may go unawarded.

The Prize winner is solely responsible for all applicable federal, state, and local taxes and any expenses associated with the acceptance and use of the Prize. The Prize winner should consult with a knowledgeable tax advisor for the proper tax treatment of this income on the winner’s tax return.

**GENERAL.** By participating in the Sweepstakes, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules and with the decisions of Sponsor, which shall be final and binding in all respects. All federal, state, and local laws and regulations apply. Winning a Prize is contingent on fulfilling all requirements in these Official Rules. Sponsor reserves the right to modify the Official Rules of the Sweepstakes at any time, subject to applicable laws.

Sponsor reserves the right, in its sole discretion, to modify, terminate, or suspend this Sweepstakes for any reason, including without limitation, in the event that viruses, bugs, tampering, fraud, unauthorized intervention or other causes beyond Sponsor’s control corrupt or impair the administration, security, integrity, proper conduct or fairness of the Sweepstakes.

Sponsor is not responsible for any human or technological error that may occur in the processing of the Sweepstakes nor is it responsible for any error, omission, interruption, deletion, defect, theft or destruction of, unauthorized access to, delay, unauthorized transmission or distribution, or alteration of Entries, whether caused by participant, the sender, Sponsor, any of the equipment or programming associated with or utilized in this Sweepstakes, or otherwise.

Sponsor is not responsible for any problem, error or technical malfunction of any telephone or internet network or lines, computer online systems, servers or provider, computer equipment, software, failure of any e-mail, submission, or Entry to be received by Sponsor, including without limitation due to technical problem, traffic, congestion on the internet or at any website, or any combination thereof, including any injury or damage to participants' devices, for any reason, including related to or resulting from participation or downloading/uploading any materials in this Sweepstakes. ANY ATTEMPT TO DELIBERATELY DAMAGE OR INTERFERE WITH ANY WEBSITE, APP, OR ENTRY FORM, OR USE OF ANY MEANS, ALGORITHM OR PROCESS TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY AND ALL RESPONSIBLE PARTIES, TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISCLAIMER AND LIMITATION OF LIABILITY.** THE SWEEPSTAKES AND PRIZE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND SPONSOR HEREBY EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, ACCURACY, COMPLETENESS, OR FITNESS FOR A PARTICULAR PURPOSE. WITHOUT LIMITING THE FOREGOING, SPONSOR DOES NOT GUARANTEE, WARRANT OR REPRESENT THAT THE SWEEPSTAKES, PRIZE AND ENTRY FORM WILL BE AVAILABLE, AS REPRESENTED, ERROR-FREE, UNINTERRUPTED, PROTECTED FROM UNAUTHORIZED ACCESS OR DISCLOSURE, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED.

PARTICIPANTS ARE SOLELY RESPONSIBLE FOR THEIR OWN ACTIONS RELATING TO THIS SWEEPSTAKES AND THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE. ALL PARTICIPANTS AGREE TO RELEASE AND HOLD HARMLESS SPONSOR AND PROMOTION SUPPORTERS, THEIR PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, DEALERS, RETAILERS, ADVERTISING AND MARKETING AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST ANY LIABILITY ARISING FROM PARTICIPATION IN THE SWEEPSTAKES OR FROM ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE, INCLUDING WITHOUT LIMITATION, ANY CLAIM OF INJURY, DAMAGE, LOSS OR LIABILITY TO PERSON OR PROPERTY. ONCE THE WINNER HAS CLAIMED THE PRIZE, THERE CAN BE NO CLAIMS FOR LIABILITY AGAINST THE SPONSOR OR PROMOTION SUPPORTERS.

**PUBLICITY RELEASE:** By participating in the Sweepstakes, in addition to any other grants which may be granted in any other agreement between Sponsor and any participant in the Sweepstakes, each participant irrevocably grants Sponsor and the Promotion Supporters and their respective successors, assigns and licensees, the perpetual, worldwide right to use participant's name, usernames, image, photograph, likeness, persona, and biographical information, in any and all media for any purpose, including for advertising and marketing. Each participant hereby releases and holds harmless Sponsor and the Promotion Supporters from any liability with respect thereto.

**PRIVACY POLICY.** Any personal information submitted by Sweepstakes participants will be treated in accordance with Sponsor's Privacy Policy <https://www.polaris.com/en-us/privacy/>.

**GOVERNING LAW AND DISPUTE RESOLUTION.** Except where prohibited, each participant agrees that: (a) all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsor and Promotion Supporters shall be governed by and construed exclusively in accordance with the laws of the State of Minnesota, without giving effect to any principles of conflicts of law of any jurisdiction; (b) any and all disputes, claims and causes of action at law or in equity arising out of or relating to this Sweepstakes or any Prize awarded shall be (i) resolved individually, without resort to any form of class action; and (ii) filed only in the federal or state courts situated in Minneapolis, Minnesota, and participant hereby consents and submits to the personal jurisdiction of such courts for the purposes of litigating any such disputes, claims or causes of action; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, and in no event shall include attorneys' fees; and (d) under no circumstances will any participant or winner be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, special, consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

**SEVERABILITY AND NO WAIVER.** If a court of competent jurisdiction determines any provision of these Official Rules or any portion thereof to be unenforceable, such provision will be enforced to the maximum extent permissible, so as to give the intended effect thereof, and the remainder of these Official Rules will continue in full force and effect. Any failure by Sponsor to act with respect to a violation of these Official Rules does not waive its right to act with respect to that violation or subsequent or similar violations.

**OFFICIAL RULES AND WINNERS LIST.** To obtain a copy of the Official Rules or a winners list, send a self-addressed, stamped envelope with your request, postmarked on or before April 15, 2023 to Sponsor at: eFTR Hooligan 1.2 Spring Sweepstakes, 2100 Hwy 55, Medina, MN 55340.