## POLARIS + CALL OF DUTY® SEASON 5 SWEEPSTAKES (THE "SWEEPSTAKES") COMPLETE OFFICIAL RULES

## 1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

2. ELIGIBILITY: The Sweepstakes is open to legal permanent residents of the fifty (50) United States (including the District of Columbia) who are eighteen (18) years of age or older at the time of entry (the "entrant"). Persons in any of the following categories are **not** eligible to participate or win a prize: (a) persons who, since August 9, 2024 were or are employees, officers, directors or agents of Polaris Industries Inc. (the "Sponsor") or National Sweepstakes Company, LLC (the "Independent Administrator"); 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. Void outside the fifty (50) United States, the District of Columbia and where prohibited or restricted by law. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

Any Sweepstakes entries received from an ineligible participant will be disqualified. By participating in this Sweepstakes, entrants accept and agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final on all matters. Sponsor reserves the right to modify the Official Rules of the Sweepstakes in any way at any time, subject to state or federal law.

**3. SWEEPSTAKES PERIOD:** The Sweepstakes will start at 12:00:00 am Central Standard Time ("CT") on August 9, 2024 and end at 11:59:59 pm CT on August 21, 2024 (the "Sweepstakes Period"), subject to entry period end dates and times (each an "Entry Period").

Each Entry Period will start and end on the dates and times in the Entry Period chart below. All entries must be submitted during a time period below in order to be included for the applicable Entry Period's drawing.

## ALL ELIGIBLE ENTRIES FROM THE PREVIOUS ENTRY PERIOD(S) WILL NOT CARRY OVER TO SUBSEQUENT ENTRY PERIOD DRAWINGS.

Entry Period 1: 12:00:00 am CT on August 9, 2024 to 11:59:59 pm CT on August 14, 2024 Entry Period 2: 12:00:00 am CT on August 16, 2024 to 11:59:59 pm CT on August 21, 2024

Polaris.com/callofduty (the "Website") and complete the online entry form. Entrants must complete the entry form in its entirety to include: full name; complete address, daytime phone number, including area code, email address, Activision Account ID and Entrant must agree to the Official Rules in order to submit and receive one (1) entry into the Sweepstakes for the grand prize, first prizes and second prizes. Entrants without an Activation Account ID may sign up for free at <a href="https://profile.callofduty.com/cod/signup">https://profile.callofduty.com/cod/signup</a>.

Limit of one (1) entry per person or email address for the entire Sweesptakes through the registration process.

One (1) additional entry per day and up to (5) five total entries per Entry Period may be earned through entering any Polaris RZR Pro R in Call of Duty®: Warzone<sup>™</sup> in any Battle Royal mode during the available entry periods. Call of Duty®: Warzone<sup>™</sup> is free to play and may be downloaded from Xbox, Playstation, Battle.net and Steam.

Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different identities, email addresses, accounts, and/or any other methods will void that entrant's entries and that entrant may be disqualified from the Sweepstakes. Once submitted, entries become the property of Sponsor and will not be returned.

Sponsor is not responsible for lost, misdirected, late, unsent, incomplete, or unintelligible entries or for inaccurate entry information, whether caused by the entrant 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 entrant's computer system. Entrant 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 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 any other party.

- **5. DRAWING/ODDS:** Drawings for each Entry Period will occur on or about the following dates: Entry Period 1- August 16, 2024, Entry Period 2, August 23, 2024. There will be one (1) grand prize winner (the "Grand Prize Winner"), three (3) first prize winners (each a "First Prize Winner") and fifteen (15) second prize winners (each a "Second Prize Winner") selected in a random drawing from among all eligible entries received during the respective Entry Period. The odds of being selected as a prize winner is dependent upon the number of eligible entries received during the Entry Period. The random drawing will be conducted by the Sponsor, whose decisions are based upon its sole discretion and interpretation of these Official Rules and are final and binding in all respects.
- **6. GRAND PRIZE NOTIFICATION/CLAIM:** Award and confirmation of each prize winner is contingent upon potential prize winner's qualification and compliance with these Official Rules. Potential prize winner will be notified by email and/or telephone (the "Notification"). Before being declared a prize winner, the potential prize winner must respond to the Notification within the time frame indicated by providing the required information. Potential Grand Prize Winner must complete an Affidavit of Eligibility/Liability/Publicity Release Form and an IRS Form (the "Required Documents") within the time frame indicated in the Notification. Sponsor reserves the right, in its sole discretion, to disqualify and randomly select an alternative potential prize winner if: (a) the potential prize winner does not respond within the Notification timeframe; (b) the Notification is returned as undeliverable; (c) the potential prize winner fails to provide Sponsor with satisfactory proof of age, identity, residency or eligibility or provide the required information or Required Documents; (d) the potential prize winner declines acceptance of the prize; and (e) if in Sponsor's determination, the potential prize winner has not complied with these Official Rules.

The Grand Prize is taxable as income and the Grand Prize Winner is solely responsible for any taxes on the Grand Prize, including, but not limited to all applicable federal, state, and local taxes. The Sponsor must report the value of the Grand Prize to the IRS in the year the Grand Prize is received by the Grand Prize Winner and will be reported to the Grand Prize Winner and the IRS in the form of a Form 1099.

## 7. PRIZES:

**GRAND PRIZE**: Each Grand Prize Winner will receive a trip for Grand Prize Winner and one (1) guest on a Polaris Adventure (the "Grand Prize"). The Grand Prize Winner will receive the following for the trip portion of the Grand Prize: i) roundtrip coach class airfare to and from a major airport nearest their residence and a destination in the forty-eight (48) contiguous United States, ii) one (1) hotel room accommodation for two (2) nights, each room will be a standard double occupancy room (Sponsor to determine the hotel accommodations at their discretion and is inclusive of room rate and tax only), iii) any Polaris RZR Adventure of the location of the winner's choice for Grand Prize Winner and one (1) guest inclusive of two

(2) RZR vehicle rentals or guided experience and safety equipment, subject to availability, iv) one (1) compact rental car for three (3) days, and v) two (2) co-branded Call of Duty/Polaris helmets (the "Grand Prize"). Total Approximate Retail Value of each Grand Prize is \$3,260.

Go to <a href="http://poladv.com">http://poladv.com</a> to see available locations and Adventures (baring restrictions/qualifications of chosen adventure). Each adventure may have its own qualifications and limitations. Limit of availability is dependent on the adventure chosen. See website for full details. This prize is for one (1) full-day adventure only on a RZR vehicle. Any unused value of the prize will not be awarded to the Grand Prize Winner. Grand Prize Winner must meet the state requirement of rental policy at the rental company. Grand Prize must be redeemed by December 31, 2024.

Trip, travel, and lodging elements may be subject to change due to impracticability or unavailability, or for any other reason as determined necessary by Sponsor or its designee. Tickets are subject to the terms and conditions of issuer and will not be replaced if lost, stolen, misplaced, damaged or destroyed. ARV may vary, depending on the point, date and time of departure. Grand Prize must be accepted as a whole or will be forfeited in its entirety. All travel arrangements must be made through a travel agent or entity selected by Sponsor. Grand Prize Winner and guest will be responsible for all meals, transportation (other than described above), travel insurance, tips, room service, laundry service, souvenirs or gratuities, fuel, parking, beverages, telephone calls, overages, baggage fees, extras and any other incidental costs or expenses not specifically stated herein as being included. Specific air carrier(s) and other trip specifics are selected at the sole discretion of the Sponsor. Travel must originate and end at the same major gateway airport. Grand Prize Winner and guest will be required to obtain any travel related documents and maintain all insurance (including health, liability and any other insurance along with any additional documents). Grand Prize Winner and guest acknowledge and agree that the Sweepstakes Entities are not providers/carriers of transportation, or insurance providers. No changes will be made to travel details once any element(s) of the travel arrangements have been booked. No frequent flier miles will be earned on any element of prize travel. Grand Prize conditions may be added or modified by Sponsor or its designee. Sweepstakes Entities are not responsible for any changes of any element of the Grand Prize, nor are they liable for any expenses incurred as a consequence of flight/event changes, cancellation or delays. A Grand Winner or guest later found ineligible or non-compliant will be immediately required to return and forfeit any prize awarded. In the event Grand Prize Winner and/or guest engages in behavior that, as determined by Sponsor (or its designee) in their absolute discretion, is obnoxious or threatening, dangerous, illegal or that is intended to annoy, abuse, threaten or harass any other person, or may cause harm, property damage or any other loss, Sponsor reserves the right to terminate the trip early, in whole or in part, and to send the Grand Prize Winner and guest home with no further compensation.

**FIRST PRIZES:** Each First Prize Winner will receive a 60 qt. Polaris branded NorthStar Cooler having an ARV of \$329.99 each. There are a total of three (3) First Prize Winners per Entry Period. Total ARV of First Prizes per Entry Period is \$989.97.

**SECOND PRIZES:** Each Second Prize Winner will receive a co-branded Call of Duty/Polaris hat and zip-up hoodie having an ARV of \$94.98 each. There are a total of fifteen (15) Second Prize Winners per Entry Period. Total ARV of Second Prizes per Entry Period is \$1,424.70.

Total ARV of all prizes to be awarded per Entry Period is \$3,684.97.

SPONSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY OF CONDITION OF THE PRIZES AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Prize winners are required to comply with any and all applicable federal, state and local laws, rules and regulations. Any difference between stated ARV and actual value of the prize will not be awarded.

**PRIZE RESTRICTIONS:** Limit one (1) prize per person or per household for the entire Sweepstakes. Prizes cannot be substituted, assigned, transferred, or redeemed for cash except at Sponsor's sole discretion or as otherwise provided herein. Sponsor reserves the right to substitute prize with a prize of comparable or greater value if advertised prize should become unavailable. Prize winner is required to comply with any and all applicable federal, state, and local laws, rules and regulations. The prize winner is solely responsible for any taxes on the prize they have received, including but not limited to any and all

federal, state and local taxes. No more than the number of prizes as set forth in these Official Rules will be awarded.

- **7. PUBLICITY**. By accepting a prize, where permitted by law, prize 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 prize winner's 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 prize winners agree to release and hold harmless Sponsor, Independent Administrator, and Activision Publishing, 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 Independent Administrator, and Activision Publishing, Inc. 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 Independent Administrator 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 Independent Administrator, 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.

- 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 randomly select a prize winner from all eligible entries received, pursuant to Rule #3, as of the date of termination. 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 CONSISTIUTE A WAIVER OF THESE PROVISIONS.
- **9. DISPUTES.** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE STATE OF NEW YORK WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, each entrant 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 New York, 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 entrant's actual out-of-pocket expenses (i.e.,

costs associated with entering this Sweepstakes), and entrant further waives all rights to have damages multiplied or increased.

- **10. PERSONAL INFORMATION.** 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, in accordance with Sponsor's Privacy Policy. 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 privacy policy, available at <a href="https://www.polaris.com/en-us/privacy/">https://www.polaris.com/en-us/privacy/</a>
- **12. WINNERS LIST AND OFFICIAL RULES**. For the name of the prize winners, send a self-addressed, sufficiently stamped envelope to: "2024 Polaris Call of Duty" Sweepstakes Winners List, PO Box 458, Newark, NY 14513. Requests must be received by September 21, 2024. Limit one request per person or per household. For a copy of the Official Rules, visit the Website.
- 13. SPONSOR CONTACT. Polaris Industries Inc., 2100 Highway 55, Medina, MN 55340.

Activision Publishing, Inc. is not a sponsor of or affiliated with this Sweepstakes. Activision's name, logos, and/or the Call of Duty®: Warzone™ name, logos and/or materials are used for purposes of promotion and/or prize description only and such use is not intended to suggest or imply Activision's participation, sponsorship, or endorsement.