## POLARIS SIDE-BY-SIDE OF CHOICE GIVEAWAY (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 February 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 February 9, 2024 and end at 11:59:59pm CT on March 31, 2024 (the "Sweepstakes Period").
- **4. HOW TO ENTER**. Visit <a href="https://www.polaris.com/en-us/off-road/sweepstakes/side-by-side-of-choice-giveaway/">https://www.polaris.com/en-us/off-road/sweepstakes/side-by-side-of-choice-giveaway/</a> (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; and e-mail address. Entrant must agree to the Official Rules in order to submit and receive one (1) entry into the Sweepstakes. Limit of one (1) entry per person or email address. All entries must be received by 11:59:59 p.m. CT on March 31, 2024 to be eligible. Multiple entries per person or email address are prohibited. Only one entry will be considered a valid entry from any entrant. Once submitted, entries become the property of Sponsor and will not be returned.

Limit of one (1) entry per person for the Sweepstakes. 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:** On or about April 2, 2024, one (1) grand prize winner (the "Grand Prize Winner") will be selected in a random drawing from among all eligible entries received during the Sweepstakes Period. The odds of being selected as the Grand Prize Winner is dependent upon the number of eligible entries

received during the Sweepstakes Period. The random drawing will be conducted by the Independent Administrator, 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 the Grand Prize Winner is contingent upon potential Grand Prize Winner's qualification and compliance with these Official Rules. Potential Grand Prize Winner will be notified by email and telephone (the "Notification"). Before being declared a Grand Prize Winner, the potential Grand Prize Winner must respond to the Notification within the time frame indicated by providing a completed Affidavit of Eligibility/Liability/Publicity Release Form and an IRS Form (the "Required Documents"). Sponsor reserves the right, in its sole discretion, to disqualify and randomly select an alternative potential Grand Prize Winner if: (a) the potential Grand Prize Winner does not respond within the Notification timeframe; (b) the Notification is returned as undeliverable; (c) the potential Grand Prize Winner fails to provide Sponsor with satisfactory proof of age, identity, residency or eligibility or provide the Required Documents; (d) the potential Grand Prize Winner declines acceptance of the Grand Prize; and (e) if in Sponsor's determination, the potential Grand 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. A third Party 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. GRAND PRIZE: One (1) Grand Prize Winner will be able to select their choice of a Polaris® Side-by-Side Vehicle having an approximate retail value ("ARV") of up to \$29,000 (color, options and accessories to be determined at the sole discretion of the Sponsor) (the "Grand Prize"). Grand Prize Winner will be solely responsible for any applicable registration, license, title and insurance fees, all taxes (federal, state, local, sales and/or income) and any expenses not listed herein related to the acceptance and use of the Grand Prize. Grand Prize will have a standard factory warranty. SPONSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY OF CONDITION OF THE VEHICLE AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Grand Prize Winner is required to comply with any and all applicable federal, state and local laws, rules and regulations including, but not limited to licensing and insurance requirements. Any difference between stated MSRP and actual value of the vehicle will not be awarded. Total ARV of the Grand Prize is \$29,000.

Grand Prize Winner will take delivery of the Grand Prize at a Polaris dealer as designated by Sponsor within thirty (30) days of notification that Grand Prize is available. Winner must have or obtain and provide proof of liability insurance prior to the time of delivery of the Prize. All travel-related expenses to the Polaris dealer are the responsibility of the Grand Prize Winner. In the event of noncompliance, the Grand Prize will be forfeited and an alternate potential Grand Prize Winner will be selected from the remaining eligible entries received during the Sweepstakes Period.

**VEHICLE CONDITIONS:** The Grand Prize Winner shall bear all risk of loss or damage to the Vehicle after it has been delivered. The depiction of the Vehicle in any advertising or promotional materials or physical display may not reflect the actual vehicle delivered to the Grand Prize Winner.

**PRIZE RESTRICTIONS:** Limit one (1) prize per person or per household. Grand Prize 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 Grand Prize with a prize of comparable or greater value if advertised Grand Prize should become unavailable. Grand Prize Winner is required to comply with any and all applicable federal, state, provincial and local laws, rules and regulations. The Grand Prize Winner is solely responsible for any taxes on the Grand Prize he/she has received, including but not limited to any and all federal, state and local taxes. No more than the one (1) Grand Prize as set forth in these Official Rules will be awarded.

- **7. PUBLICITY**. By accepting the Grand Prize, where permitted by law, Grand 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 Grand 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 the Grand Prize Winner agree to release and hold harmless Sponsor and Independent Administrator; 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, 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 Grand 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 Grand Prize Winner, send a self-addressed, sufficiently stamped envelope to 2024 Polaris Side-by-Side Sweepstakes Winners List, PO Box 458, Newark, NY 14513. Requests must be received by May 2, 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.