

## **POLARIS SLINGSHOT SLINGSHOT SUPERHERO CONTEST OFFICIAL RULES**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION IS OPEN TO THOSE WHO ENTER DURING THE PROMOTIONAL PERIOD (AS DEFINED BELOW) WHO ARE LEGAL RESIDENTS OF THE 50 UNITED STATES (EXCLUDING HAWAII AND ALASKA) AND CANADA, ARE AT LEAST 18 YEARS OLD AT THE TIME OF ENTRY. PROMOTION IS SUBJECT TO APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED BY LAW.

**ELIGIBILITY:** The Polaris Slingshot Superhero contest (“Promotion”) is open only to those who enter the Promotion during the Promotional Period. Employees of Polaris Industries Inc., and any other contributing partner/sponsor companies, or any of their subsidiaries and affiliates, as well as the immediate family and household members of each such employee are not eligible. For the purpose of this Promotion, “immediate family members” are defined as spouse, mother, father, in-laws, grandmother, grandfather, brother, sister, children, and grandchildren. Primary Sponsor reserves the right to verify eligibility qualifications of any winner. Winners in the states of New York and Massachusetts will need a valid motorcycle license at the time the prize is awarded.

**SUBMISSIONS:** Entrants should post to Instagram, Facebook or Twitter using the hashtag #SlingshotSuperhero or enter via <https://slingshot.polaris.com/en-us/nominate-a-superhero>. The post must highlight the “superhero” they are submitting for the contest. Photos and/or videos are not required, but encouraged.

**TIMING:** This Promotion will run from April 16, 2020 (9:00 a.m. CST) through June 11, 2020 (11:59 p.m. CST) (the “Promotional Period”). Primary Sponsor’s clock is the official timekeeping device for this Promotion. The Promotional Period is subject to change at Primary Sponsor’s discretion if for any unforeseen reason the Promotion cannot be conducted as planned.

**HOW TO ENTER:** Enter via social media posts using the hashtag #SlingshotSuperhero or via <https://slingshot.polaris.com/en-us/nominate-a-superhero/>.

These entry instructions will be communicated through social media and email blasts by participating sponsors. Participation in this Promotion constitutes entrant’s full and unconditional agreement to these Official Rules and Primary Sponsor’s decisions, which are final and binding in all matters related to this Promotion.

**IMPROPER CONDUCT:** Primary Sponsor, in its sole discretion, may disqualify any entrant from participation in this Promotion if entrant engages in any conduct Primary Sponsor deems to be improper, unfair, acting in an unsportsmanlike or disruptive manner, or acting with intent to annoy, abuse, threaten or harass any other person or otherwise adverse to the operation of the Promotion.

**AWARD DETAILS:** All eligible entries received during the Promotional Period will be reviewed by Primary Sponsor to determine, in its sole discretion, four (4) winners throughout the program. Winners will be selected by a committee of 5 Polaris employees (the “Selection Committee”)

based on stories that resonate with Polaris's core values of integrity, innovation, and leadership and represent a variety of causes for example, sewing masks for first responders, delivering food to the elderly, providing child care to essential workers. Award of prizes and confirmation of winners is contingent upon potential winners' qualification and compliance with these Complete Official Rules. Primary Sponsor reserves the right, in its sole discretion, to disqualify and select an alternative potential prize winners if: (a) a potential winner is unreachable within 3 days from the time of the drawing; (b) a winner fails to provide Primary Sponsor with satisfactory proof of age, identity, residency or eligibility; (c) winner declines acceptance of the prize; (d) if in Primary Sponsor's determination, a winner has not complied with these Official Rules. Entrants agree to be bound by these Official Rules and the decisions of the Primary Sponsor. Determination will be conducted by Primary Sponsor, whose decisions will be final and binding in all matters relating to this Promotion. Neither Primary Sponsor, nor any of its subsidiaries or affiliates, or their respective directors, officers, employees, shareholders, agents, successors or assigns (collectively, the "Sponsor Parties") will be responsible or liable for, any incorrect or inaccurate, late, misdirected, damaged, incomplete, illegible entry information, errors or failures of any kind, unauthorized human intervention, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, or other errors of any kind, whether human, which may occur in the processing of the entries. Proof of submission of the entry form (such as a picture of the completed entry form on a cell phone) does not constitute proof of receipt to serve as an eligible entry for this Promotion. If, for any reason, this Promotion is not capable of running as planned, an event occurs that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Promotion, or this Promotion is not capable of being conducted as described in these Official Rules, Primary Sponsor will have the right, at its sole discretion, to cancel, terminate, modify or suspend this Promotion. Primary Sponsor reserves the right to prosecute any fraudulent entries to the fullest extent of the law. The potential winners will be contacted by phone, mailing address or by email. The Sponsor Parties are not responsible if a potential winner does not receive the winner notification forms or corresponding prize because a fraudulent email address or if other inaccurate contact information was provided on the official entry form, or if the email sent to a potential prize winner is misdirected or bounces back or is intercepted by SPAM or other email filters.

**PRIZES:**

**(4) Prizes that includes all of the items in the below package:**

**PACKAGE**

**(1) Three (3) month rental of a 2020 Polaris Slingshot SL or R      Total Estimated Value: \$13,500**

SPONSORS MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO THE QUALITY OF CONDITION OF THE PRIZES AND EXPRESSLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**PRIZE INFORMATION:** All taxes on prizes and other expenses related to accepting and/or using a prize are the sole responsibility of the winners. Winners will be required to complete an IRS Form W9. Prizes may take up to eight (8) weeks or more for delivery. Potential Prize Winners will be required to execute and return an Affidavit of Eligibility, Publicity Release and Liability Waiver (except where prohibited) within five (5) days after the date notice or attempted notice is

sent. Failure to return timely any documents requested, prize notification returned as undeliverable, or non-compliance with these Official Rules will result in a potential Prize Winner being disqualified and an alternate being selected. Upon disqualification, no compensation will be given. If a potential prize winner is a minor under the law of his other jurisdiction of residence at the time of entry, his or her respective parent or guardian may be required to execute the Affidavit of Eligibility, Publicity Release and Liability Waiver to accept the prize on behalf of the Prize Winner. Prizes must be accepted as awarded. Prizes pictured in promotional materials connected with this Promotion are for illustrative purposes only. Actual prizes may vary in appearance from the prizes pictured. In the event there is a discrepancy or inconsistency between statements contained in any Promotion-related materials, and terms and conditions stated in these Official Rules, these Official Rules will prevail, govern and control, and the discrepancy will be resolved in Primary Sponsor's sole and absolute discretion. PRIZES ARE NON-TRANSFERABLE, NON-ASSIGNABLE, NOT REDEEMABLE FOR CASH, IN WHOLE OR IN PART AND WILL BE AWARDED "AS IS" WITHOUT ANY WARRANTIES, GUARANTEES OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Primary Sponsor, in its sole discretion, may substitute a prize of equal value or greater approximate value and comparable use for any reason.

**PUBLICITY:** By accepting a prize, where permitted by law, each winner grants to Primary Sponsor, and those acting pursuant to the authority of Primary 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 winner name, portrait, picture, voice, likeness (as is or as may be edited, altered, or cropped), information, and biographical information (collectively "Name and Likeness") as news or information and for advertising, trade, and promotional purposes without additional compensation or review. Except as required by law or permitted pursuant to these Official Rules, the Primary Sponsor will not share an entrant's personal information with any third parties other than the Sponsor Parties.

**CONDITIONS OF ENTRY:** Incomplete entries are void. Entries not complying these Official Rules are subject to disqualification. All entries become the property of Primary Sponsor upon submission. By entering, entrants acknowledge compliance with these Official Rules, including all eligibility requirements. All entrants, as a condition of entry into this Promotion, agree to release the Sponsor Parties, from any and all claims or actions of any kind whatsoever for injuries, losses, expenses or other damages, whether actual, incidental or consequential, arising out of or relating to entrant's participation in this Promotion, or the receipt, use or misuse of the prizes. The Sponsor Parties are not responsible for printing, human or other inadvertent errors in these Official Rules, in Promotion materials or otherwise in the incorrect announcement of potential winners, offer or administration of this Promotion.

**RELEASE OF LIABILITY AND AGREEMENT TO HOLD HARMLESS.** All entrants, and the Prize Winners agree to release and hold harmless Primary Sponsor, the Sponsor Parties and all others associated with the development and execution of this Promotion (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 attorneys' fees), existing now or in the future, of any kind and in any way to persons or property, in whole or in part, directly or indirectly arising from or related to: (i) entrant's participation in the Promotion and his or her acceptance, possession, use or misuse of any prize or any portion thereof, (ii) the use of entrant's Name and Likeness; (iii) technical failures of any kind, including, but not limited, to the malfunctioning of any computer, cable, network, hardware or software; (iv) the unavailability or inaccessibility of any transmissions

or telephone or Internet service; (v) unauthorized human intervention in any part of the entry process or the Promotion; or (vi) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

Without limitation, the Primary Sponsor and the other sponsors will not be liable for any failure of the entry submission site during the Promotion; 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 Primary Sponsor or the other sponsors 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 Primary Sponsor and the other sponsors 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 Promotion.

Only the stated number of prizes set forth in these Official Rules will be awarded. If, for any reason, the Promotion 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 Primary Sponsor that, in the sole opinion and discretion of Primary Sponsor, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Primary Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Promotion. Any attempt to deliberately damage any Web site or to undermine the legitimate operation of this Promotion is a violation of criminal and civil laws, and should such an attempt be made, the Primary Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

**USE OF DATA; PRIVACY POLICY:** By entering this Promotion, each entrant expressly consents to the storing, sharing, and use of the personal information submitted with his/her entry by Primary Sponsor and its agents and/or representatives, and may be used for advertising, trade, and marketing purposes both by Primary Sponsor and authorized third parties. All entry information submitted to Primary Sponsor as part of this Promotion will be treated in accordance with Primary Sponsor's privacy policy, available at: <https://www.polaris.com/en-us/privacy/>. Primary Sponsor or its authorized third parties may send you information about Primary Sponsor or Primary Sponsor's products unless you opt-out of receiving any of these materials. Primary Sponsor will provide you with an opportunity to opt-out of receiving this information at any time after you first receive such information from Primary Sponsor.

**DISPUTES:** This Promotion is subject solely to the applicable federal, state, and local laws of the United States; provided, however, that, except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of, related to, or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state courts located in Minnesota (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (i.e., costs associated with entering this Promotion), including costs associated with entering this Promotion but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, special, exemplary or consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Primary Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State

of Minnesota without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

**OFFICIAL RULES:** These Official Rules will be posted at any events promoting this Promotion and available on <https://slingshot.polaris.com/en-us/nominate-a-superhero>.

**WINNERS' LIST:** For the name of the prize winners, send your request by September 1, 2020 to: Polaris Industries, 2100 Hwy 55, Medina, MN 55340, ATTENTION: Slingshot Marketing Dept. Limit one request per person or per household.

**PRIMARY SPONSOR:** Polaris Industries Inc., 2100 Highway 55, Medina, MN 55340