

2020 POLARIS® ATV GIVEAWAY COMPLETE OFFICIAL RULES

1. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY FORMS AVAILABLE AT MANY PARTICIPATING POLARIS® EVENTS BETWEEN August 11, 2020 AND December 31, 2020. Open only to legal residents of the **United States, District of Columbia and Canada** who, at the time of entry, are 18 years of age or older and who have reached the age of majority in their state or province of residence. Void outside the U.S. and Canada or where prohibited or restricted by law. This sweepstakes ("Sweepstakes") is subject to all applicable federal, state, and local laws and regulations.

2. HOW TO ENTER. There are three (3) ways to enter; 1) Complete the entry form by using the iPad at the Polaris Booth at a participating POLARIS® event; 2) Complete a paper entry and deposit it into the ballot box at the Polaris Booth at a participating POLARIS® event; or 3) Text the keyword SPORTSMAN to 86677 to receive a text response message with a link to the online giveaway entry form found at <http://atv.clk2enter.com>. Entrants must complete the entry form with all information requested of them (full name; complete address, daytime phone number, including area code; birth date; and e-mail address). Entrant must agree to the Official Rules to count as an official online entry. Limit of one entry per person or email address. All entries must be received and recorded between 12:01 a.m. Central Time (CT) on August 11, 2020 and 11:59 p.m. (CT) December 31, 2020. (the "Promotion Period") to be eligible. Multiple entries per person or email address are prohibited and will void all entries by that entrant. Once submitted, entries become the property of Polaris Industries Inc. (the "Sponsor") and will not be returned.

Text entry requires 2-way text message capable phone and digital service. For each text you send, you will receive 1 text reply back giving the URL to enter. Notice: Your mobile provider may charge you for each text sent and/or received – please check with your service provider. **WARNING: MESSAGE AND DATA CHARGES MAY APPLY.** For help send HELP to 86677. Send STOP to cancel. The Administrator responsible for the text portion of the giveaway will follow the Privacy Policy of the Sponsor. Sponsor's Privacy Policy is available at <http://www.polaris.com/en-us/company/privacy>.

Sponsor is not responsible for lost, misdirected, late, unsent, incomplete, illegible or unintelligible entries or for inaccurate entry information, 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 in the transmittal of any entry or the processing of any function on the participant's computer system. Participant 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 submission 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 someone else for them.

3. ELIGIBILITY. Persons in any of the following categories are **not** eligible to participate or win a prize: (a) persons who, since August 1, 2020 were or are employees, officers, directors or agents of Polaris Industries, Inc. or Innovative Processing, Inc.; 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.

Any Sweepstakes entries received from an ineligible participant will be disqualified. Sponsor reserves the right to modify the rules of the Sweepstakes in any way at any time, subject to state or federal law.

4. **DRAWING:** Sweepstakes participants will enter for a chance to win **1 (one) Grand Prize. Grand Prize will be a Polaris® 2021 570 EPS Trail Edition. (US ARV \$8,999) (Canada \$10,999)** The chances of winning depend on the total number of entries received.

Potential winners will be selected in a random drawing from all eligible entries received. Winners will be drawn on or about January 20, 2021 at 20012 21st Ave. E., Clearwater, MN at 2:00-p.m. Central Time. Award of prizes and confirmation of winners is contingent upon potential winner's qualification and compliance with these Complete Official Rules. Potential winners are notified by email and telephone. Before being declared a winner, a potential winner who is a legal resident of Canada will be required correctly answer, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question posed by mail or telephone. Sponsor reserves the right, in its sole discretion, to disqualify and randomly select an alternative potential Prize winner if: (a) a potential winner does not respond within three (3) days of being notified; (b) a prize notification is returned as undeliverable or is not responded to; (c) a potential winner fails to provide Sponsor with satisfactory proof of age, identity, residency or eligibility; (d) potential winner declines acceptance of the prize; (e) if in Sponsor's determination, a potential winner has not complied with these Complete Official Rules or (f) if potential winner is from Canada and does not answer the required skill question correctly and within the time allotted.

Potential Prize winners will be required to sign and return an Affidavit of Eligibility, Publicity Release and Liability Waiver, an IRS Form W9 and any other paperwork required within five (5) days of receipt of the affidavit or an alternate winner will be drawn.

The random drawing will be conducted by Innovative Processing, Inc., an independent agency whose decisions are final and binding in all matters pertaining to this drawing. By participating in this Sweepstakes, participants accept and agree to be bound by these Complete Official Rules and the decisions of Sponsor, which shall be final on all matters.

5. **PRIZES:** Total approximate retail value of this Sweepstakes is (USA \$8,999; Canada \$10,999). The Prize will come with 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. Prize will be distributed to the confirmed winner in approximately 10-12 weeks from the day of ordering confirmation.

6. **GENERAL CONDITIONS.** Winners will take delivery of the Prize at a Polaris dealer as designated by Sponsor within thirty (30) days of notification that 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 Winner. In the event of noncompliance, the Prize will be forfeited and an alternate winner will be selected. Limit of one (1) prize per person or per household address.

Prize is non-transferable and no substitution or cash equivalent is allowed except in Sponsor's sole discretion. Winners are solely responsible for all applicable federal, state or provincial, and local taxes, and any expenses associated with any prizes. Sponsor reserves the right to substitute prize of the same or greater approximate retail value. Prize consists only of items specifically listed as part of the prize. Sponsor will issue an IRS Form 1099-MISC to winner. Approximate retail value is as of the time the rules were printed, and the value of the prize may fluctuate. A winner is not entitled to any difference between the approximate retail value and the actual value of the prize at the time the prize is awarded.

7. **PUBLICITY.** By accepting a Prize, where permitted by law, each 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 winner 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 Prize winner agree to release and hold harmless Sponsor and Innovative Processing, 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 Sweepstakes judges, 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 Sweepstakes judges 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 Sweepstakes judges, 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.

Only the stated number of prizes set forth in these Complete Official Rules will be awarded. 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 draw winners from all eligible entries received, pursuant to Rule #3, as of the date of termination. Any attempt to deliberately damage any Web site or to undermine the legitimate operation of this Sweepstakes is a violation of criminal and civil laws, and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

9. DISPUTES. THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, each participant 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 Minnesota, 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 participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

10. USE OF DATA. 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, only for the purpose of administering the Sweepstakes and in accordance with Sponsor's Privacy Policy, unless entrant otherwise agrees. 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 <http://www.polaris.com/en-us/privacy/>

11. QUEBEC RESIDENTS: For residents of Quebec, any litigation concerning the conduct or administration of this publicity contest may be submitted to the Regie des alcools, des courses et des jeux for a ruling. Any

litigation concerning the awarding of a prize may be submitted to the Regie only for the purpose of helping the parties reach a settlement

12. WINNERS LIST AND OFFICIAL RULES. For the name of the prize winner, send a self-addressed, sufficiently stamped envelope to 2020 Polaris ATV Giveaway Winners List, PO Box 240, Clear Lake, MN 55319. Requests must be received by February 27, 2021. Limit one request per person or per household. For a copy of the Official Rules, send a self-addressed, sufficiently stamped envelope to 2020 Polaris ATV Giveaway Official Rules, PO Box 240, Clear Lake, MN 55319.

13. SPONSOR CONTACT. Polaris Industries Inc., 2100 Highway 55, Medina, MN 55340.
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Never Ride under the influence of drugs or alcohol.