

**DPG Power Box Giveaway
Official Rules**

VOID WHERE PROHIBITED OR RESTRICTED BY LAW

**NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.
PURCHASE OR PAYMENT DOES NOT IMPROVE YOUR CHANCE OF WINNING.**

IMPORTANT NOTICE: By submitting your entry in this Promotion:

- You agree to these Official Rules and Diesel Power Gear's Privacy Policy located at <https://dpgpowerbox.com/privacy-policy/> and Terms of Use located at <https://dieselpowergear.com/pages/terms-of-use>.
 - You give permission for Diesel Power Gear and SweepstakesPros, the Promotion Administrator, to transfer the personal data you have entered for the purpose of this Promotion to a server under Diesel Power Gear's control in the United States, as described below in the Official Rules, subject to all applicable data protection and data security laws. You have the right to access, erase, and correct your personal data submitted for this Promotion at any time by sending an email request to help@dieselsellerz.com with "Diesel Power Gear Power Box Giveaway" as the email subject.
 - Please note that if you're in the European Economic Area ("EEA"), including the European Union ("EU"), personal data collected on this site will be transferred to and processed in the US or elsewhere. It's completely voluntary to provide us with your personal data, but if you choose not to, we won't be able to enter you into this Promotion, send you our newsletter, or fulfill a purchase.
1. **Eligibility:** The Power Box Giveaway ("Promotion") is open only to legal residents of the 50 United States and the District of Columbia, Canada (excluding Quebec), Germany, Ireland, and the United Kingdom (the "Territory") who have reached the legal age of majority in their jurisdiction of residence and located in the Territory at the time of entry. Where lawful, full English language capabilities are required to enter. Diesel Power Gear ("Sponsor"), SweepstakesPros ("Promotion Administrator") and their respective parents, subsidiaries and affiliated companies, retailers, sales representatives, dealers, distributors, licensees and the advertising, fulfillment, judging and promotion agencies involved in the development and administration of this Promotion and each of their respective officers, directors, employees and agents (collectively, "Promotion Parties"), and their immediate family members and persons living in the same households of each (whether related or not) are not eligible. Void where prohibited or restricted by law (however, this sentence does not apply to Entrants residing in Germany).
 2. **Promotion Period:** Promotion begins at 12:00:00 p.m. Mountain Time, United States (UCT -6:00) ("MT") on August 7, 2022 and ends at 11:59:59 p.m. MT on August 21, 2022 (the "Promotion Period"). You may convert these times to your local time by visiting <http://www.worldtimebuddy.com/>.
 3. **How to Enter:**
 - a. **Purchase Entry:** During the Promotion Period, go to www.DieselPowerGear.com (the "Website") and purchase a "Power Box" for \$39.99 USD to receive one (1) entry into the random drawing for a Grand and First Prize (identified in Rule 5) (a "Purchase Entry"). You will also find inside of the Power Box you receive a scratch off game card ("Game Card") for a potential Instant Win Prize (the Third and Fourth Prizes identified in Rule 5.) To see if you have won an Instant Win Prize:
 - i. Locate the scratch off Game Card in the Power Box you receive.
 - ii. Gently scratch-off the latex area to reveal if you are a potential winner a prize, subject to confirmation and verification by the Promotion Administrator and compliance with the Official Rules. If your Game Card indicates that you are a potential winner, it will also contain a unique "Prize Redemption Code". You are not a winner until your prize claim is validated and you receive official written notification from the Promotion Administrator or Sponsor. Only official Game Cards from the Power Box Giveaway obtained in accordance with these Official Rules are valid. Game Cards may not be sold, traded, bartered, auctioned, given away or obtained through any source other than as described above. LIMIT ONE (1) GAME CARD PER POWER BOX.
 - iii. **HOW TO CLAIM AN INSTANT WIN (THIRD OR FOURTH) PRIZE:** If your Game Card indicates that you are a potential winner of an Instant Win Prize, visit <https://dpgpowerbox.com/redeem>

and locate the official prize redemption form (the "Redemption Form"). Follow the on-screen directions, enter your Prize Redemption Code, complete all required fields and submit to claim your prize. **You must complete and submit the Redemption Form on or before 11:59:59 p.m. MT on September 18, 2022 to claim your Instant Win Prize.**

Entrants must complete all required information. Purchase transactions involving account adjustment transactions/returns, declined credit or debit transactions are not eligible for Purchase Entries.

- b. **Free Entry: To participate without making a purchase**, during the Promotion Period, go to the free official entry form located at <https://dpgpowerbox.com/powerbox-contest-free-entry/>. Follow the on-screen directions, complete all required fields, and submit to enter to receive one (1) entry into the drawing for the Grand Prize and First Prize (identified in Rule 5) a "Free Entry". You will automatically be provided the opportunity to win an Instant Win Prize (the Third and Fourth Prize identified in Rule 5). If you are the potential winner of an Instant Win Prize you will be notified at the end of the Promotion Period by telephone, email, regular mail or overnight mail, subject to validation, as provided in Rule 9. Entrants must complete all required information.

Purchase Entries and Free Entries are collectively "Entries" in this Promotion. **LIMIT FIFTEEN (15) ENTRIES PER PERSON/EMAIL ADDRESS REGARDLESS OF METHOD OF ENTRY.** All Entries and submissions become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. Entries or prize claims which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules will be void and will not be eligible to win a prize. Entries or prize claims made by any other manner not specifically allowed under these Official Rules will not be eligible to win a prize. In the event of a dispute regarding the identity of the person submitting an entry or prize claim, the entry or prize claim will be declared made by the person in whose name entry was made.

4. **Winner Determination:**

- a. Grand and First Prize Drawing: On or about August 25, 2022, in Saratoga, California, the Promotion Administrator will conduct a random drawing from among all eligible Entries received during the entire Promotion Period to award the Grand Prize and First Prize.
- b. Third and Fourth Prizes (Instant Win Prizes): Prior to the commencement of the Giveaway, On or about July 25, 2022, in Saratoga, California, USA, the Promotion Administrator randomly seeded all Instant Win Prizes among potential claimants.

5. **Prizes and Approximate Retail Values ("ARV"):**

- a. One (1) Grand Prize:
- i. **For US residents**, the Grand Prize is a used 2019 Ford Raptor (ARV of \$75,000 USD) and a one-way trip for the winner to Salt Lake City, Utah to pick up the prize and meet the Diesel Power Crew (ARV: up to \$1,000 USD). Total ARV of prize: \$76,000 USD.
- Or**
- ii. **For all non-US residents**, the Grand Prize is \$50,000 USD.
- b. One (1) First Prize:
- i. **For US residents**, the First Prize is a used 2021 Polaris Ranger. Total ARV of prize: \$35,864 USD.
- Or**
- ii. **For all non-US residents**, the First Prize is \$20,000 USD.
- c. Three hundred twenty (320) Third Prizes: A Traxxsis Hoss (ARV \$347 USD).
- d. Four Hundred Twenty (420) Fourth Prizes: A KidTrax Powerwheels (\$180 USD).

Maximum ARV of all prizes in this Promotion is \$298,504 USD. Cash prizes will be awarded in the form of a check or paid via PayPal in USD. All prize amounts are listed in United States Dollars but may be awarded in the local currency of the winners (at the exchange rate applicable at the time of the allocation of the prize). Actual ARVs may vary based on exchange rates at the time a prize is fulfilled. A winner is not entitled to any difference between the ARV and the actual value of a prize at the time the prize is awarded. The form of payment and the type of currency awarded for each prize shall be at the sole discretion of the Sponsor or

where required by law. No substitution, cash redemption or transfer of prize is permitted except at Sponsor's sole discretion. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to: a) substitute a prize of equal or greater value in case of unavailability of a prize or force majeure prevents the prize from being made available, or b) substitute a prize for the cash value of the prize in US dollars, paid in the form of a check or via PayPal. Prizes will not be redeemed or exchanged for cash, except where required by law. No more than the stated number of prizes will be awarded. If, for any reason, the number of prize notifications exceeds the stated number of prizes, the remaining prize(s) will be awarded in a random drawing from among all legitimate prize claimants. Unless prohibited by law, all federal, state, provincial and local taxes on the prizes, possible foreign exchange costs, PayPal transaction fees and all other costs associated with acceptance or use of the prizes are the sole responsibility of the winner. **Sponsor takes no responsibility for any damages or loss of the prize caused during delivery if such loss or damage does not result from Sponsor's intentional misconduct or gross negligence.** Arrangements for delivery of prizes will be performed after winner validation. LIMIT ONE (1) GRAND OR FIRST PRIZE PER PERSON/EMAIL ADDRESS/HOUSEHOLD.

6. **Additional Terms for Winners of Vehicles:** Sponsor will determine all features of the vehicle prizes including, but not limited to, color of exterior and interior and options. If required by law, winner of a vehicle must be a licensed driver and will be required to provide proof of insurance at time of delivery; failure to do so may result in disqualification. Winners of a vehicle are responsible for required license, registration, and auto insurance. Winner of a vehicle prize agrees that Sponsor, and any of the Promotion Parties, have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the vehicle, including but not limited to its quality, mechanical condition or fitness. **The First Prize consists solely of vehicle itself for a US winner; US winner of First Prize is responsible for all other costs associated with obtaining the vehicle. In the event the potential US winner is unable to accept vehicle prize as provided in these Official Rules, Sponsor reserves the right to disqualify potential winner and select an alternate winner.**
7. **Additional Terms for Grand Prize Vehicle Winner:** If the winner of the Grand Prize is a US resident:
 - a. **Winner of the Grand Prize vehicle must pick up the Grand Prize vehicle from a location in Utah, USA, designated by Sponsor.**
 - b. Winner of the Grand Prize vehicle must arrange with Sponsor and pick up the vehicle and complete the trip portion of prize by December 31, 2022 or prize will be forfeited. Arrangements and bookings for trip portion of prize must be made with Sponsor at least thirty (30) days prior to departure. Trip is subject to space availability and blackout dates. All travel arrangements/accommodations at Sponsor's sole discretion. If, in the sole judgment of the Sponsor, air travel is not required due to winner's proximity to prize location, ground transportation may be substituted for round-trip air travel, but no additional compensation will be offered. All travel expenses not specifically listed, including but not limited to, transportation between winner's home and major closest airport (as determined by Sponsor), ground transportation, meals, incidentals, gratuities, airline fees, fuel, surcharges (including NAV surcharges), airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses, are winner's responsibility and must be paid by winner with a credit card at the time of booking, where applicable. Sponsor is not liable for delays, cancellation or unforeseen events related to the flights or trip. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Winner is responsible for procuring adequate documentation for international travel, if required, or personal travel insurance prior to departure, if desired.
8. **Odds of Winning:** Odds of winning the Grand and First Prizes depend on the number of eligible Entries received. Odds of winning the Third Prize are estimated at 1:469. Odds of winning the Fourth Prize are estimated at 1:357.
9. **Conditions:** All potential winners, will be notified by telephone, email, regular mail or overnight mail, and where lawful, may be required to complete, sign and return an affidavit or declaration of eligibility, a liability release, tax forms and where lawful, a publicity release (collectively, the "Prize Claim Documents") within a reasonable amount of time stated by the Sponsor or Promotion Administration upon notification to the potential winner. All information and required documentation must be completed and submitted to the Sponsor within a reasonable amount of time stated by the Sponsor upon notification to the potential winner. If Prize Claim Documents are not received by the date stated on the notification, or if any notification is returned as non-deliverable, or if a potential winner is found to be ineligible or not in compliance with these Official Rules, or does not return such other releases as deemed necessary by Promotion Administrator, the potential winner will be disqualified and

at Promotion Administrator's discretion, an alternative potential winner may be selected. Promotion Parties are not responsible for any change of email address, mailing address and/or telephone number of entrants. Promotion Parties assume no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged or incomplete Entries or other communications, non-delivered or postage due mail, failure or unavailability of electronic equipment, communications or internet connections, or other errors, failures or malfunctions of any kind, including but not limited to human errors. Entries by automatic, programmed or like methods will be disqualified. Improper, incomplete, mutilated and illegible Entries will be disqualified. Prizes will be awarded only to an address within the Territory. This Promotion is subject to all applicable federal, state, provincial and local laws and regulations. By participating, entrants agree to be bound by these Official Rules and the decisions of the Promotion Administrator, which shall be final in all matters relating to the Promotion. If, in Promotion Administrator's sole opinion, the Promotion is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, the Promotion Administrator reserves the right to cancel or suspend the Promotion, at the Promotion Administrator's sole discretion. Promotion Administrator reserves the right to disqualify any individual who tampers with the entry process or the Website or acts in a disruptive or unfair manner.

Applies to Entrants residing in Canada only - SKILL TESTING QUESTION REQUIRED: In order to receive a prize, Entrants who are located in Canada must first correctly answer a mathematical skill-testing question, without mechanical or other aid. Without limiting the generality of the foregoing, the Sponsor reserves the right at any time to administer an alternate or additional test of skill as it deems appropriate based on the circumstances, to address discrimination or disability issues and/or to comply with applicable law.

10. **Choice of Law, Jurisdiction and Notice:** This Promotion is offered only in the Territory and is governed by the laws of the State of California, U.S.A. All issues and questions concerning the construction, validity, interpretation and enforceability of the Promotion, Official Rules, or the rights and obligations of entrants and Sponsor arising from or in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, U.S.A., without giving effect to the conflict of laws rules thereof. By entering, entrants irrevocably consent to the sole and exclusive jurisdiction of the courts of the State of California located in the county of Santa Clara for any action, suit or proceeding arising out of or relating to this Promotion. The above choice of law and jurisdiction is subject to compulsory laws in a participant's country of residence which may give the participant the right to file claims before the courts of that country and may provide that some laws of that country are also applicable to this Promotion. These Official Rules are protected by U.S. and International copyright laws. Reproduction and distribution of these Official Rules without written permission from the Promotion Administrator is prohibited. Copr. 2022 Promotion Administrator.
11. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <https://dpgpowerbox.com/privacy-policy/>. By entering this Promotion, you agree to the use of your personal information as described in the above Privacy Policy. Entrants have the right to information about the personal data stored in connection with this Promotion, including its origin, recipient or categories of recipients of the data and the purpose of the storage. Entrants also have the right to access, erase and correct their personal information. With regard to accessing, erasing and/or correcting personal information to be used in connection with the Promotion, Entrants may request such action by sending an email message to help@dieselsellerz.com with "Diesel Power Gear Power Box Giveaway" as the email subject. The personal information submitted, received or collected in connection with the Promotion shall be stored on a server within the United States of America. Entry into the Promotion constitutes your acknowledgement of, and explicit consent to, the export of your personal information to the United States of America and its use there for the purposes of administering this Promotion and the associated processing. Sponsor is the data controller and data recipient. The servers on which personal data are stored are controlled by the Sponsor.
12. **Releases:** Nothing in these Official Rules limits, excludes, modifies or purports to limit, exclude or modify any statutory consumer guarantees or any implied condition or warranty the exclusion of which from these terms and conditions would contravene any statute or cause any part of these terms and conditions to be void ("Non-Excludable Guarantees"). The limitations in this clause are subject to the Non-Excludable Guarantees. As a condition of entering, entrants agree (and agree to confirm in writing) to the maximum extent permitted by law: (a) to release, discharge and hold harmless Promotion Parties their respective affiliates, subsidiaries, retailers, sales representatives, distributors, dealers, advertising and promotion agencies and the officers, directors, employees and agents of each of the foregoing, from and against any and all liability, loss, injuries or damages associated with participation in this Promotion or incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, or the use of any Entry (b) that under no circumstances will an entrant be

permitted to obtain awards for, and the entrant hereby waives all rights to claim (to the extent allowed by applicable law), punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Except where prohibited, by accepting prize, winner grants permission for Sponsor and its agents to use his/her name for advertising and/or publicity purposes in connection with the Promotion in any and all media now known or hereinafter invented without territorial or time limitations and without additional compensation.

TO THE EXTENT PERMISSIBLE BY LAW, IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ACCESS TO AND USE OF THE WEBSITE AND/OR THE SERVICE REQUEST FORM, WITHOUT LIMITING THE FOREGOING BUT SUBJECT TO ANY NON-EXCLUDABLE GUARANTEES, THIS PROMOTION AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. ENTRANTS SHOULD CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

Applies to Entrants residing in Germany only: Sponsor will be liable for any slight culpable breach of essential contractual obligations. Essential contractual obligations are contractual obligations that need to be fulfilled to permit proper execution of these Official Rules and that may regularly be relied upon by the Entrant. Sponsor's liability will otherwise be limited to gross negligence and willful misconduct. In the event of any liability on the part of Sponsor due to a slightly negligent breach of essential contractual obligations or slightly negligent misconduct on the part of simple vicarious agents, such as the Sponsor, its subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents), Sponsor's liability will be limited to typically foreseeable damages. The above limitations of liability will not affect any mandatory statutory liability, in particular Sponsor's liability in connection with the loss of life, bodily injury or illness.

Applies to Entrants residing in the United Kingdom only: NOTWITHSTANDING THIS, NOTHING IN THESE OFFICIAL RULES SHALL BE CONSTRUED TO LIMIT OR EXCLUDE ANY LIABILITY OF THE SPONSOR AND THE OFFER ENTITIES FOR FRAUD, DEATH OR PERSONAL INJURY CAUSED BY THE SPONSOR'S NEGLIGENCE OR ENTRANTS' NEGLIGENCE. No term of these Terms and Conditions shall be enforceable by any person who is not a party to them under the Contracts (Rights of Third Parties) Act 1999 or otherwise, unless such party is a Promotion Party.

13. **Severability & Conflicts:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion-related materials and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
14. **Winners' List:** Within thirty (30) working days following the expiration of the Promotion Period, the names and data of the Winners shall be published at <http://certified.promotrust.com/DieselPowerGear/PowerBoxGiveaway/winners>.
15. **Third Party Rights:** All trademarks used herein are the property of their respective owners. Manufacturers of the prizes offered in this Promotion do not sponsor or endorse this Promotion and are not affiliated with the Sponsor or Promotion Administrator in any way.
16. **Sponsor:** Diesel Power Gear, LLC, 1955 S 1800 W, Woods Cross, UT. 84047, USA.
17. **Promotion Administrator:** The Promotion is administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070 USA.