

**Silverback Giveaway
Official Rules**

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

1. **Eligibility:** The Silverback Giveaway (the "Promotion") is open only to legal residents of the 50 United States and the District of Columbia, Canada (excluding Quebec) and Mexico (the "Territory") who are 18 years of age or older and located in the Territory at the time of entry. Diesel Power Gear LLC ("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, representatives 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 to participate. The Promotion is subject to all applicable federal, state, provincial/territorial, local and municipal laws and is void outside the Territory and where prohibited by law. By participating in this Promotion, entrants (and their parents or legal guardians if entrants are deemed minors in the jurisdictions in which they reside) agree to abide by and be bound by these Official Rules and decisions of the independent Promotion Administrator, which shall be final in all matters relating to the Promotion. If an entrant is a minor, s/he must have the consent of a parent or legal guardian to participate in the Promotion. Sponsor or Promotion Administrator may require proof of consent at any time and in any manner they deem appropriate.
2. **Promotion Period:** The Promotion begins at 12:00 a.m. United States' Mountain Time ("MT") on September 1, 2021 and ends at 11:59 p.m. MT on September 30, 2021 (the "Promotion Period").
3. **How to Enter:**
 - a. **Purchase Entry:** During the Promotion Period, go to the following websites: www.DieselPowerGear.com, www.4x4anything.com, <http://legiontires.com> and www.heavydsparks.com ("Websites") and purchase one or more products, services and/or memberships from any of the Websites during the Promotion Period ("Purchase Entry"). Entrants must complete all required information. RECEIVE ONE (1) ENTRY FOR EVERY \$5 USD SPENT (not including shipping). Purchase transactions involving account adjustment transactions/returns, declined credit or debit transactions are not eligible for Purchase Entries.
 - b. **Diesel Club Points Entry:** During the Promotion Period, visit the Websites and login to your account to view your accumulated Diesel Club Points ("Points"). Follow the instructions to redeem your Points for an entry in this Promotion ("Points Entry"). RECEIVE ONE (1) ENTRY FOR EVERY FIFTY (50) POINTS REDEEMED. Points Entries will be awarded during the Weekly Entry Period corresponding to the date the applicable Points are redeemed for a Points Entry in this Promotion. Accumulation, use and redemption of Points subject to the Diesel Club Terms and Conditions which can be found here: <https://dieselpowergear.com/pages/diesel-club-terms-conditions>.
 - c. **Diesel Power Club Entry:** Diesel Power Club members shall earn entries into the Promotion based on the number of contiguous months they have been a paying member of the Diesel Power Club since May 1, 2021.

Months of Contiguous Membership in the Diesel Power Club since May 1, 2021	"Power Club Entries" Earned
One (1) Month	Twenty-Five (25) Entries
Two (2) Contiguous Months	Fifty (50) Entries
Three (3) Contiguous Months	Seventy-Five (75) Entries
Four (4) Contiguous Months	One Hundred (100) Entries

You may join the Diesel Power Club by visiting <https://dieselpowergear.com/products/diesel-club-subscription-box> and registering as a subscriber. Monthly subscription fee is \$75 which is auto paid each month. Entrants must complete all required information. You must remain a subscriber through the entire Promotion Period in order to earn Power Club Entries.

- d. **Mail-in Entry: To obtain an entry without making a purchase, redeeming Diesel Club Points or joining the Diesel Power Club:** legibly handprint your name, street address, city, state or province, zip or postal code, country, telephone number, complete e-mail address on a standard 4" x 6" postcard (with no outer envelope) and mail to: Silverback Giveaway, P.O. Box 2670, Salt Lake City, UT 84110 USA ("Mail-in Entry"). Mail-in Entry requests must be received by October 7, 2021. All Mail-in Entries must be legibly handwritten (including addressing), mailed separately with no outer envelope and have sufficient postage. Promotion Parties assume no responsibility for lost, late, misdirected, stolen, illegible, inaccurate, damaged, incomplete, non-delivered or postage-due mail; or for failure or unavailability of electronic equipment, communications or Internet connections; or other errors, failures or malfunctions of any kind. **RECEIVE ONE HUNDRED (100) ENTRIES PER MAIL-IN ENTRY REQUEST.**

LIMIT THREE HUNDRED (300) ENTRIES PER PERSON/EMAIL ADDRESS REGARDLESS OF METHOD OF ENTRY. By entering via online or mail-in, you consent to receive email announcements from Sponsor, in accordance with its Privacy Policy, available at, <http://www.dieselpowergear.com/pages/privacy>. You may unsubscribe from these email announcements without affecting your chances of winning this Promotion. All entries become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein. Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules will be void and will not be entered into the Promotion's prize drawing. Entries made by any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the responsible entrant. You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name entry was made.

4. **Bonus Entries:** During the Promotion Period, one or more specific bonus entry dates will be announced on the Websites ("Bonus Entry Periods"). Entrants may earn additional entries as follows:
- a. During each Bonus Entry Period the bonus amount of will also be announced on the Websites. Bonus amounts will be either "2X Entries" or "10X Entries". Purchase Entries received during 2X Entries Bonus Entry Periods will automatically earn two (2) entries in the Promotion for every \$5 USD spent (not including shipping) on the Websites. Purchase Entries received during 10X Entries Bonus Entry Periods will automatically earn ten (10) entries in the Promotion for every \$5 USD spent on the Websites (not including shipping).
 - b. Mail-in Entries will earn three hundred (300) entries in the Promotion if: (1) the postcard is postmarked during any Bonus Entry Period and received by October 7, 2021, and (2) the words "**Bonus Entries**" are handwritten directly below the entrant's email address on the postcard ("Bonus Mail-in Entries").

Bonus Purchase Entries and Bonus Mail-in Entries are earned in lieu of entries received for Purchase Entries and Mail-in Entries.

5. **Finalist Drawing:** On or about October 14, 2021, in San Jose, California, the Promotion Administrator will conduct a random drawing for ten (10) finalists from among all eligible entries received during the entire Promotion Period.
6. **Grand Prize Drawing:** On or about October 21, 2021, in a location in the United States to be determined by the Sponsor, the Sponsor will randomly select one (1) finalist to be the Grand Prize Winner. The process for random selection and the location of the Grand Prize Drawing shall be determined solely by the Sponsor. Further, the final date and location of the Grand Prize Drawing are subject to change at Sponsor's discretion.

7. **Prizes, Approximate Retail Value (“ARV”) & Odds of Winning:** One (1) Grand Prize: 2021 GMC 3500 (ARV of \$89,600 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. Includes one-way air transportation from the major airport nearest winner's residence to Salt Lake City, UT, and hotel accommodations for one night (ARV: up to \$1,000 USD). Total ARV of Grand Prize: \$90,600 USD. No value has been attributed to the Diesel Power Crew personal appearance portion of prize. Actual value of trip portion of the Grand Prize will depend on airfare fluctuations and point of departure. Any difference between stated value and actual value will not be awarded. All prize amounts are listed in United States Dollars.

No substitution, cash redemption or transfer of the prize is permitted except at Sponsor's sole discretion or as provided herein. If the prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute a prize of equal or greater value. All federal, state, provincial and local taxes, and all other costs associated with acceptance or use of the prize, are the sole responsibility of the winner. Sponsor will determine all features of the prize including, but not limited to, color. Winner of prize is responsible for transportation, import and export taxes, and other fees associated with the prize. Prize is awarded “as is” with no warranty or guarantee, either express or implied. Winner of 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 prize, including but not limited to its quality, mechanical condition or fitness. Arrangements for delivery of prize will be made after winner validation. If a prize is won by a minor, it will be awarded in the name of the winner's parent/legal guardian. Odds of winning a prize depend on the number of eligible entries received. Prize will be awarded only to an address within the Territory provided it is claimed properly in accordance with these Official Rules. At the Sponsor's discretion, unclaimed prize may not be awarded.

Winner must complete the trip by December 31, 2021, or prize will be forfeited. Trip must be booked 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. 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.

Sponsor will determine all features of the vehicle including, but not limited to, color of exterior and interior. If required by law, winner of vehicle must be a licensed driver and will be required to provide proof of insurance at time of delivery. Winner of vehicle is responsible for license, registration, and auto insurance. **Winner of vehicle must pick up vehicle from a location in Utah, USA, designated by Sponsor.** Winner of vehicle 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.

8. **Entrant Verification:** In the event of a dispute regarding the identity of the person submitting an entry, the entry will be declared made by the person in whose name entry was made. The Promotion Administrator reserves the right to require proof of identity and/or eligibility (in a form acceptable to the Promotion Administrator – including, without limitation, government issued photo identification) for any reason the Promotion Administrator deems necessary, in its sole discretion, for the purposes of administering this Promotion in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Promotion Administrator within the timeline specified by the Promotion Administrator may result in disqualification by the Promotion Administrator, in its sole discretion.

9. **Disqualification:** Entries which are incomplete, incorrect, incomprehensible, not received, or do not otherwise comply with these Official Rules (as determined by the Promotion Administrator in its sole and absolute discretion) will be void and will not be entered into the Promotion's prize drawing. Entries made by facsimile, overnight courier, automated means, any entry service, or in any other manner not specifically allowed under these Official Rules will not be entered into the Promotion and may result in disqualification of the entries and the responsible entrant(s). Promotion Administrator reserves the right, in its sole and absolute discretion, to disqualify any individual who tampers with or attempts to tamper with the entry process or who acts in a disruptive or unfair manner.
10. **Notification & Validation of Winners:** Potential winners (and/or his/her parent/legal guardian if winner is a minor) will each be contacted by telephone, email, regular mail or overnight mail, and 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 within a stated amount of time. The return of any notification as undeliverable or failure to respond to notices or return any required documents or information in a timely manner or a determination that a potential winner is ineligible or not in compliance with these Official Rules, as determined by the Promotion Administrator, in its sole and absolute discretion, may result in disqualification of the winner and forfeiture of the corresponding prize, and the choosing of an alternate winner. Canadian residents must correctly answer a time-limited, mathematical skill-testing question (without assistance of any kind, mechanical or otherwise) in order to be eligible to win a prize. The Promotion Administrator may, in its sole discretion, provide an alternate skill-testing question or vary the requirements to perform any skill-testing component of the Promotion to accommodate and include the participation of entrants with disabilities.
11. **Limitations:** To the fullest extent permitted by applicable law, Promotion Parties are not responsible for: (i) electronic or digital transmissions, entries or mail that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, misdirected, non-delivered, or not received by Sponsor or Promotion Administrator for any reason; (ii) mail that is received postage-due; (iii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures (including but not limited to failures or malfunctions of phone lines, mail delivery service, telephone systems or other communications systems), destruction of or unauthorized access to, or alteration of, entries, or for printing, distribution or production errors; (iv) failed or unavailable hardware, network, software or telephone transmissions; (v) damage to entrants' or any person's computer; (vi) causes beyond Promotion Parties' reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Promotion; (vii) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Promotion; (viii) any typographical or other error in the printing or advertising related to the Promotion, in the administration or execution of the Promotion, or in the announcement/notification of prize winners; (ix) by any human, or other error, which may occur in this Promotion; or (x) cheating or fraud by any participant.
12. **Modification, Suspension and Termination:** If for any reason this Promotion cannot be executed as planned, including but not limited to infection by virus, bugs, tampering, unauthorized intervention, fraud, technical failures, social media mandate, or any other causes beyond the control of Sponsor or Promotion Administrator that corrupt or affect the security, administration, integrity, fairness or proper conduct of this Promotion, or if this Promotion is compromised or becomes corrupted in any way, electronically or otherwise, Promotion Administrator reserves the right, in its sole discretion, to void suspect entries/entrants and/or modify, suspend and/or terminate this Promotion. If the Promotion is terminated before the stated end date of the Promotion Period, the Promotion Administrator may select the winners in a random drawing from among all applicable eligible, non-suspect entries received as of the time/date of termination.
13. **Releases:** To the maximum extent permitted by law, by participating in this Promotion, entrants (and their parents/legal guardians if entrants are minors) agree (and agree to confirm in writing): (a) that 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; (b) to release, defend, indemnify and hold harmless Promotion Parties and their respective successors and assigns from and against any liability, loss, claim or cause of action, including, but not limited to, injury, death or damages arising out of participation in this Promotion or the acceptance, possession, use or misuse of any prize

received in this Promotion or the use of any photo, video or entry; and (c) to waive all rights to claim punitive, indirect, incidental and consequential damages, attorneys' fees, court costs, or any damages other than actual out-of-pocket costs incurred to enter, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO APPLICABLE PORTIONS OF THE ABOVE MAY NOT APPLY TO YOU.

14. **Publicity:** Except where prohibited, participation in the Promotion constitutes each entrant's (and his/her parent's/legal guardian's if entrant is a minor) permission for the Sponsor and its agencies to use entrants' names, photographs, videos, voices and/or any other likenesses for purposes of advertising and publicity in all media now known or hereinafter invented without territorial or time limitations and without compensation or notice.
15. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <http://www.dieselpowergear.com/pages/privacy>. By entering this Promotion, each entrant (and each entrant's parent or legal guardian if entrant is a minor) agrees that the Sponsor, its agents and/or representatives (including the Promotion Administrator) may store, share and use the personal information he/she submitted with his/her entry for the purpose of administering the Promotion and agrees to the collection, use and disclosure of his/her personal information as described in these Official Rules, in the above Privacy Policy and as permitted by law. Your personal data will be collected in the United States. By entering this Promotion, you expressly consent to the transfer of your **personal information** to countries outside of your country of residence, including without limitation, the USA. **As a result, your personal information may be subject to access requests from governments, courts, or law enforcement in those jurisdictions according to laws in those jurisdictions.** This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.
16. **Choice of Law, Jurisdiction and Notice:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules (whether of the State of California or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of California. By entering, entrants (and each entrant's parent or legal guardian if entrant is a minor) irrevocably consent to the exclusive jurisdiction of the federal and state courts located within the county of Santa Clara, California for any action, suit or proceeding arising out of or relating 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. 2021 Promotion Administrator.
17. **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 or made by any representative of Sponsor or Promotion Administrator, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.
18. **Winners' List:** To view the winners' list for this Promotion, please visit <http://certified.promotrust.com/DieselPowerGear/SilverbackGiveaway/winners>. The winners' list will be available after winner validation has been completed.
19. **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.
20. **Sponsor:** Diesel Power Gear, LLC, Woods Cross, UT, USA. Mail-in entries are not accepted at this address.

21. **Promotion Administrator:** The Promotion is administered and judged by SweepstakesPros, P.O. Box 18404, San Jose, CA 95158 USA. Mail-in entries are not accepted at this address. All comments, questions and complaints regarding this Promotion must be directed to the Promotion Administrator only.