

**DBC December 2023 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 DBC December 2023 Giveaway (the "Promotion") is open only to fans of the Dirt Bike Channel who are legal residents of the 50 United States and the District of Columbia (the "Territory") who have reached the legal age of majority in their state of residence and are located in the Territory at the time of entry. Dirt Bike Channel LLC ("Sponsor"), SweepstakesPros ("Promotion Administrator") and their respective parent companies, 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 members of their immediate families (defined as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are not eligible to participate. The Promotion is subject to all applicable federal, state and local laws and is void outside the Territory and where prohibited by law. By participating in this Promotion, entrants 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.
2. **Promotion Period:** The Promotion begins at 12:00 a.m. Central Time ("CT") on November 24, 2023 and ends at 11:59 p.m. CT on December 31, 2023 (the "Promotion Period").
3. **How to Enter:**
 - a. **Purchase Entry:** During the Promotion Period, visit www.dirtbikechannel.com (the "Website"), purchase one or more products from this Website, and complete all required information, and you will receive one (1) entry into the Promotion for each one dollar (\$1.00) spent (excluding taxes and shipping) (a "Purchase Entry"). Purchase transactions involving account adjustment transactions/returns, declined credit or debit transactions are not eligible for Purchase Entries.
 - b. **Mail-in Entry:** To enter the Promotion by mail without making a purchase, during the Promotion Period, handprint (in the following order) your full name, complete street address, daytime telephone number, email address, and birth date on a standard 4" x 6" postcard (with no outer envelope) and mail it to: DBC December 2023 Giveaway, PO Box 3292, Saratoga, CA 95070 (a "Mail-in Entry"). You will receive one hundred (100) entries into the Promotion for each Mail-in Entry received. Mail-in Entries must be received by January 8, 2024. All Mail-in Entries must be legibly handwritten (including addressing), mailed separately with no outer envelope, and have sufficient postage. **LIMIT ONE THOUSAND (1,000) MAIL-IN ENTRIES, WHICH IS TEN (10) MAIL-IN POSTCARDS, PER PERSON/EMAIL ADDRESS, SUBJECT TO THE MAXIMUM NUMBER OF TOTAL ENTRIES LISTED BELOW. ENTRANTS THAT SEND IN MORE THAN THE MAXIMUM NUMBER OF POSTCARDS WILL BE DISQUALIFIED.**
 - c. **Sign-up Entry:** During the Promotion Period, visit <https://dirtbikechannel.com/pages/dbc-giveaway-updates> (the "Sign-up Form") and complete the Sign-up Form with your mobile phone number and/or email address. You will receive five (5) entries in the Promotion for providing your mobile phone number and five (5) entries in the Promotion for providing your email address on the Sign-up Form ("Sign-up Entries"). **LIMIT FIVE (5) SIGN-UP ENTRIES PER PERSON/PER EMAIL ADDRESS PROVIDED AND FIVE (5) SIGN-UP ENTRIES PER PERSON/MOBILE PHONE NUMBER PROVIDED.** If you provide your mobile phone number, you agree to receive up to ten (10) texts from an automated system. **Standard message and data rates may apply.** Text **STOP** to unsubscribe. Text **HELP** to get help. Consent to receive text messages is not required to buy goods and services. **Please consult the terms and conditions in your individual service plan prior to signing up for text messages.**
 - d. **Affiliate Purchase Entry:** During the Promotion Period, visit Sponsor's affiliate company at <https://www.rockymountainatvmc.com/?ref=1017>, purchase one or more products from this

site, complete all required information, and you will receive twenty five (25) entries for each purchase transaction (an “Affiliate Purchase Entry”). Purchase transactions involving account adjustment transactions/returns, declined credit or debit transactions are not eligible for Affiliate Purchase Entry. NO CONFIRMATION OF AFFILIATE ENTRIES WILL BE PROVIDED BY THE AFFILIATE. DO NOT CONTACT THE AFFILIATE WITH QUESTIONS REGARDING THIS PROMOTION.

e. Bonus Purchase Entry:

Periodically through the Promotion Period, you may earn “Bonus Purchase Entries” for purchases on the Website as follows:

Bonus Period	Bonus Entry Period	Bonus Purchase Entries
First Week Bonus Period	From 12:00 am CT on 11/24/23 through 11:59 pm CT on 12/1/2023	Purchase Entries earned during this time will receive ten (10) entries for every \$1 spent (not including tax and shipping).
Last Week Bonus Period	From 12:00 am CT on 12/24/2023 through 11:59 pm CT on 12/31/2023	Purchase Entries earned during this time will receive ten (10) entries for every \$1 spent (not including tax and shipping).

Entrants must complete all required information. Bonus Purchase Entries are earned in lieu of entries received for Purchase Entries. Purchase transactions involving account adjustment transactions/returns, declined credit or debit transactions are not eligible for Bonus Purchase Entries.

- e. **Bonus Mail-in Entry:** To obtain bonus entries without making a purchase, handprint (in the following order) your full name, complete street address, daytime telephone number, e-mail address, and birth date on a standard 4” x 6” postcard (with no outer envelope) and mail it to: DBC December 2023 Giveaway Bonus Entry, P.O. Box 3161 Saratoga, CA 95070 (a “Bonus Mail-in Entry”). Bonus Mail-in Entry requests must be postmarked during a Bonus Entry Period and received by January 8, 2024. All Bonus Mail-in Entries must be legibly handwritten (including addressing), mailed separately with no outer envelope, and have sufficient postage. You will receive one thousand (1,000) entries, per Bonus Mail-in Entry request. **LIMIT ONE THOUSAND (1,000) BONUS MAIL-IN ENTRIES, WHICH IS ONE (1) BONUS MAIL-IN POSTCARD, PER PERSON/EMAIL ADDRESS, SUBJECT TO THE MAXIMUM NUMBER OF TOTAL ENTRIES LISTED BELOW. ENTRANTS THAT SEND IN MORE THAN THE MAXIMUM NUMBER OF POSTCARDS WILL BE DISQUALIFIED.**

LIMIT ONE THOUSAND (1,000) TOTAL ENTRIES (INCLUDING ANY BONUS ENTRIES) MADE BY PURCHASE, AFFILIATE PURCHASE AND/OR MAIL-IN ENTRY PER PERSON DURING THE PROMOTION PERIOD. LIMIT AN ADDITIONAL TEN (10) ENTRIES PER PERSON FOR SIGN-UP ENTRIES. To the maximum extent permitted by law, all entries and submissions become the exclusive property of the Sponsor and will not be acknowledged or returned except as provided herein.

- Finalists Drawing:** On or about January 15, 2024, the Promotion Administrator will conduct a random drawing to select ten (10) finalists (the “Finalists”) from among all eligible entries received during the entire Promotion Period.
- Winner Selection:** On a date and time to be announced by Sponsor, currently scheduled for January 22, 2024 between 6:00 PM and 8:00 PM CT, the Sponsor will randomly select two (2) potential winners (the “Potential Winners”) from among the Finalists on a live show streamed by Sponsor and broadcasted on YouTube (the “Prize Event”) as follows:

- a. The Sponsor will randomly select a Potential Winner among all eligible Finalists during the Prize Event.
- b. The Sponsor will call the phone number provided by the Potential Winner with his/her entry during the Prize Event.
- c. If the Potential Winner timely answers the phone, the Sponsor will ask him/her three (3) objective questions to determine if he/she is a fan of the Dirt Bike Channel. If the Potential Winner promptly and correctly answers two (2) of these questions, as determined by Sponsor, the Potential Winner will be selected as a Grand Prize winner, subject to validation by the Promotion Administrator. If the Potential Winner does not answer at least two (2) questions promptly or correctly, as determined by Sponsor, the Potential Winner will be disqualified, and an alternate Potential Winner may be selected from among the remaining Finalists.
- d. If the Potential Winner does not answer the phone when the Sponsor calls during the Prize Event, the Sponsor will leave a voice message and/or send a text message to the Potential Winner. This Potential Winner must then call the Sponsor on the telephone number provided by Sponsor within 48 hours of Sponsor's message between the hours of 8:00 AM and 7:00 PM CT only. At that time, the Potential Winner must promptly and correctly answer two (2) of the three (3) objective questions asked by Sponsor to be selected as a Grand Prize winner, subject to validation by the Promotion Administrator. If the Sponsor does not receive the Potential Winner's call and speak with the Potential Winner prior to this deadline, or if the Potential Winner does not answer at least two (2) of the questions promptly or correctly, the Potential Winner will be disqualified, and an alternate Potential Winner may be selected from among the remaining Finalists.

The specific date and time of the Prize Event shall be determined solely by the Sponsor and is subject to change at Sponsor's discretion. Any change to the Prize Event date and time will be announced on the Website at least 1 day prior to the scheduled Prize Event.

6. Prizes, Approximate Retail Value ("ARV") & Odds of Winning:

- a. One (1) Grand Prize: The first Potential Winner who correctly answers at least two (2) of the three questions posed by Sponsor during the Prize Event (or thereafter, in the event, no Potential Winner answers two questions correctly during the Prize Event), subject to validation, may choose one of the following prizes:
 - A used 2024 KTM 300 XC-W HardEnduro Dirt Bike (ARV \$14,000)
 - A used 2024 KTM 300 XC Dirt Bike (ARV \$ 12,000)
- b. One (1) First Prize: The second Potential Winner, subject to validation, will receive the remaining dirt bike not chosen by the Grand Prize winner.

Total ARV of all prizes is \$26,000. Prizes must be accepted as awarded. All characteristics and features of the prize(s) except as otherwise explicitly stated above are at the Sponsor's sole and absolute discretion. No substitution, cash redemption, sale or transfer of prize(s) is permitted except at Sponsor's sole discretion or as provided herein. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute such prize (or portion thereof) with an equivalent prize of equal or greater value. All federal, state and local taxes, and all other costs associated with acceptance or use of the prize(s), are the sole responsibility of the applicable winner(s). You are not a winner until your prize claim is validated and you receive official written notification from the Sponsor or the Promotion Administrator. Arrangements for delivery of prize(s) will be made after winner validation. **LIMIT ONE (1) PRIZE PER PERSON/EMAIL ADDRESS/HOUSEHOLD.** Odds of winning a prize depend on the number of eligible entries received. Prize(s) will be awarded and delivered only to an address within the Territory provided they are claimed properly in accordance with these Official Rules. At the Sponsor's discretion, prize(s) that are not claimed properly in accordance with these Official Rules may not be awarded.

Sponsor will determine all features of the prizes including, but not limited to, color of exterior and options. If required by law, winner 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. Winner is responsible for

license, registration, and vehicle insurance. Winner 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.

7. **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 natural person in whose name the 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.
8. **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), as determined by the Promotion Administrator in its sole and absolute discretion. 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 or who otherwise fails to comply with these Official Rules.
9. **Notification & Validation of Winners:** Potential winners, at Promotion Administrator's discretion, 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 and forfeiture of any prize, and the selection of an alternate winner in a random drawing from among the remaining eligible entries.
10. **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 or 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) any human, or other error, which may occur in the promotion or administration of this Promotion; (x) cheating or fraud by any participant. Promotion Parties are also not responsible for the failure of a Potential Winner, for any reason, (i) to receive any message from Sponsor during the Live Event, (ii) to respond to Sponsor, or (iii) to otherwise communicate with Sponsor or Promotion Administrator concerning his/her selection as a Finalist or Potential Winner.

11. **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, human error, legal mandate, social media mandate, pandemic, epidemic, 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, including the selection of winners in a manner the Promotion Administrator deems fair and reasonable, including the selection of winners in a random drawing from among applicable eligible, non-suspect entries received prior to such modification, suspension or termination. Thereafter, the Sponsor reserves the right to accept no further entries and award no further prizes.
12. **Releases:** By participating in this Promotion, entrants agree (and agree to confirm in writing): (a) to the maximum extent permitted by law, 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.
13. **Publicity:** Except where prohibited, participation in the Promotion constitutes each entrant's 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 including in the Prize Event or otherwise for the winner selection. In addition, by participating in the Promotion, you agree to be contacted by Sponsor in accordance with these Official Rules in the event you are selected as a Finalist or Potential Winner.
14. **Privacy:** The personal information collected through this Promotion is subject to Sponsor's Privacy Policy located at <https://dirtbikechannel.com/pages/privacy-policy>. By entering this Promotion, each entrant 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.
15. **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 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. 2023 Promotion Administrator.
16. **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.

17. **Winners' List:** To view the winners' list for this Promotion, please visit <https://certified.promotrust.com/DirtBikeChannel/DBCDecember2023Giveaway/winners>. The winners' list will be available after winner validation has been completed.
18. **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.
19. **Sponsor:** Dirt Bike Channel LLC., Lehi, UT. Mail-in entries are not accepted at this address.
20. **Promotion Administrator:** The Promotion is administered and judged by SweepstakesPros, P.O. Box 3222, Saratoga, CA 95070. 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.