

DONNIE SMITH BIKE SHOW BIKE GIVEAWAY

OFFICIAL CONTEST RULES, TERMS AND CONDITIONS

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE CHANCES OF WINNING.

FAILURE TO MEET ALL REQUIREMENTS MAY RESULT IN DISQUALIFICATION.

VOID WHERE PROHIBITED BY LAW.

The Donnie Smith Bike show, Bike Giveaway (“Sweepstakes”) is presented by DS Bike Show, 10841 Nord AVE S Bloomington, MN 55437 (“Sponsor”).

1. **SWEEPSTAKES PERIOD:** Sweepstakes will end 3/29/20. All entries must be received no later than 3:00 p.m. U.S central time on this date.

2. HOW TO ENTER THE SWEEPSTAKES:

A. REGISTER ONLINE using the online registration form at <http://www.donniesmithbikeshow.com/bike-giveaway/>.

B. REGISTER IN PERSON. Manual registration will be available at select locations from 01/01/ 2020 to 03/29/2020 Visit <http://www.donniesmithbikeshow.com/bike-giveaway/> regularly for a schedule of opportunities to manually enter at these locations. Manual entry forms must be fully and legibly completed to be accepted.

C. LIMIT ONE REGISTRATION PER PERSON PER EVENT. No person may register more than once at each event or online.

NOTE: Message and data rates may apply if an entrant registers by using his or her mobile device. Entrants should consult his wireless provider’s pricing plans.

1. **GRAND PRIZE:** The Grand Prize will be a 2020 Harley Davidson Street Bob

2. **GENERAL PRIZE CONDITIONS:** No substitution, exchange or cash equivalent for the Grand Prize will be allowed, except at Sponsor’s sole discretion. Sponsor reserves the right to substitute a prize of less, equal or greater value. Winner is solely responsible

for Tax's, Licensing, and all costs and expenses associated with the Prize not stated in these Official Rules.

If a potential winner is found to be ineligible, is not in compliance with these Official Rules, declines to accept the Prize or does not properly redeem the Prize, the Prize may be forfeited at Sponsor's sole discretion.

3. ELIGIBILITY: Winners must be licensed drivers and 18 years of age to be eligible. Employees and members of the immediate family of an employee of DS Bike Show or any other participating company are not eligible to win.

4. HOW TO CLAIM THE PRIZE: One Hundred Fifty (150) finalists will be randomly selected to be eligible to win the 2020 Harley Davidson Street Bob motorcycle. One finalist will win. Must be present to win at the Donnie Smith Bike Show SAINT PAUL RIVERCENTRE 175 WEST Kellogg Boulevard Saint Paul MN 55102 between 2:00 p.m. and 4:00 p.m. central time. Bike Giveaway will be held LIVE on the main stage at the DONNIE SMITH BIKE SHOW at 3:30 p.m. March 29, 2020. In the event a finalist fails to present oneself within 10 minutes of being announced, that finalist will be disqualified and another name will be called. Finalists must be present to win. A finalist who fails to appear will be disqualified. The winner will be drawn from the finalists who appear.

5. PUBLICITY RIGHTS: By participating in the Sweepstakes and/or accepting a Prize, each entrant agrees to allow the Sponsor and/or Sponsor's assignee(s) the perpetual right to use his or her name, biographical information, photos and/or likeness, and statements for any and all purposes, including but not limited to publicity for the Sweepstakes and commercial advertising and publicity purposes. Use may be made at any time without notice or payment in all media now known or hereafter discovered, including but not limited to television, internet-based media, without right to notice, preview or approval and without compensation except where prohibited by law.

6. GENERAL: Any attempted form of participation in this Sweepstakes other than as described herein is void. If it is discovered or suspected at Sponsor's sole discretion that an entrant has registered or attempted to register more than once using multiple email addresses, multiple identities, proxy servers or like methods, all of that entrant's entries will be declared null and void, and that entrant shall be ineligible to win the Prize. Also, if it is discovered that any entrant attempts to receive additional entries in excess of the stated limitation, that entrant will, at Sponsor's sole discretion, be disqualified from the Sweepstakes. In the event of a dispute as to

the identity of a winner, the winning entry will be declared made by the authorized account holder of the email address account used to submit such entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to disqualify any individual found, in its sole opinion, to be tampering with the operation of the Sweepstakes, to be acting in violation of these Official Rules or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of a Sweepstakes. Any use of robotic, automatic, macro, programmed, third-party or like methods to participate in the Sweepstakes may void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. CAUTION AND WARNING: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of any conflict with any Sweepstakes details contained in these Official Rules, and Sweepstakes details contained in any Sweepstakes promotional materials (including, but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

7. LIMITATION OF LIABILITY. By participating in this Sweepstakes, each entrant agrees the Sponsor and its associated Sweepstakes Entities and their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("Released Parties") are not responsible for lost, late, incomplete, stolen, misdirected, or undeliverable email notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunction, failure, connection or lack of availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/UseNet accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website user, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Sweepstakes-related website(s). Released Parties are not responsible for any injury or damage, whether to person or property, to participants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting a Prize. Released Parties shall not be responsible or liable for entries entered by any automated computer, program, mechanism or device; for any entries in excess of the stated limit; or for entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules, and all such entries will, at Sponsor's sole discretion, be disqualified. If, for any reason, an entry is confirmed to have been erroneously deleted, lost or otherwise destroyed,

corrupted or for any other reason not accepted as an entry in the Sweepstakes, entrant's sole remedy is to enter the Sweepstakes again. If for any reason, Sponsor believes the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of winners in a manner it deems fair and reasonable. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations. By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules and by all applicable laws and by the decisions of Sponsor, which shall be binding and final; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his or her rights to bring any claim, action or proceeding against Sponsor or any of the Released Party in connection with the Sweepstakes; and (iv) to forever and irrevocably agree to release, defend, indemnify and hold harmless the Sponsor and each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) typographical or printing errors in these Official Rules or any Sweepstakes materials; (d) acceptance, receipt, delivery of, possession, defects in, use, nonuse, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Prize (or any component thereof); (e) change in the prizing (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including, but not limited to, acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or other cause beyond any of the Released Parties' control, or as otherwise permitted in these Official Rules; (f) any interruptions in or postponement, cancellation or modification of the Sweepstakes; (g) human error; (h) incorrect or inaccurate transcription, receipt or transmission entry (including, without limitation, registration information or any parts thereof); (i) any technical malfunction or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an entrant; and (j) interruption or inability to access the Sweepstakes, the Website or any other Sweepstakes-related websites or any online service via the Internet due to hardware or software compatibility problems. Each entrant acknowledges that operating a motorcycle may be an inherently dangerous activity. Each winner expressly and voluntarily assumes the risk of any and all injury and damage that may result from acceptance of a motorcycle. Each winner understands that such risks include, but are not limited to possible serious bodily injury, partial or total disability, paralysis, death or other injuries or damages. Each winner acknowledges and agrees that the winner has sole responsibility for injuries, losses, or damages of any kind that result from operating a motorcycle. Each winner acknowledges and agrees that he or she is accepting a motorcycle that will be street legal. Each winner assumes responsibility of all taxes, licensing, insurance, vehicle registration fees, other associated fees and all expenses, including transport of prize. Without limiting the foregoing, everything regarding this Sweepstakes, including the Website

and Prize components, 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. Check local laws for any restrictions or limitations regarding these limitations or exclusions. The disclaimer of warranty is intended to be as broadly interpreted as Minnesota law allows. All entrants waive any and all claims of liability against all sponsors, agents, affiliates, parent companies and their employees, along with any other acting on behalf, for damages, injuries or other losses which relate directly or indirectly to the Sweepstakes.

8. APPLICABLE LAW AND VENUE. Minnesota law shall apply in all matters.

Any dispute shall be resolved by suit issued in Ramsey county MN