

## 2021 GODFREY/HURRICANE VIRTUAL SHOWCASE SWEEPSTAKES COMPLETE OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.** Offer is valid starting 8:00 am Central Time (CT) January 8, 2020 and ends on January 23, 2021 on at 12:59 pm CT (“Sweepstakes Period”). The Sweepstakes Period is subject to change at Sponsor’s discretion if for any unforeseen reason the Sweepstakes cannot be conducted as planned. Open only to legal residents of the **50 Contiguous United States and District of Columbia** who, at the time of entry are 18 years of age or older and who have reached the age of majority in their place of residence. Void where prohibited or restricted by law. Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

**ELIGIBILITY:** Persons in any of the following categories are not eligible to participate or win a prize: (a) persons who, since January 1, 2020 were or are employees of Polaris Industries Inc.; its parent company, affiliates, subsidiaries, and authorized 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) 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.

**HOW TO ENTER:** During the Sweepstakes Period, consumers can enter at the website found at: [virtualshowcase.hurricaneboats.com](http://virtualshowcase.hurricaneboats.com) or [virtualshowcase.godfreytoonboats.com](http://virtualshowcase.godfreytoonboats.com). Complete the entry form with all requested information (full name; daytime phone number, including area code; and e-mail address). You may enter the Sweepstakes under one name and one email address only. All entries must be received by 12:59 pm Central Time on January 23, 2021. Sponsor’s computer will be the official time clock for the Sweepstakes. Once submitted, entries become the property of Sponsor and will not be acknowledged or returned.

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.

**DRAWING DETAILS:** All eligible entries received during the Sweepstakes Period will be included in three (3) random drawing each week to determine three (9) prize winners. Award of prize and confirmation of winner is contingent upon potential winner’s qualification and compliance with these Complete Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify and randomly select an alternative potential prize winner if: (a) a potential winner is unreachable within 3 days from the time of the drawing; (b) a winner fails to provide Sponsor with satisfactory proof of age, identity, residency or eligibility; (c) winner declines acceptance of the prize; or (d) if in Sponsor’s determination, a winner has not complied with these Complete Official Rules. The random drawing will be conducted by the Sponsor, whose decisions are final and binding in all matters pertaining to this drawing. Entrants agree to be bound by these Complete Official Rules and the decisions of the Sponsor. The odds of winning the prize depend on the number of eligible entries received. Neither Sponsor, nor any of its subsidiaries or affiliates, or their respective directors, officers, employees, shareholders, agents, successors or assigns (collectively, the “Sponsor Parties”) will be responsible or liable for, any incorrect or inaccurate, late, misdirected, damaged, incomplete, illegible entry information, errors or failures of any kind, unauthorized human intervention, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete or other errors of any kind, whether human, which may occur in the processing of the entries. Proof of submission of the entry form (such as a picture of the completed entry form on a cell phone) does not constitute proof of receipt to serve as an eligible entry for this Sweepstakes. If, for any reason, this Sweepstakes is not capable of running as planned, an event occurs that corrupts or affects the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, or this Sweepstakes is not capable of being conducted as described in these Complete Official Rules, Sponsor will have the right, at its sole discretion, to cancel, terminate, modify or

suspend this Sweepstakes, and select the winner in a random drawing from entries already received, or as otherwise deemed fair and appropriate by Sponsor. Sponsor reserves the right to prosecute any fraudulent entries to the fullest extent of the law. The potential winners will be contacted by email. The Sponsor Parties are not responsible if a potential winner does not receive the winner notification forms or corresponding prize because a fraudulent email address or if other inaccurate contact information was provided on the official entry form, or if the email sent to a potential winner is misdirected or bounces back or is intercepted by SPAM or other email filters.

**PRIZES:** : Win one (1) of nine (9) 20 qt KONG Godfrey/Hurricane branded coolers each. Total ARV (as defined below) of all prizes is US \$1,521.

**PRIZE INFORMATION:** All taxes on prize and other expenses related to accepting and/or using the prize is the sole responsibility of the winner. Potential winner will be required to complete an IRS Form W9. Please allow up to 10-12 weeks for delivery of the prize. Potential prize Winners will be required to execute and return an Affidavit of Eligibility, Publicity Release and Liability Waiver (except where prohibited) within five (5) days after the date notice or attempted notice is sent. Failure to return timely any documents requested, prize notification returned as undeliverable or non-compliance with these Complete Official Rules will result in a potential prize winner being disqualified and an alternate being selected. Upon disqualification, no compensation will be given. Prizes must be accepted as awarded. Prizes pictured in promotional materials connected with this Sweepstakes are for illustrative purposes only. Actual prizes may vary in appearance from the prizes pictured. Approximate retail value ("ARV") is as of the time the Complete Official 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. In the event there is a discrepancy or inconsistency between statements contained in any Sweepstakes related materials, and terms and conditions stated in these Complete Official Rules, these Complete Official Rules will prevail, govern and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion. PRIZES ARE NON-TRANSFERABLE, NON-ASSIGNABLE, NOT REDEEMABLE FOR CASH, IN WHOLE OR IN PART AND WILL BE AWARDED "AS IS" WITHOUT ANY WARRANTIES, GUARANTEES OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). Sponsor, in its sole discretion, may substitute a prize of equal value or greater approximate value and comparable use for any reason.

**PUBLICITY:** By accepting the prize, where permitted by law, the 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's name, portrait, picture, voice, likeness (as is or as may be edited, altered, or cropped), information, and biographical information (collectively, "Name and Likeness") as news or information and for advertising, trade and promotional purposes without additional compensation or review. Except as required by law or permitted pursuant to these Complete Official Rules, the Sponsor will not share an entrant's personal information with any third parties other than the Sponsor Parties.

**IMPROPER CONDUCT:** Sponsor, in its sole discretion, may disqualify any entrant from participation in this Sweepstakes if entrant engages in any conduct Sponsor deems to be improper, unfair, acting in an unsportsmanlike or disruptive manner, or acting with intent to annoy, abuse, threaten or harass any other person or otherwise adverse to the operation of the Sweepstakes.

**CONDITIONS OF ENTRY:** Incomplete entries are void. Entries not complying these Complete Official Rules are subject to disqualification. All entries become the property of Sponsor upon submission. By entering, entrants acknowledge compliance with these Complete Official Rules, including all eligibility requirements. All entrants, as a condition of entry into this Sweepstakes, agree to release the Sponsor Parties, from any and all claims or actions of any kind whatsoever for injuries, losses, expenses or other damages, whether actual, incidental or consequential, arising out of or relating to entrant's participation in this Sweepstakes, or the receipt, use or misuse of the prize. The Sponsor Parties are not responsible for

printing, human or other inadvertent errors in these Complete Official Rules, in Sweepstakes materials or otherwise in the incorrect announcement of potential winner, offer or administration of this Sweepstakes.

**RELEASE OF LIABILITY AND AGREEMENT TO HOLD HARMLESS:** All entrants, and the prize winners agree to release and hold harmless Sponsor, the Sponsor Parties 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 attorneys' fees), existing now or in the future, of any kind and in any way to persons or property, in whole or in part, directly or indirectly arising from or related to: (i) participation in the Sweepstakes and his or her acceptance, possession, use or misuse of any prize or any portion thereof, (ii) the use of Name and Likeness; (iii) technical failures of any kind, including, but not limited, to the malfunctioning of any computer, cable, network, hardware or software; (iv) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (v) unauthorized human intervention in any part of the entry process or the Sweepstakes; or (vi) electronic or human error which may occur in the administration of the Sweepstakes or the processing of entries.

Without limitation, the Sponsor, its advertising and promotion agencies, will not be liable for any failure of the Sponsor's website 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 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, 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 and discretion 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 winner from all eligible entries received 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.

**DISPUTES:** This Sweepstakes is subject solely to the applicable federal, state, and local laws of the United States; provided, however, that, except where prohibited, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of, related to or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state courts located in Minnesota (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, special, exemplary or consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Complete Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Minnesota without giving effect to any choice of law or conflict of law rules (whether of the State of Minnesota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

**USE OF DATA; PRIVACY POLICY:** 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, and may be used for advertising, trade, and marketing purposes both by Sponsor and authorized third parties. All entry information submitted to Sponsor as part of this Sweepstakes will be treated in accordance with Sponsor's privacy policy, available at: <https://www.polaris.com/en-us/privacy/>. Sponsor or its authorized third parties may send you information about Sponsor or Sponsor's products unless you opt-out of receiving any of these materials. Sponsor will provide you with an opportunity to opt-out of receiving this information at any time after you first receive such information from Sponsor.

**OFFICIAL RULES:** These Complete Official Rules will be posted online at <https://virtualshowcase.godfreypontoonboats.com/> and <https://virtualshowcase.hurricaneboats.com/> at the time of entry. To receive a printed copy of the rules send a self-addressed, sufficiently stamped envelope to: 2021 GODFREY/HURRICANE VIRTUAL SHOWCASE SWEEPSTAKES RULES, 4500 Middlebury St. Elkhart, IN 46516. Rules request must be postmarked by July 31, 2022.

**WINNERS LIST:** For the name of the winners, send a self-addressed, sufficiently stamped envelope to GODFREY/HURRICANE VIRTUAL SHOWCASE SWEEPSTAKES WINNER LIST, 4500 Middlebury St. Elkhart, IN 46516. Requests must be July 31, 2022. Limit one request per household.

**SPONSOR:** Polaris Industries Inc., a Delaware corporation, 2100 Highway 55, Medina, MN 55340.

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