INTERNAL USE ONLY

US Sweepstakes & Fulfillment Company

DAS 12V Dealer RZR900 Sweepstakes – Official Rules

Promotion runs from 10/22/18 to 03/29/19

FINAL - 10/18/18

THE DAS 12V DEALER RZR900 SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

SWEEPSTAKES ENTRY PERIOD: The DAS 12V Dealer RZR900 Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on Monday, October 22, 2018 and ends at 11:59:59 PM ET on Friday, March 29, 2019 (the "Sweepstakes Period").

ELIGIBILITY: This Sweepstakes is not open to the general public. The Sweepstakes is open to employees or owners of a qualified retailer who are a legal resident of CT, DE, DC, ME, MD, NJ, NY, PA, VT or VA who are age 21 or older at the time of entry ("Participant"). Employees or owners of Internet retailers, distributors, and national accounts are not eligible to participate in this Sweepstakes. Sponsor reserves the right to verify eligibility requirements. Void outside the U.S., and wherever else prohibited by law. Employees of Sponsor, US Sweepstakes & Fulfillment Company (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state and local laws and regulations.

HOW TO ENTER: There are four (4) ways to enter.

Method #1: Purchase Entry. Participant must, on behalf of a qualified retailer, make a \$250 minimum purchase of at least one (1) of the following items:

ROCKFORD branded product listed on the dasinc.com ecommerce website.
For every purchase of qualifying products ("Qualifying Product") that meets the corresponding minimum purchase requirement of such Qualifying Products, the Participant will receive one (1) entry into the Sweepstakes ("Purchase Entry"). To earn a Purchase Entry such order total must meet the minimum purchase requirement before tax and be ordered from Sponsor. Separate transactions cannot be combined to earn Purchase Entries. Return of eligible products associated with a Purchase Entry reducing the total purchase amount below the minimum purchase requirement will void such Purchase Entry. Purchase Entries must be made during the Sweepstakes Period. Participants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy.

Method #2: Trade Show Attendance. Attend the DAS CE Dealer Trade Show in Atlantic City, NJ between April 03, 2019 – April 04, 2019, visit the DAS Companies, Inc. registration booth with a

DAS brand ambassador to receive ten (10) Sweepstakes entries (the "Trade Show Attendance Entry").

Method #3: Trade Show Purchases. Attend the DAS CE Dealer Trade Show in Atlantic City, NJ between April 03, 2019 – April 04, 2019, make a purchase of a Qualifying Product(s) from qualifying brands (Rockford) to receive double the entries as stated in Method 1 (the "Trade Show Purchase Entries").

Method #4: Mail-in Entry. Mail a postcard, including your name, complete address, email address, phone number, and name of the qualified retailer company you are employed by/the owner of to: The DAS 12V Dealer RZR900 Sweepstakes, 625 Panorama Trail, Suite 2100, Rochester, NY 14625 (the "Mail-In Entry"). Each Mail-In Entry must be mailed separately and must be postmarked between Monday, October 22, 2018 and Friday, March 29, 2019, and received by Friday, April 5, 2019. Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the property of the Sponsor and will not be returned or acknowledged. Sponsor is not responsible for lost, late, damaged, misdirected or postage-due mailed entries.

PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Grand Prize: There is one (1) Grand prize available to be won. Grand Prize is one (1) 2018 POLARIS, model: RZR900. RZR900 will be equipped with a Rockford Stage 4 600W, 2AMP audio system including front spk., 10" woofer and rear spk., sound and accessories package that may be altered by Sponsor.

Sponsor will be responsible for the freight delivery to the confirmed winner's state of residence. Grand Prize winner will be solely responsible for any and all costs associated with the following: all federal, state and local taxes; registration; insurance; gasoline; vehicle maintenance; optional equipment and all other fees and expenses associated with the receipt and use of the prize vehicle. Grand Prize winner must provide proof of a valid state-issued driver's license as of the date of delivery and must take delivery at the dealership designated by Sponsor within sixty (60) days of confirmation or delivery, whichever is later.

All costs and expenses not expressly specified in these Official Rules are the sole responsibility of the Grand Prize winner. The Prize is non-transferable. No substitution, cash redemption, assignment or transfer of any prize is permitted, but the Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable for any reason.

The ARV of Grand Prize is: \$15,000.00.

The total ARV of all prizes available to be won: \$15,000.00.

Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: The potential winner will be selected in a random drawing on or about **Wednesday, May 22, 2019**, from among all eligible entries received during the Sweepstakes Period by the Sweepstakes Administrator, an independent agent of the Sponsor whose decisions are final.

WINNER NOTIFICATION: Potential winner will be notified via email and/or phone, and will be required to sign and return, within five (5) days of notification, an Affidavit of Eligibility, a Liability Waiver, an IRS W-9 Form and where allowable, a Publicity Release (collectively, "the Releases"). These Releases will require the Grand Prize winner to furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected. The prize package will be awarded within approximately <u>45 days after the winner is verified.</u>

PRIZE CONDITIONS: All expenses related to the acceptance or use of the prize is the sole responsibility of prize winner.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, the prize may be awarded to an alternate winner in a separate random drawing.

Prizes are not assignable, nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winner is responsible for all federal, state, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her Social Security Number for the sole purpose of preparation of any tax forms as required by law. Except where prohibited by law, entry and acceptance of prize constitute permission to use winner's name, prize won, hometown, likeness, video tape, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation, notification or permission.

GENERAL: Participating entrants agree to these Official Rules and the decisions of the Sponsor and the Sweepstakes Administrator, and release the Sponsor, the Sweepstakes Administrator, and their affiliated companies, and all other businesses involved in this Sweepstakes, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the promotion, and the acceptance and use/misuse of the prize offered. Winner assumes all liability for any injury or damage caused or claimed to be caused, by participation in this Sweepstakes or use/misuse or redemption of the prize. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof to Sponsor's satisfaction that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late,

misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disgualification from the Sweepstakes. Sponsor reserves the right to: (i) permanently disqualify from any Sweepstakes it sponsors any person it believes has intentionally violated these official rules; and (ii) withdraw a method of entry if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Sweepstakes). If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DELIBERATELY DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

DISPUTES: Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Pennsylvania. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Pennsylvania without giving effect to any choice of law or conflict of law rules (whether of the State of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of Pennsylvania. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential, or incidental damages, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

THE PARTIES HEREBY WAIVE THEIR RIGHT TO JURY TRIAL WITH RESPECT TO ALL CLAIMS AND ISSUES ARISING OUT OF OR RELATING TO THIS AGREEMENT WHETHER

SOUNDING IN CONTRACT OR TORT, AND INCLUDING ANY CLAIM FOR FRAUDULENT INDUCEMENT THEREOF.

PRIVACY: Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at http://www.dasinc.com/#privacy.cfm.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see www.dasinc.com or send a self-addressed, stamped envelope by May 22, 2019, to: **THE DAS 12V DEALER RZR900 SWEEPSTAKES** Official Rules Request, PO Box 25466, Rochester, NY 14625-0466.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after May 22, 2019), send a stamped, self-addressed envelope (no later than June 19, 2019), to: THE DAS 12V DEALER RZR900 SWEEPSTAKES Winner Confirmation Request, PO Box 25466, Rochester, NY 14625-0466.

SPONSOR: DAS Companies, Inc., 724 Lawn Road, Palmyra, PA 17078.

Void outside CT, DE, DC, ME, MD, NJ, NY, PA, VT and VA, in Puerto Rico, and wherever else prohibited by law.