

## MILITARY AUTOSOURCE 2019 POLARIS ORV SUMMER GIVEAWAY OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN THE "POLARIS ORV SUMMER GIVEAWAY" (THE "PROMOTION"). A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING. PROMOTION IS SUBJECT TO APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: Promotion is open to U.S. Military Personnel and Attached Civilians, 18 years or older with a valid driver's license, who are authorized by the Exchange/NEXCOM to purchase through the military exchange system and who are deployed overseas during the Promotion Period (as defined below).

2. PROMOTION PERIOD: Promotion begins May 23, 2019 and ends Labor Day, September 2, 2019 (the "Promotion Period"). Entries must be received by September 2, 2019.

3. HOW TO ENTER: Limit of one (1) entry per person. Complete and submit in full an official entry form at [militaryautosource.com/summer](http://militaryautosource.com/summer) from a computer or mobile device or see a Sales Representative at any Military AutoSource (the "Sponsor") location overseas. Each entry must be filled out completely and accurately with first and last name, daytime overseas telephone number (including area code/country code), and email address. Any form of entry other than that described above is void. Online entrants must have a valid e-mail address in order to enter. All online entries must be received and recorded during the Promotion Period to be eligible for the drawing. Employees and families of Sponsor and its affiliates, the Exchange/NEXCOM, Ships Stores and its affiliates and subsidiaries are not eligible.

4. ENTRANT'S PERSONAL INFORMATION: If you are selected as a winner, your information shall be included in a publicly-available winner's list. All entry information submitted to Sponsor as part of this Promotion will be treated in accordance with Sponsor's privacy policy, available at: <https://militaryautosource.com/privacy>.

5. DRAWING: The winner will be randomly selected from all eligible entries received by the close of business September 2, 2019 and contacted by Sponsor. Odds of winning are based on the number of eligible entries received. Drawing will be conducted by Sponsor, whose decisions will be final and binding in all matters relating to this Promotion. Sponsor will not 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 (such as a picture of the completed entry) does not constitute proof of receipt to serve as an eligible entry for this Promotion. If, for any reason, the Promotion 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 of Sponsor, could corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend the Promotion and to select winners from random drawing of all eligible entries received, as of the date of termination. Any attempt to undermine the legitimate operation of this Promotion 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.

6. GRAND PRIZE WINNER NOTIFICATION/REQUIREMENTS: The Winner will be contacted by mail, phone or e-mail by Sponsor.

In the event MAS cannot locate the winner within thirty (30) days of date of attempted notification, the prize may be forfeited and an alternate winner chosen. Winner will be required to complete an IRS Form W9. Winners of prizes in excess of \$600.00 will receive an IRS Form 1099. Please allow up to six (6) weeks for delivery of a prize. Winner shall be required to complete, sign and return to Sponsor an Affidavit of Eligibility and a Liability/Publicity Release (unless otherwise prohibited) within thirty (30) days of date of attempted notification. If a winner cannot be contacted within ten (10) days, fails to complete, sign and return the Affidavit of Eligibility and Liability/Publicity Release within the required time period, is not in compliance with these Official Rules, or a prize or prize notification is returned as undeliverable, prize may be forfeited. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants.

7. GRAND PRIZE One (1) Grand Prize winner will win their choice of a new 2020 model year Polaris RANGER®, RZR® or GENERAL®. Model, color, package, factory options, and other prize specifics are subject to availability. (Ranger Crew® XP 1000 EPS Ranger XP® 1000 EPS, RZR® S4 1000 EPS, RZR® XP 1000, General® 4 1000, General® 1000.)

Grand Prize Winner must have proof of a valid U.S. driver's license from their state or place of residence in the United States and will be required to provide proof of insurance in order to take delivery. Grand Prize Winner must enter into a signed purchase agreement with Sponsor within sixty (60) days of date listed on signed Affidavit of Eligibility and Liability/Publicity Release ("Delivery

Date”). Failure to provide proof of a valid driver’s license and proof of insurance prior to delivery, or failure to enter into a signed purchase agreement with Sponsor within 60 days of the Delivery Date may result in prize forfeiture and selection of an alternate winner. Sponsor shall not be responsible for delays in delivery of the Grand Prize. All other costs and expenses not specifically stated herein as being awarded are the responsibility of the Winner.

Prizes must be accepted as awarded. Prizes pictured in promotional materials connected with this Promotion are for illustrative purposes only. Actual prizes may vary in appearance from the prizes pictured. Approximate retail value is as of the time the 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 Promotion-related materials, and terms and conditions stated in these Official Rules, these 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.

All applicable federal, state or provincial, and local taxes on prizes and other expenses related to accepting and/or using the Grand Prize are the sole responsibility of the winner. Grand Prize Winner will be issued an IRS 1099 form for the retail value of the prize. **No substitution or transfer of a prize will be permitted, except that MAS reserves the right to substitute a cash prize with a maximum value of \$2,500, at its sole discretion.** In the event that a potential winner is disqualified for any reason, Sponsor reserves the right to award the prize to an alternate entrant who will also be selected randomly, even if the disqualified potential winner’s name may have been publicly announced. All prize details are at Sponsor’s sole discretion. Unclaimed prize will not be awarded. Delivery must be completed by December 15, 2019.

8. GENERAL CONDITIONS: By accepting a prize, each winner grants Sponsor and/or their designees, including Polaris Industries Inc. (“Polaris”) the right to use his/her name, biographical information, testimonial, photo and/or likeness and/or prize information or personal exposition (and/or any edited portion thereof)(collectively, “Name and Likeness”) for advertising, publicity, promotional and other purposes in any and all media, now or hereafter devised, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law. Sponsor is not responsible for lost, late, incomplete, illegible, inaccurate, delayed, stolen, misdirected, undelivered or garbled entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Promotion, including, without limitation, errors or difficulties which may occur in connection with the administration of the Promotion, the processing of entries, the announcement of the prizes or in any Promotion-related materials. Sponsor is also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion. Persons who tamper with or abuse any aspect of the Promotion or website, who are in violation of these Official Rules, or who act in an unsportsmanlike or disruptive manner as solely determined by Sponsor, will be disqualified and all associated entries will be void. Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion for any reason, including, but not limited to, should any portion of the Promotion be, in Sponsor’s sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, and, if terminated, at its discretion, randomly select the winners from among all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by the Sponsor. Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not register with multiple email addresses nor may entrants use any other device or artifice to register multiple times or as multiple registrants. Any entrant who attempts to enter with multiple email addresses under multiple identities or uses any device or artifice to enter multiple times will be disqualified and forfeits any and all prizes won, in MAS's discretion. All entrants, as a condition of entry into this Promotion, agree to release Sponsor, Polaris, each of their affiliates, subsidiaries and their respective officers, directors, shareholders, employees, agents, successors and assigns (the “Sponsor Parties”), from any and all responsibility, liability, claims or actions of any kind whatsoever for injuries, losses, death, expenses or other damages, whether actual, incidental or consequential, arising out of or relating to entrant’s participation in this Promotion, or the receipt, acceptance, possession, use or misuse of any prizes provided pursuant to the Promotion.

9. 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 Promotion (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) entrant's participation in the Promotion and/or his/her acceptance, possession, use or misuse of any prize or any portion thereof, (ii) the use of entrant's 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 Promotion; or (vi) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

10. DISPUTES: This Promotion 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 Promotion 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 (i.e., costs associated with entering this Promotion) but in no event including 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, exemplary, incidental 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, whether foreseeable or not and whether based on negligence or otherwise. 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 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.

11. WINNERS LIST: For the name of the winner, available after October 15, 2019, send a self-addressed stamped envelope to: Military AutoSource 2019 Polaris ORV Summer Giveaway Winner, 175 Crossways Park West, Woodbury, NY 11797.

12. SPONSOR: Military AutoSource, 175 Crossways Park West, Woodbury, NY 11797.

All programs and guarantees are subject to terms and conditions. This Promotion does not express or imply endorsements by the Army and Air Force Exchange, NEXCOM, Ships Stores, the DoD components or the Federal Government and is not sponsored by them.