

# TruckChamp.com Sweepstakes

## Official Rules

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### 1. Eligibility

The TruckChamp.com Sweepstakes (the “Promotion”) is open only to legal residents of the fifty (50) United States (including District of Columbia) who are twenty-one (21) years or older at the time of entry. Void in Guam, Puerto Rico, the U.S. Virgin Islands, and other U.S. territories and possessions and where prohibited by law. Employees of L.O.F, Inc. or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Promotion and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Promotion is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a sweepstakes (the “Sweepstakes”).

### 2. Sponsor

L.O.F, Inc., 1739 Cassopolis Street, Elkhart, IN 46514.

### 3. Timing

The Promotion begins on April 1, 2010 at 12:00 a.m. Eastern Time (“ET”) and ends on December 20, 2010 at 11:59 p.m. ET (the “Promotion Period”). Sponsor’s computer is the official time keeping device for this Promotion.

### 4. How to Enter

During the Promotion Period, you will automatically receive one entry into the Sweepstakes for each purchase you make at truckchamp.com (the “Site”). Alternatively you can enter for free by filling out the online form found on the Site. **Limit five entries per person, per email address, during the Promotion Period regardless of method entry.** Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant’s plays and that participant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder. All entries become the sole and exclusive property of Sponsor and will not be returned. Sponsor reserves the right to contact entrants and all other individuals whose email address is submitted as part of this promotion.

### 5. Winner Selection

On or about December 21, 2010, Sponsor or an independent judging agency will select one (1) entry for the prize described below in Section 8 in a random drawing of all valid entries received. There is a limit of one prize per person per household. The entrant will be contacted using the email address, phone number and/or mailing address provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules.) Sponsor’s decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Winners will be notified by email, phone and or mail on or about December 22, 2010.

**6. POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION.**

### 7. Verification of Potential Winner

Potential winner must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential winners will be notified by email, after the date of random drawing. The potential winners will be required to sign and return to Sponsor, within five (5) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize if applicable. If a potential

winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a sweepstakes prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

### **8. Grand Prize**

One (1) Grand Prize Winner will receive a 2010 Harley Davidson Dyna® Super Glider®. All expenses on the receipt and use of the motorcycle, including, without limitation, sales tax, additional equipment, licensing, registration, drop-off charges, insurance and title documentation, are not included and are solely the winner's responsibility. Any additional features on the vehicle not included in the model selected by Sponsor must be paid for by the winner. Delivery of vehicle will be at a designated location as near to the winner's home as possible and subject to manufacturer/distributor and dealer production and delivery schedules. Prize Winner is responsible for all applicable taxes, insurance, licensing, emissions package (California residents only), registration and title fees, as well as the costs of any options not included on the prize. Winner must have a valid driver's license and motorcycle insurance. Sponsor makes no representation about the condition or fitness of the motorcycle. Subject to availability, prize will be delivered within approximately 30 days from final verification of participant's eligibility. No warranty or guarantee will be given by Sponsor in respect to the prize. Any and all guarantees and warranties are subject to the manufacturer's terms and conditions, and winner agrees to look solely to such entity for any such warranty or guarantee claim. Prize is non-transferable. No substitution, assignment or transfer of prize permitted, except by Sponsor, who reserves the right in its sole discretion to substitute a prize with another prize of greater or equal value. Approximate retail value of the grand prize is \$14,600.

### **9. Entry Conditions and Release**

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or the Sweepstakes judges which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor and the Sponsor and each of their respective parents, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes and Promotion, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes and Promotion, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Sweepstakes and Promotion and/or entrant's acceptance, use or misuse of prize.

### **10. Publicity**

Except where prohibited, participation in the Promotion constitutes winners consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

### **11. General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

### **12. Limitations of Liability**

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons

or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes play, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

### **13. Disputes**

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Indiana State Court located in the St. Joseph County, Indiana; (iii) 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 (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, 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 THE ABOVE MAY NOT APPLY TO YOU.** 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 Indiana, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

### **14. Entrant's Personal Information**

Information collected from entrants is subject to the Sponsor's Privacy Policy which is available at [http://www.truckchamp.com/privacy\\_security.html](http://www.truckchamp.com/privacy_security.html).

### **15. Promotion Results**

For Promotion results send a hand-printed, self-addressed, stamped envelope to Winners List - TruckChamp.com Sweepstakes c/o L.O.F, Inc., 1739 Cassopolis Street, Elkhart, IN 46514. Requests for the winner list must be received by February 1, 2011.

*Harley-Davidson Motor Company is not endorsing, sponsoring, or otherwise affiliated with this promotion.*