

Official Rules: Harley Davidson Sweepstakes from Rockstar Rescue

**ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED BY LAW. THIS SWEEPSTAKES IS OPEN TO THE GENERAL PUBLIC.** By participating in this sweepstakes, you are providing your signature, consent and agreement to receive emails from Rockstar Rescue, the Sponsor of this promotion. Participation constitutes Entrant's full and unconditional agreement to and acceptance of these Official Rules.

**ENTRY PERIOD:** The Harley Davidson Sweepstake from Rockstar Rescue (the "Sweepstakes") begins on April 1, 2025 at 12:01 am Mountain Standard Time and ends on April 30, 2025 at 11:59 pm Mountain Standard Time ("Sweepstakes Period").

**SPONSOR:** Rockstar Rescue, 530 E. McDowell #107-269, Phoenix, Arizona 85004 (the "Sponsor").

**ADMINISTRATOR:** Rockstar Rescue, 530 E. McDowell #107-269, Phoenix, Arizona 85004 (the "Administrator").

**ELIGIBILITY:** The Sweepstakes is open only to natural persons who are legal residents of the 48 contiguous United States and the District of Columbia, and who are 21 years of age or older or have reached the age of majority in their state of residence. ("**Entrant**"). **THIS SWEEPSTAKES IS OPEN TO THE GENERAL PUBLIC.** Rockstar Rescue employees, volunteers, and their immediate family members are not eligible to win.

**HOW TO ENTER:** During the Sweepstakes Period eligible Entrants may enter the Sweepstakes in one of the following ways:

**Online:**

Eligible Entrants may enter the Sweepstakes by visiting <https://www.rockstarrescue.org> and **following the link for the sweepstakes.** By participating, you consent for Sponsor to obtain, use, and transfer your name, address, and other entry information for the purpose of administering this Sweepstakes and for other purposes as set forth below. Each Entrant will receive the number of stated entry(s) as per selected in the number of entries options segment into the Sweepstakes.

In the event participants are not comfortable utilizing the chosen sweepstakes platform, entries may be purchased through Venmo, Paypal and/or Zelle. The entry(s) total will correspond to the entry options segment of the sweepstakes as listed on the platform. Entries will be entered manually by Administrator and participant will be emailed corresponding entry numbers.

All entries must be received by no later than 11:59pm on the last day of the Sweepstakes Period to be eligible to win the prize offered. The Administrator's computer is the official time keeping device

for this Sweepstakes. Proof of e-mailing or texting does not constitute proof of delivery or entry. Entries generated by robotic, programmed, script, macro or other automated means will be disqualified. No other forms of entry are valid other than those set forth above. All entry information becomes the property of the Sponsor.

**DRAWING AND NOTIFICATION:** 1 potential winner will be drawn randomly on May 1, 2025, at 12:05 am Mountain Standard Time from among all eligible entries received during the Sweepstakes Period in accordance with these Official Rules through the entry methods offered ("Winner"). The potential Winner will be notified on May 1, 2025, at 12:06 am Mountain Standard Time using the information provided in their entry. All drawings will be conducted by the Sponsor or Administrator whose decisions are final and binding in all matters relating to this Sweepstakes. The Sponsor or Administrator will randomly select the potential Winner at the drawing. The decisions of Sponsor are final and binding in all matters relating to the Sweepstakes. Odds of winning depend on the number of eligible entries received during the Sweepstakes Period. The winner will be notified by mobile phone, text message, or email and will be required to claim their Prize within forty-eight (48) hours. If no response is received within the time allotted, prize will be forfeited. Sponsor is not responsible for suspended or discontinued internet, land line, or wireless service which may result in potential Winner not receiving initial Prize notification or communication from Sponsor.

The Prize is as follows (the "Prize"):

**PRIZE:** One (1) 2007 Harley Davidson XL low sportster

The Approximate Blue Book Value (ABBV) of the Prize is \$10,000.00

**RESTRICTIONS ON PRIZE:** Prize to be fulfilled within forty-eight (48) hours of Winner's approval. The winner must take possession of the vehicle within forty-eight (48) hours of notification from Sponsor. The Prize Winner must have and provide a valid U.S. Driver's License suitable for the Prize and provide proof of vehicle insurance (Comprehensive or Liability) at time of delivery, if required by law and/or requested by Sponsor, or their authorized agent. The Prize Winner agrees to be bound by, and not to contest in any way, these determinations of the Sponsor.

**The sweepstakes administrator has stated a "sweepstakes minimum" to be obtained in order to award said prize. In the event the sweepstakes minimum is not met, the sweepstakes prize shall become 50% of all monies raised during the sweepstakes (50/50 Raffle).**

**NOTE 1:** Winner should check standards for operation of a vehicle in their state before accepting Prize.

**NOTE 2:** Winner is responsible for taking possession of the Prize from the Sponsor. No delivery of prize will be provided.

**NOTE 3:** Winner understands and agrees that pick up of the Prize may include, at Sponsor's discretion, an awarding ceremony which may be video recorded and/or photographed. Rights to any Prize ceremony video or photography belong solely to the Sponsor and can be used in any media at the Sponsor's sole discretion.

**NOTE 4:** Prize vehicle must be registered in the Winner's state's department of motor vehicles (DMV) within 30 days, unless sooner as required by state law, of taking possession of the Prize.

**PRIZE CONDITIONS:** The Prize Winner will be solely responsible for all taxes (federal, state, local), all applicable registration, license, title and insurance fees, and all expenses not specifically listed herein related to the acceptance and use of the Prize. Neither Sponsor nor the Administrator offer or provide, nor are Sponsor or Administrator in any manner responsible or liable for any warranty, mileage, representation, compliance with safety, emissions laws, regulations or guarantee, express or implied, in fact or in law, relative to the Prize, including but not limited to its quality, fitness for purpose, or mechanical condition. The Prize Winner is required to comply with any and all applicable federal, state, and local laws, rules and regulations including, but not limited to licensing and insurance requirements. Any difference between actual value and the stated ABBV of the Prize will not be awarded. In accepting the Prize, Prize Winner(s) expressly understands and agrees that operating a motor vehicle is an inherently dangerous activity that may expose the driver, passenger(s) and other persons to injury, dismemberment or even death. In accepting the Prize, the Winner(s) agrees to release the Sponsor and the Released Parties from any and all liability whatsoever for any injuries, losses, or damages of any kind caused by entering the promotion or for damages of any kind caused by any Prize or resulting from acceptance, possession, or use/misuse of Prize awarded. **No substitution or transfer of Prize will be permitted, except by the Sponsor, who reserves the right at its sole discretion to substitute a Prize with another Prize of equal or greater value.** All other expenses associated with Prize acceptance or usage not mentioned herein are the sole responsibility of the Winner.

Prize is awarded "as is" with no warranty or guarantee, either express or implied. **The Winner(s) will be required to complete and sign an Affidavit of Eligibility and Liability/Publicity Release form provided to them to be returned within seven (7) days of written notification, or Prize may be forfeited (in Sponsor's sole and absolute discretion), and an alternate winner may be selected. The Prize Winner(s) will also be required to disclose their social security number for**

**tax filing purposes.** To the extent permitted by applicable law, by accepting a Prize, the Winner grants permission for the Sponsor and those acting under its authority to use their name, photograph, voice and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on Sponsor's website and/or social media) now known or hereinafter invented without territorial or time limitations and without further notice to and without additional compensation. Winners who are not required under applicable state law to grant such permission under these Official Rules may be asked by the Sponsor to provide their voluntary consent for such permission. Prizes pictured in advertising, marketing, or promotional materials are for illustrative purposes only. Model, color, options, and other prize specifics are subject to availability. Winner is solely responsible for all applicable federal, state and local taxes and/or any other fees/costs associated with the Prize or receipt of the Prize.

**GENERAL RELEASES:** By accepting a Prize, where permitted by law, the Winner grants to the Sponsor, its parent, subsidiaries and related companies, and those acting pursuant to the authority of Sponsor (which grant will be confirmed in writing upon Sponsor's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation, in perpetuity, at any time the recipient's full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. IN NO EVENT WILL SPONSOR, THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, DEALERS, DISTRIBUTORS, SUPPLIERS, PRIZE PROVIDER AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES AND AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE(S). By participating, entrants release and agree to hold harmless the Sponsor, their respective parents, affiliates, subsidiaries, advertising and promotion agencies, dealers, distributors, suppliers, Prize provider and their respective directors, officers, employees, representatives and agents and any social media platform from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Sweepstakes or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize(s). Winner acknowledges that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize. All entrants understand and agree that all rights under Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state, territory, or country that may be applicable with respect to the foregoing release are hereby expressly and forever waived. All participating entrants acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN THEIR FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY THEM, WOULD HAVE MATERIALLY AFFECTED THEIR SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY." The releases hereunder

are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

**DISCLAIMERS:** By participating in the Sweepstakes, Entrant agrees to release, discharge, indemnify and hold harmless the Released Parties, and each of their respective directors, officers, employees, agents, successors and assigns ("Released Parties") from and against any and all claims, liability, costs (including attorneys' fees), losses, damages, fines or injuries (up to and including bodily injury and death) of any kind arising out of or related to: (i) Entrant's participation in the Sweepstakes; (ii) any acceptance, possession, misuse or use of any prize (including, without limitation, losses, damages or injuries to Entrant's or any other person's equipment or other property, or to their persons; (iii) the Released Parties' violation of rights of publicity or privacy, claims of defamation or portrayal in a false light or based on any claim of infringement of intellectual property; and (iv) any typographical, human or other error in the printing, offering, selection, operation or announcement of any Sweepstakes activity and/or prize. Without limiting the generality of the foregoing, Entrants agree that the Released Parties have neither made nor will be in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, in connection with the Sweepstakes and/or with respect to prizes, including, without limitation, to any prize's quality or fitness for a particular purpose. Entrant agrees that the Released Parties shall have no responsibility or liability for discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone or data network, computer online system, computer dating mechanism, computer equipment, software, social media platform, or Internet service provider utilized by Sponsor or Administrator; interruption or inability to access any website, application or online service via the Internet due to hardware or software compatibility problems; any damage to Entrant's (or any third person's) computer or mobile device and/or its contents related to or resulting from any part of the Sweepstakes; any lost/delayed data transmissions, omissions, interruptions, viruses, bugs, defects, delay in delivery or misdelivery of mail by the United States Postal Service; and/or any other errors or malfunctions, even if caused by the negligence of the Released Parties. Each Entrant further agrees to indemnify and hold harmless the Released Parties from and against any and all liability resulting or arising from the Sweepstakes and to release all rights to bring any claim, action or proceeding against Released Parties and hereby acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a Supplier that may be sent along with a prize. The Released Parties are not responsible for any changes or unavailability of the internet service provider or the social media platform used for purposes of administering this Sweepstakes that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use the website or social media platform for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of Entrant to timely enter, receive notices, or communicate with Sponsor via email, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute.

**LIMITATIONS OF LIABILITY:** Administrator and Sponsor reserve the right, in their sole discretion, to modify, terminate or suspend this Sweepstakes (or any portion thereof) for any reason, including, but not limited to, viruses, worms, bugs, fraud, technical failures, non-authorized human intervention, or other causes corrupt or impair the administration, security, fairness or proper play of the Sweepstakes (or any portion thereof) or for any other reason and, in the event of termination at its discretion, select winners from those eligible, non-suspect entries received prior to event requiring such termination. Neither Sponsor nor Administrator assumes responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems or technical malfunction of any wireless mobile device, wireless telephone network, wireless signal coverage or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet, unavailability of the data provider, website, microsite, internet service provider, social media platform(s) used for purposes of administering this Sweepstakes that may interfere with the Sweepstakes or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE 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 a dispute over the identity of an Entrant, entry will be deemed submitted by the registered account holder of the email address and/or mobile phone number associated with the entry, provided that person is eligible. Prize Winner(s) may be required to show proof of being the registered account holder.

"Registered account holder" is defined as the person assigned to an email address by an Internet access provider, an organization responsible for assigning email addresses for the applicable domain, or to the responsible party associated with the account connected to the mobile number. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules and/or other instructions of Sponsor may be disqualified.

**GOVERNING LAW:** The parties agree that the Sweepstakes and these Official Rules will be governed, construed, and interpreted under the laws of the State of Arizona, without giving effect to any choice of law or conflict of law rules (whether of the State of Arizona or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Arizona.

**DISPUTE RESOLUTION:** BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED FIVE DOLLARS (\$5.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED FIVE DOLLARS (\$5.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

Entrant, Sponsor, and the Released Parties (each, a "**Party**" and collectively the "**Parties**") each agree to fully and finally settle all disputes pertaining to the Sweepstakes, administration of the Sweepstakes, and/or these Official Rules only through binding arbitration (in each case, a "**Dispute**"); provided, however, (a) Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in or closest to, Phoenix, Arizona and any other court with jurisdiction over the Parties. In arbitration, there is no judge or jury, and review is limited. The arbitrator's decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction.

The Parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator in an arbitration administered by the American Arbitration Association ("**AAA**") or any other mutually agreeable arbitration administration service. The arbitration may be conducted in person, through the submission of documents, by phone, or online.

The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the AAA, and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("**AAA Consumer Rules**"), both of which are available at the AAA website: [www.adr.org](http://www.adr.org), unless otherwise mutually agreed between the parties. If an in-person hearing is required, except as otherwise required by applicable AAA rules or applicable law, then it will take place in Phoenix, Arizona or other location determined by the Sponsor. The arbitrator will make a decision in writing, but need not provide a statement of reasons unless requested by either Party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings

that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the Dispute must be brought in a court of competent jurisdiction in Phoenix, Arizona. Sponsor agrees to pay the administrative and arbitrator's fees to conduct the arbitration (but specifically excluding any travel or other costs of Entrant to attend the arbitration hearing). If for any reason, a Dispute proceeds in court rather than arbitration, the Dispute shall be commenced or prosecuted in the state and federal courts located in Phoenix, Arizona and the Parties hereby consent to, and waive all defenses of lack of personal jurisdiction, and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

In no event shall any Dispute brought by either Party related in any way to the Sweepstakes be commenced more than one (1) year after the cause of action arose. If this provision is found to be illegal or unenforceable, then neither Party will elect to arbitrate any Dispute falling within that portion of this provision found to be illegal or unenforceable and such Dispute shall be decided by a court of competent jurisdiction within the courts listed for jurisdiction above, and the Parties agree to submit to the personal jurisdiction of that court.

The arbitrator is empowered to resolve the Dispute with the same remedies available in court, however, any relief must be individualized to you and shall not affect any other entrant or claimant. You and each Party also agree that each Party may bring claims against the other in arbitration only in their respective individual capacities and in so doing **YOU WAIVE THE RIGHT TO A TRIAL BY JURY**, to assert or participate in a class action lawsuit or class action arbitration, to assert or participate in a private attorney general lawsuit or private attorney general arbitration, and to assert or participate in any joint or consolidated lawsuit or joint or consolidated arbitration of any kind. If a court decides that applicable law precludes enforcement of any of this paragraph's limitations as to a particular cause of action, then that cause of action (and only that cause of action) must remain in court and be severed from any arbitration.

**MISCELLANEOUS:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules or any other guidelines, instructions, policies, or term will not constitute a waiver of that provision.

Entrant agrees to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials,



Sponsor's Privacy Policy or Terms of Use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Meta, Facebook, Instagram, TikTok, or YouTube.

Reference to third parties in connection with prizes and/or third-party websites or services are for reference and identification purposes only and not intended to suggest endorsement, sponsorship, or affiliation with Sponsor or the Sweepstakes.