

SICK BOY SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN

VOID WHERE PROHIBITED BY LAW. You must be at least (eighteen) 18 years of age or older, a legal resident of, and reside within, the 50 United States and the District of Columbia ("U.S.") at the time of entry to participate in this Sweepstakes ("Entrant"). This Sweepstakes is void where prohibited by law including in any State where Sponsor is required to post bond or other collateral as a condition of offering the Sweepstakes in such State.

1. SWEEPSTAKES TIMING:

The Sick Boy Sweepstakes (the "**Sweepstakes**") begins on Monday, May 2, 2019 at 10:00 a.m. Mountain Time ("**MT**") and ends on March 13, 2020 at 11:59:59 p.m. MT (the "**Sweepstakes Period**"). At the end of the Sweepstakes Period, a random drawing will be conducted from among all eligible entries received to select one (1) prize Winner (a "**Winner**") on or about March 14, 2020 ("**Drawing Date**"). Entry in the Sweepstakes does not constitute entry into any other promotion, contest or sweepstakes. By participating in the Sweepstakes, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Sick Boy, LLC, a South Dakota limited liability company, 616 Main Street, Deadwood, South Dakota, 57732-1111 (the "**Sponsor**"), whose decisions shall be final and binding in all respects. Sponsor reserves the right to change the Sweepstakes Period and Drawing Date at its sole discretion and without further notice.

2. ELIGIBILITY:

Employees, officers, managers and members of Sponsor and each member of the immediate family members (as defined by the IRS including spouse, parents, grandparents, siblings, children and grandchildren) and/or people living in the same household (whether or not related) of the Sponsor are not eligible to participate in the Sweepstakes. All eligibility is subject to federal, state, and local laws and regulations. This Sweepstakes is void where prohibited by law or regulation. The prize will be awarded provided a sufficient number of eligible entries are received, as determined by Sponsor.

3. HOW TO ENTER:

To enter Sweepstakes, text the words Sick Boy to 22818.

Limit: One (1) entry, per person per day over the Sweepstakes Period.

Use of Data. Sponsor will be collecting personal data about the Entrants online, in accordance with its privacy policies. Please review Sponsor's privacy policy at <http://www.sickboy.com/privacy-policy-cookie-restriction-mode>. By participating in the Sweepstakes, Entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

NOTE: Entry must be made by the Entrant only. Entries made by any other individual or any entity will be declared invalid and disqualified for this Sweepstakes. Tampering with the entry process or the operation of the Sweepstakes is prohibited and any entries deemed by Sponsor, in its sole discretion, to have been submitted in this manner will be void. 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.

4. PRIZE/ODDS:

Only the prize listed below will be awarded in this Sweepstakes. Odds of winning depend on the total number of eligible entries received.

One (1) Grand Prize: Winner to receive a Used 2001 Harley Davidson Sportster.

YOU WILL BE RESPONSIBLE FOR EITHER PICKING UP THE PRIZE IN PERSON AT SPONSOR'S ADDRESS OR REQUESTING SPONSOR TO SHIP IT, AT YOUR SOLE COST INCLUDING THE COST OF ANY INSURANCE AND OTHER FEES, TO A LOCATION WITHIN THE CONTINENTAL UNITED STATES. SPONSER CANNOT PROVIDE AN ESTIMATE OF SHIPPING AND INSURANCE CHARGES AS THEY WILL VARY DEPENDING ON SHIPPING DESTINATION. IF SHIPPING IS DESIRED, SPONSOR MAY REQUEST THAT SHIPPING AND INSURANCE CHARGES BE PREPAID BY WINNER. ANY LOSS OR DAMAGE TO THE PRIZE DURING SHIPPING IS AT WINNER'S SOLE RISK.

The approximate retail value of the Grand Prize is \$5,000.00

No transfers or substitutions will be made except as provided herein, in the Sponsor's sole discretion. Prize is not redeemable for cash. No cash alternative or substitution will be allowed, except Sponsor reserves the right in its sole discretion to substitute a particular prize for one of comparable or greater value if prize is unavailable for any reason.

Winner will be required to provide proof of identity, verification of eligibility and compliance with these Official Rules, and, unless prohibited by law, a complete written Affidavit of Eligibility/Release of Liability Form, W-9 tax payer request for identification form and where legal, Publicity Release ("Affidavits") as well as any other documents required by Sponsor, all of which must be received fully-executed within five (5)

business days of receipt or such potential prize Winner may be disqualified and the Contest runner-up will be offered the Prize.

Winner is responsible for any and all local, state and/or federal taxes, and any other costs and expenses not specified herein as being awarded.

The Sponsor will not be responsible for Acts of God, acts of terrorism, civil disturbances, work stoppage or any other natural disaster outside of its control that may cause the cancellation Sweepstakes or inability to award the prize.

5. WINNER SELECTION AND NOTIFICATION:

A random drawing to be conducted on or about 10:30 p.m. on March 14, 2020 from all eligible entries received throughout the Sweepstakes Period. Conduct of the Sweepstakes and the drawing are under the supervision of Sponsor. Potential prize Winner will be notified within five (5) days of the drawing date by phone and/or by email whichever is deemed appropriate by Sponsor, using contact information provided at the time of entry. Sponsor shall have no liability for any potential prize Winner notification that is lost, intercepted or not received by any potential prize Winner for any reason. If, despite reasonable efforts, any potential prize Winner does not respond within forty-eight (48) hours of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable to such potential prize Winner, such potential prize Winner will forfeit his or her prize and an alternate Winner will be selected. If any potential prize Winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize Winner will be disqualified and an alternate Winner will be selected.

6. GENERAL PRIZE RESTRICTIONS/CONDITIONS:

Entrants agree that Sponsor **(A)** shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Sweepstakes or any Sweepstakes related activity, including but not limited to from Entrants' acceptance, receipt, possession and/or use or misuse of any prize, and **(B)** has not made nor is in any manner responsible or liable for any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor makes no warranties, and disclaims any and all warranties, express or implied, concerning any prize furnished in connection with the Sweepstakes. SPONSOR HAS NOT UNDERTAKEN ANY INSPECTIONS, MECHANICAL OR OTHERWISE, WITH RESPECT TO THE PRIZE. THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SPONSOR HEREBY EXPRESLY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. PUBLICITY RELEASE:

Acceptance of any prize shall constitute the Winner's agreement and consent to Sponsor's use of Winner's name, city, state, likeness, photo, avatar, and/or prize information in connection with this Sweepstakes (collectively, the "**Attributes**"), without compensation for any promotional, advertising or other purposes, in any manner Sponsor deems fit. Winner grants Sponsor a perpetual, worldwide, royalty-free, license to use the Attributes in any and all media now known or hereafter devised, including the Internet, without limitation and without further compensation, notification, permission or other consideration, (except where prohibited by law), and releases Sponsor from all claims arising out of the use of such Attributes.

8. RELEASE OF LIABILITY/CONDITIONS OF PARTICIPATION:

A. Transmission of Information. By entering this Sweepstakes, each Entrant agrees to release and hold harmless Sponsor, and its directors, officers, shareholders, members, managers and employees, affiliates, subsidiaries, distributors and agents (collectively, the "**Released Parties**"). The Entrant agrees and acknowledges that the Released Parties are not responsible for: (1) any incorrect or inaccurate information including without limitation, printing, production, typographical or other errors or by any of the equipment or programming associated with or utilized in this Sweepstakes; (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 this Sweepstakes; (4) network or human error which may occur in the administration of this Sweepstakes, the uploading, the processing or random selection of entries, the announcement of the prize or in any Sweepstakes-related materials; (5) late, lost, garbled, misdirected, inaccurate, incorrect, undeliverable, damaged or stolen entries or mail; (6) costs associated with claiming or redeeming the prize; or (7) loss or damages resulting from an Entrant's connection to the internet. Sponsor assumes no responsibility for late, lost, incomplete, inaccurate or damaged entries, or undeliverable E-mails resulting from any form of active or passive E-mail filtering or so-called "spam" filters or for insufficient space in user's E-mail account to receive E-mail. Proof of submitting entries will not be deemed proof of receipt by Sponsor.

B. Reservation of Rights. Sponsor reserves the right to cancel, suspend, and/or modify this Sweepstakes, or any part of it, if any fraud, technical failures or any other factor impairs the integrity or proper functioning of this Sweepstakes, as determined by Sponsor in its sole discretion. If terminated, Sponsor may, in its sole discretion, determine the Winner from among all non-suspect, eligible entries received up to time of such action or as otherwise deemed fair and appropriate by Sponsor. Sponsor, in its sole discretion, reserves the right to disqualify any individual it finds to be tampering with the entry process or the operation of this Sweepstakes, gains unauthorized access to accounts, or to be acting in violation of the Official Rules of this or any other

promotion or in an unsportsmanlike or disruptive manner and void all associated entries. The preceding in no way precludes Sponsor from taking other actions against such individuals so as to protect its rights. Sponsor's failure to enforce any provision of these Official Rules in a given circumstance does not constitute the waiver of such provision.

C. Release and Indemnity. By participating, each Entrant indemnifies, releases and agrees to hold harmless the Released Parties, their parents, affiliates and subsidiaries, and other entities involved in the development / production / administration of the Sweepstakes, and the directors, officers, agents, representatives, shareholders, members, managers, employees, successors and assigns of any of the above organizations, from any and all liability for loss, harm, damage, injury, cost or expense whatsoever, including without limitation, property damage, personal injury (including emotional distress), and/or death, arising from or participating in the Sweepstakes, any Sweepstakes-related activity and/or acceptance, receipt, possession or use/misuse of any prize and for any claims or causes of action based on publicity rights, defamation or invasion of privacy and merchandise delivery.

D. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S PARTICIPATING IN THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND THE PRIZE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

9. GOVERNING LAW/JURISDICTION:

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Sweepstakes 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 South Dakota, without giving effect to any choice of law or conflict of law rules (whether of the State of South Dakota or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of South Dakota. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other

provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

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