## **INTERNAL USE ONLY**

US Sweepstakes & Fulfillment Company
BMW Motorrad Handbuilt Motorcycle Sweepstakes
Promotion runs from \_March 28, 2025 to October 5, 2025
FINAL: \_October 5, 2025\_\_\_\_\_

## THE BMW MOTORRAD HANDBUILT MOTORCYCLE SWEEPSTAKES OFFICIAL RULES

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

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SWEEPSTAKES ENTRY PERIO	D: The Handbuilt	Motorcycle Sweepstakes (the
		(the "Sweepstakes Period").
including the District of Columbia Hawaii, Puerto Rico, Guam, the by law. Employees of BMW Mot Motorrad, USA, or, the "Sponsor Administrator") and their respect the immediate family members (	a, who are age 18 o U.S. Virgin Islands, torrad USA, a division, "), US Sweepstakes tive subsidiaries, afformuses, parents, concusehold of each, a	cidents of the 48 contiguous United States, or older at the time of entry. Void in Alaska, outside the U.S., and wherever else prohibited on of BMW of North America, LLC ("BMW is & Fulfillment Company (the "Sweepstakes iliates, advertising and promotion agencies, and shildren, and siblings and their spouses) of, are not eligible to enter. Sweepstakes is subject gulations.
HOW TO ENTER: There are two	o (2) ways to enter.	
Friday, March 28 through Sundall instructions to complete the elbooth and submit to receive one	day, March 30, 202 electronic Official En e (1) entry into the So h hours. Entrants a	rrad USA booth at the Handbuilt Show 2025  5 during normal trade show booth hours, follow try Form on the tablet provided to you in the weepstakes (the "Tradeshow Entry"). Entries re subject to all notices posted including but not found at
http://www.bmwmotorcycles.com	n/us/en/general/lega	ladvise/imprint.html.
and follow all entry instructions t the Sweepstakes (the "Online E at 12:00:01 AM ET and	o complete the entri ntry"). Online Entric at 11:59:59 F imited to the Sponso	Period, visit pure.bmwmotorcyclesevents.com y form and submit to receive one (1) entry into es must be received betweenPM ET. Online entrants are subject to all notices or's Privacy Policy, which can be found at aladvise/imprint.html.

Limit: One (1) Entry per person during the Sweepstakes Period regardless of whether entrant has more than one email address. All entries become the property of the Sponsor and will not be acknowledged or returned.

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

Grand Prize:	There is one (1	l) Grand Prize	available to	be won. Th	he Grand Prize	consists of one
(1)						

Total Approximate Retail Value ("ARV") of prize is \$18,000. Grand Prize Winner will be solely responsible for all title, license and registration fees, additional equipment, all federal, state and local taxes, insurance, gasoline, vehicle maintenance and all other fees and expenses associated with the receipt and use of the prize vehicle. The exterior color of the Grand Prize vehicle will be the choice of the Sponsor. Grand Prize Winner is solely responsible for all federal, state and local taxes on prize. 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 total ARV of all prizes available to be won: \$18,000.

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

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

WINNER NOTIFICATION & VERIFICATION: The potential Grand Prize winner will be notified via email and/or phone, and will be required to sign and return, within seven (7) 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 45 days after the winner is verified.

If a winner is otherwise eligible under these Official Rules, but is nevertheless deemed a minor in his or her state of primary residence, the prize will be awarded in the name of winner's parent or legal guardian who will be required to execute and return the Releases on minor's behalf, as applicable.

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, and the prize may be awarded to an alternate winner in a separate random drawing. Only two (2) alternate winners may be determined through this process, after which the prize may remain un-awarded.

**PRIZE CONDITIONS:** Prizes are not redeemable for cash. 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 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.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any). Once the prize has been delivered to the winner's provided address, the prize is considered awarded.

**GENERAL:** Although subsequent attempts to enter on a given day may be received, only the first complete entry received from a particular entrant will be eligible; subsequent attempts by the same person to enter, including entries submitted with an alternate email address, will be disqualified.

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 disqualification 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 New Jersey. 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 New Jersey without giving effect to any choice of law or conflict of law rules (whether of the State of New Jersey or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the state of New Jersey. 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 is subject to the Sponsor's Privacy Policy, which can be found at <a href="http://www.bmwmotorcycles.com/us/en/general/legaladvise/imprint.html">http://www.bmwmotorcycles.com/us/en/general/legaladvise/imprint.html</a>.

OFFICIAL RULES REQUEST: To request a copy of the Official Rules, visit pure.bmwmotorcyclesevents.com or send a self-addressed, stamped envelope by \_\_\_\_\_\_\_\_, to: The BMW Motorrad Handbuilt Motorcycle Sweepstakes Official Rules Request, PO Box 25466, Rochester, NY 14625-0466.

WINNER CONFIRMATION REQUEST: For a written confirmation of the winner (available after \_\_\_\_\_\_\_\_), send a stamped, self-addressed envelope (no later than \_\_\_\_\_\_\_\_\_\_), to: The BMW Motorrad Handbuilt Motorcycle Sweepstakes Winner Confirmation Request, PO Box 25466, Rochester, NY 14625-0466.

SPONSOR: BMW Motorrad USA, a division of BMW of North America, LLC, PO Box 1227, Westwood, NJ 07675-1227.

Void outside the U.S., in AK, HI, Puerto Rico, Guam, the U.S. Virgin Islands and wherever else prohibited by law.