

TrailBuilt Off-Road | Method Race Wheels Sweepstakes

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

This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the fifty (50) United States, the District of Columbia or in Puerto Rico.

1. DATES OF SWEEPSTAKES

Sweepstakes begins on or around **12:00pm Central Time (“CST”) on February 26th 2021 and ends at 11:00 am CST on April 16th, 2021** (the “Sweepstakes Period”). With the winner to be announced on **April 20th at 5pm Central Time(CST)** on TrailBuilt’s YouTube, Facebook, Instagram, TikTok & Snapchat Social Media Channels.

2. ELIGIBILITY

Sweepstakes is open only to legal residents of the fifty (50) United States, the District of Columbia or Puerto Rico, who are eighteen (18) years of age or older as of the date of entry (the “Entrant”). Void outside of the fifty (50) United States, the District of Columbia or Puerto Rico, and where prohibited, taxed or restricted by law. Officers, directors, managers, and employees of TrailBuilt Off-Road. (the “Sponsor”), and each of its respective parents, subsidiaries, affiliates and related companies and their respective advertising and promotion agencies, consultants and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Sweepstakes, including National Sweepstakes Company, LLC (the “Independent Administrator”) (collectively the “Sweepstakes Entities”) are not eligible to participate. “Immediate family member” shall be deemed to mean husband, wife, children, mother, father, sister, sister in-law, brother or brother in-law. Sweepstakes may only be entered in or from the fifty (50) United States, the District of Columbia or Puerto Rico, and entries originating from any other jurisdiction are not eligible for entry. All federal, state and local laws and regulations apply.

3. HOW TO ENTER. There are two (2) ways to enter:

(i) **PURCHASE:** Entrants making a purchase of the exclusive Method Race Wheels | TrailBuilt giveaway t-shirt OR Hoodie OR any of the sweepstakes items

between the Sweepstakes Period will have one (1) entry for every t-shirt or Hoodie or sweepstakes item purchased. There is no limit on the number of entries received with a purchase of Sweepstakes items.

(ii) **WRITE-IN:** On a postcard or a card that is no smaller than 3 ½ x 5 inches and no larger than 4 ¼ x 6 inches, legibly hand write your complete name, **“TrailBuilt | Method Race Wheels Giveaway”**, mailing address, phone number, email address and date of birth and mail with proper postage to TrailBuilt Sweepstakes, 3989 E. Endeavor Dr., Appleton, WI 54914. All write-in entries must be postmarked 5 business days prior to Sweepstakes Period ending date. There is no limit to the write-in entry envelope/postcard. Each envelope/postcard is considered one (1) entry into the Sweepstakes. Multiple entries submitted or completed by anyone other than the Entrant are void. No mechanical reproductions will be accepted. Write-in entries must contain all entry fields outlined above; otherwise, they are void and will not be eligible to win. Any suspected duplicates or entries made from someone other than the entrant will void all entries reasonably believed to be created by that person(s).

Regardless of the entry method used to enter the Sweepstakes, there is no limit on the amount of entries to enter the sweepstakes during the entire Sweepstakes Period. In case of dispute as to the identity of any Entrant, entry will be declared made by the registered name and address on such entry. Any potential prize winner must show picture identification to claim the prizes. Any potential winner will forfeit his or her prize if he or she (1) fails to respond in a timely fashion to any of Sponsor’s requests for information or signatures with respect the Sweepstakes or the Prize; (2) cannot be reached at the information provided by such individual; (3) rejects the Prize (or it is returned undeliverable through no fault of Sponsor); or (4) is disqualified from the Sweepstakes for any reason. In the event of any forfeiture hereunder, an alternate winner will be selected. Only three (3) alternate drawings will be held, after which the Prize will remain unawarded.”

Neither Sponsor nor any Sweepstakes Entity is responsible for any entry that is lost, late, illegible, stolen, mutilated, incomplete, invalid, unintelligible, postage-due, misdirected or undeliverable, whether due to system errors, omissions, interruption, deletions, defects, delay in operations or transmissions, theft or destruction or failures, faulty transmissions or other telecommunications malfunctions, human error, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions,

technical malfunctions, or otherwise. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor or Sweepstakes Entity.

4. PROVISION OF MATERIALS AND INFORMATION/INTELLECTUAL PROPERTY

By entering the Sweepstakes, Entrant represents and warrants as follows (1) that it fully owns or has properly licensed whatever materials and information it submits hereunder in connection with the Sweepstakes and can make such submissions without violating any: applicable law, agreement with any third-party, and/or third-party right of any kind (including without limitation any intellectual property, data protection, privacy or publicity right).

5. DRAWING/ODDS

On or about **April 20th, 2021 at 5pm CST**, potential prize winners will be selected in a random drawing from all eligible entries received by the Sponsor Representative. Odds of winning depend on the number of eligible entries received for the Sweepstakes. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which will be final and binding in all matters relating to the Sweepstakes.

6. PRIZES

GRAND PRIZES: 1 (one) SET OF 5 (five) Cast Aluminum **Method Race Wheels** in any model, any color choice, any size and any bolt pattern. (No cash value, not redeemable for cash, excludes forged & beadlock models)

Additional PRIZES: Random gear and bad-assery.

7. PRIZE RESTRICTIONS

Limit of one (1) prize per person/household. All prizes are non-transferable or assigned and no substitutions or cash redemptions; except at Sponsor's sole discretion or as otherwise provided herein. Sponsor will not replace any lost or stolen prizes. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All terms and conditions apply to the use of the prizes, and are incorporated herein by reference. Each prize winner is solely responsible for all applicable federal, state and local taxes, including taxes imposed. No more than the

stated number of prizes set forth in these Official Rules will be awarded. Potential prize winners consent to the use of his/her name, likeness, biographical information, image, and voice in advertising worldwide without additional compensation (TN residents will not be required to sign a Publicity Release as a condition of winning a prize). Subject to applicable law, prizes are offered “as is” without any express or implied warranty of any kind or nature, including without limitation, any warranty respecting condition, merchantability, quality, title, or fitness for a particular purpose.

8. NOTIFICATIONS/CLAIMS

GRAND PRIZE: Potential Grand Prize winners will be notified by the Independent Administrator by email, and announced on TrailBuilt’s Facebook and Instagram via either by video, graphic ad or both.

Additional PRIZES: Winners are required to email info@trailbuiltoffroad.com to claim their prize.

The value associated with the Grand Prize is taxable as income and the Grand Prize winner is solely responsible for any taxes, including, but not limited to all applicable federal, state and local taxes that become due with respect to the value of the Grand Prize. The Sponsor must report the value of the Grand Prize to the Internal Revenue Service in the year the Grand Prize is received by the Grand Prize winner and will be reported to the Grand Prize winner and the Internal Revenue Service in the form of a Form 1099.

Grand Prize and Second Prize Shipping: Standard Shipping times as posted on www.trailbuiltoffroad.com will apply.

Additional PRIZES: Prizes will be shipped out upon contact with additional winners for shipping information and confirmation.

No compensation will be provided for any prizes that are not able to be awarded to a prize winner.

9. CONDITIONS

This Sweepstakes is conducted in English. In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules and the English Abbreviation rules or other statements contained in any Sweepstakes-related materials, including, but not limited to: any entry form, survey, the Spanish version of these Official Rules and the Abbreviated Rules, and/or point of sale, television, print or

online advertising; the terms and conditions of these English Official Rules shall prevail, govern and control. All federal, state and local taxes are the sole responsibility of the prize winners. By participating in this Sweepstakes, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Sweepstakes any Entrant it believes has violated these Official Rules and verify the eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. By participating in this Sweepstakes, Entrants, and prize winners release, discharge, and hold harmless the Sponsor and each and all of the Sweepstakes Entities, along with Sponsor's employees, officers, directors, affiliates, partners, agents, and assigns from any and all liability, damages or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. All Sweepstakes materials are subject to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor. In the event any portion of this Sweepstakes is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes or this Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Sweepstakes. Winning a prize constitutes permission for Sponsor and its agencies to use prize winners' names, addresses (city & state), voices and/or likenesses for purposes of advertising, promotion and publicity, for this Sweepstakes only, without further compensation, unless prohibited by law. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Entrants, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security,

fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date to award prizes. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

10. NO LIABILITY

BY PARTICIPATING, ENTRANTS AND PRIZE WINNERS AGREE TO RELEASE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS THE SPONSOR, THE SWEEPSTAKES ENTITIES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") FROM AND AGAINST ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGE CLAIMS (INCLUDING WITHOUT LIMITATION LOST PROFITS) MADE BY ANY ENTRANT, PRIZE WINNER, OR ANY OTHER THIRD PARTIES, RELATED IN ANY WAY TO THE OPERATION OF THIS SWEEPSTAKES AS WELL AS ANY OTHER CLAIMS, DAMAGES, LIABILITY DUE TO ANY INJURIES, DAMAGES OR LOSSES TO ANY PERSON (INCLUDING DEATH) OR PROPERTY OF ANY KIND RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM RECEIPT, ACCEPTANCE, POSSESSION, MISUSE, OR USE OF A PRIZE OR PARTICIPATION IN ANY PROMOTION-RELATED ACTIVITY OR PARTICIPATION IN THIS SWEEPSTAKES. SPONSOR'S ENTIRE LIABILITY WITH RESPECT TO ANY ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES, THESE OFFICIAL RULES, AND/OR ANY ENTRANT'S RECEIPT OF PRIZE SHALL BE LIMITED TO \$500. SOME JURISDICTIONS MAY NOT ALLOW THE AFOREMENTIONED LIMITATIONS OR EXCLUSIONS OF LIABILITY AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

11. DISPUTE RESOLUTION

THE PARTIES HERETO ACKNOWLEDGE AND AGREE AS FOLLOWS (1) THAT ALL

DISPUTES, CAUSES OF ACTION, AND CLAIMS CONNECTED TO OR ARISING IN ANY WAY HEREUNDER BETWEEN THE PARTIES SHALL BE RESOLVED SOLELY ON AN INDIVIDUAL BASIS (I.E., CLASS ACTIONS SUITS ARE HEREBY WAIVED BY THE PARTIES) AND EXCLUSIVELY BY THE STATE OR FEDERAL COURTS SITUATED IN OUTAGAMIE COUNTY, WISCONSIN; (2) THAT THE LAWS OF THE STATE OF WISCONSIN SHALL GOVERN, WITHOUT REGARD TO ITS CONFLICT OF LAWS PRINCIPLES; AND (3) THAT THE PARTIES HERETO WAIVE ANY RIGHT TO A TRIAL BY JURY.

12. SPONSOR

The Sponsor will be collecting, storing, and exploiting personal data about Entrants online, in accordance with its privacy policy / terms of use found at www.TrailBuiltOffroad.com

13. WINNERS LIST

To obtain the name of Grand Prize Winner email info@trailbuiltoffroad.com or to obtain a full list of prize winners send a self-addressed, stamped envelope to be received by **April 15TH, 2021 to:** TrailBuilt Off-road Sweepstakes, 3989 E. Endeavor Dr, Appleton WI 54915

14. SPONSOR

Trailbuilt Offroad LLC, 3989 E. Endeavor Dr., Appleton WI 54915

This Sweepstakes shall not be published without the written permission of the Sponsor.