

# PETERBILT SUPERFAN PROMOTION

## Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ENTRY IN THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES AND THE DECISIONS OF THE SPONSOR ARE FINAL AND BINDING WITH RESPECT TO ALL MATTERS PERTAINING TO THIS PROMOTION.**

**PROMOTION PERIOD:** The Promotion begins on October 26, 2017 at 12:00:01 A.M. ET and ends on December 23, 2017 at 11:59:59 P.M. ET (“Promotion Period”).

**ELIGIBILITY:** The Peterbilt Superfan Promotion (“Promotion”) is a trade promotion open only to legal residents of the fifty (50) United States, the District of Columbia and Canada (except Quebec) who are 18 years of age or older at the time of entry (eligible “entrant”). Employees, officers, directors of Peterbilt Motors Company (“Sponsor”), PACCAR Inc, and their respective subsidiaries and affiliated companies, agents, advertising/promotion agencies, individuals engaged in the development, production, or distribution of materials for, or implementation of the Promotion (collectively referred to herein as the “Promotion Entities”), and the immediate family members (spouse, siblings, children and parents including foster and step-relations) or those living in their same household (whether or not related) as any person in any of the preceding categories are not eligible to enter or win a prize. Void in Quebec and where prohibited or restricted by law.

**HOW TO ENTER:** Subject to eligibility and compliance, entrants may submit a photo, video (not to exceed one minute), or postcard showing your Peterbilt pride in a positive, authentic manner, which conforms with the requirements below, and use any one of the following four (4) methods for entry (each an “Entry”): (i) upload your photo to Instagram using the hashtag “#peterbiltsuperfan”. Your post must be consistent with Instagram’s terms of use (InstagramTermsOfUse). Posting a photo on Instagram requires a mobile device and message and data rates may apply. Please consult your wireless-service provider regarding your data plan; (ii) email your photo or video to peterbiltsuperfan@peterbilt.com using the subject “#peterbiltsuperfan” Promotion. By entering online you agree to be bound by the terms relating to the use of this website, including its Privacy Policy; (iii) print your 3x5 photo (or larger, but no larger than 8x10), on the back of the photo include your full name, age, address, daytime telephone number (including area code), and email address (if available), and send by regular US mail postage pre-paid or hand deliver to: “#peterbiltsuperfan” Promotion, 1700 Woodbrook Street, Denton, Texas 76205; OR (iv) submit a postcard which explains your Peterbilt pride (not to exceed 100 words) and send by regular US mail postage pre-paid or hand deliver to: “#peterbiltsuperfan” Promotion, 1700 Woodbrook Street, Denton, Texas 76205. All Entries, regardless of method of submission, must be received by 11:59:59 p.m. PT on December 23, 2017. Limit one (1) Entry per entrant. If an Entry is incomplete or does not comply with the

specifications and rules described herein, or if the Entry submitted does not comply with the required specifications, then the Entry may be disqualified at Sponsor's sole discretion.

Sponsor and Promotion entities disclaim any and all liability and responsibility related to this matter. Sponsor has the right to verify entrants' eligibility and compliance with these Official Rules and, on the basis of its investigation, to disqualify any entrant at any time during or after the Promotion. Sponsor and Promotion Entities assume no responsibility for lost, late, incomplete, inaccurate, delayed, destroyed, damaged, or misdirected entries (in whole or in part).

**SELECTION OF PROMOTION WINNER:** Between December 24, 2017 and January 1, 2018, a panel of judges comprised of qualified Sponsor employees and designees (collectively, "Judges") will select, in their sole discretion, up to five (5) finalists (each a "Finalist") from all qualifying Entries received during the Promotion Period. Finalist selection will be based on (i) the manner in which the Entry conveys the attributes that the Peterbilt SuperFan possesses such as passion, loyalty, and responsibility, and (ii) the creativity of the Entry. Early January 2018 each selected Finalist will be contacted via email or phone, as provided in their method of Entry, and asked to provide additional information as to why their Entry should be selected as a winner in the Peterbilt SuperFan Promotion. Each Finalist must respond with the additional information no later than January 5, 2018, regardless of method of contact. The Five Finalists' Entries will be reviewed by Judges, which will select the Grand Prize winner based on the following criteria: (i) originality, (ii) passion, and (iii) Peterbilt pride.

If any Entry photo submitted by an entrant includes a likeness of a person under the age of eighteen (18) (a "Minor") and the Entry photo is chosen to be a Finalist or to be included in a marketing aspect or to win a prize, the parent or legal guardian of such Minor will be required to sign and return a release in the form provided by Sponsor (the "Minor Release"), before such Entry photo is allowed to be included in any marketing aspect or such Finalist can receive a prize. Failure to return the signed Minor Release on behalf of such Minor within five (5) business days of receipt will result in disqualification of the Entry, and possibly the Finalist, and another Entry from the remaining Finalists will be chosen.

**PRIZES/ODDS:** All prize awards are subject to final verification of eligibility and compliance with these Official Rules. Odds of being selected as a Finalist will be determined by the number of eligible Entries received during the Promotion Period, and the odds of winning the Grand Prize is 1 in 4. Potential winners may be required to complete, sign, have notarized and return an Affidavit (or if Canadian a Declaration) of Eligibility, Liability and, where lawful, Publicity Release within **ten (10) days** of notification, or else Grand Prize will be forfeited. For Canada residents only, potential winner will be required to correctly answer a timed, mathematical skill-testing question in order to be confirmed as a winner and receive a prize.

*Prizes, and any element thereof, including any products received as a prize, may not be sold, resold, auctioned, bartered, or placed into any other unauthorized channels of distribution. Any prize pictured or mentioned in advertising or Promotion materials (including the Website) is for illustrative purposes only and may not be the actual prize awarded. Prizes are not redeemable for cash. Any and all applicable local, state, and federal taxes are solely the responsibility of the*

*winner; winner is advised to seek independent counsel regarding prize tax implications, if any. In no event will the Sponsor or Promotion Entities be responsible for awarding more than one prize.*

**LIMITATIONS OF LIABILITY: BY PARTICIPATING, ENTRANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR AND PROMOTION ENTITIES, AND THEIR PARENT, AFFILIATED AND SUBSIDIARY COMPANIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE DISTRIBUTORS, OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, ASSIGNS AND AGENTS (“RELEASED PARTIES”) FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, CAUSES OF ACTION, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION OR OTHER LEGAL PROCEEDINGS ARE COMMENCED), LIABILITIES AND DAMAGES OF ANY KIND WHATSOEVER EXISTING NOW OR ARISING IN THE FUTURE (INCLUDING, WITHOUT LIMITATION, BODILY INJURY, PERSONAL INJURY, DEATH, DISABILITY AND PROPERTY DAMAGE, VIOLATION OF PROPRIETARY, PUBLICITY, PRIVACY OR ANY OTHER RIGHT), COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES, COURT COSTS, SETTLEMENT AND DISBURSEMENTS) DIRECTLY OR INDIRECTLY ARISING OUT OF USE OF THE ENTRY IN WHOLE OR IN PART, THE ACCEPTANCE, POSSESSION, USE, MISDIRECTION, OR MISUSE OF A PRIZE OR ANY ELEMENT THEREOF, PARTICIPATION IN THE PROMOTION AND/OR PRIZE RELATED ACTIVITY, AND ACCESS/USE OF ALL WEBSITES, WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF ONE OR MORE OF THE RELEASED PARTIES.**

**IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF THIS PROMOTION, PARTICIPATION IN PROMOTION AND/OR PRIZE RELATED ACTIVITIES, THE USE OR MISUSE OF A PRIZE OR ANY ELEMENT THEREOF, OR ACCESS TO, AND USE OF ANY PARTICIPATING WEBSITE(S) OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITE(S). WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.**

By entering and/or accepting a prize, entrants and winners hereby irrevocably consent, where lawful, to the use (but without obligation) by Sponsor (and their affiliated companies and their respective authorized representatives) of their name, image, photographs, videotape, likeness, hometown name, biographical information, voice as well as any statements made by winner regarding the Promotion or Sponsor (provided they are true) for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, including but not limited to the Internet, mobile devices, and World Wide Web, without additional compensation, and without the right of review, notification or approval.

In the event of noncompliance, if an entrant is or becomes noncompliant or ineligible during or after the Promotion Period, or a potential winner fails to respond within the time specified, or cannot be reached within two separate attempts using the contact information (in Sponsor’s

discretion) provided on the entry, that prize will be forfeited in its entirety and an alternate potential winner will be selected. Prize or prize notifications that are unclaimed, returned, undeliverable, or otherwise, will be forfeited and will not be awarded or re-awarded. Unclaimed or un-awarded prizes will NOT be re-awarded.

**GENERAL CONDITIONS:** Neither Sponsor nor its agencies are responsible for lost, late, misdirected, incomplete, unintelligible, illegible, stolen, returned, or undelivered entries or e-mail, or for lost, interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, or other connections availability, accessibility or traffic congestion, or miscommunications, or failed computer, network, telephone, satellite, cable hardware, software or lines, or technical failure, or jumbled, scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, incompatibility, or errors of any kind whether human, mechanical, electronic or network, or the incorrect or inaccurate capture of entry or other information, nor for the failure to capture any such information. Persons who tamper with or abuse any aspect of the Promotion or Website, as solely determined by the Sponsor, will be disqualified. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS IN VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor is not responsible for injury or damage to participants' or to any other person's computer or mobile device related to or resulting from participating in this Promotion or downloading materials from or use of the Website. Should any portion of the Promotion be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion, or any element thereof and select winners (for the respective Sweepstakes as applicable) from eligible entries received prior to action taken, or as otherwise deemed fair and appropriate by Sponsor. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Promotion, and assumes no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction to, or unauthorized use of the Website. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any advertising, brochures, cover letters, Promotion materials and/or any other information relating to this Promotion or any element thereof, these Official Rules shall govern.

Sponsor and Promotion Entities shall not be liable to entrants, winners or any other person or entity for failure to execute the Promotion, or any element thereof or supply a prize, or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist act, cyber-attack, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike

(whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

**DISPUTES:** THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF TEXAS WITHOUT RESPECT TO CONFLICT OF LAW PRINCIPLES. Entrants are solely responsible for compliance with all applicable laws, rules and regulations including but not limited to tax and similar reporting obligations imposed by the Federal, state and local authorities. As a condition of participating in this Promotion, entrants agree that any and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, and any other disputes that cannot be informally resolved between the parties arising out of or connected with this Promotion or any element thereof shall be resolved individually, *without resort to and waive their rights to claim any form of class action*, exclusively before a neutral one person **arbitration** panel located in Denton, Texas.

**PRIVACY POLICY:** For information about how the Sponsor uses personal information collected in connection with this Promotion, please see its privacy policy, located at <http://www.peterbilt.com/Privacy-Policy.aspx>.

**WINNERS LIST:** To request a copy of the winner list, mail a U.S. sufficiently self-addressed, stamped envelope to be received by May 30, 2014 to: Peterbilt Superfan Promotion Winner, 1700 Woodbrook Street, Denton, TX 76205.

**SPONSOR:** Peterbilt Motors Company, 1700 Woodbrook Street, Denton, TX 76205

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### **Abbreviated Rules**

**No Purchase Necessary.** Open only to legal residents of the 50 U.S. states & Canada (excluding Quebec) 18 or older at time of entry and prize award. Void in Quebec and where prohibited. Promotion begins October 26, 2017 & ends December 23, 2017. For Promotion Entry Periods & requirements, details, limitations & complete Official Rules go to [peterbiltsuperfan@peterbilt.com](mailto:peterbiltsuperfan@peterbilt.com). Sponsor: Peterbilt Motors Company, Denton TX.