

## 2020 OSBORN LAS VEGAS SWEEPSTAKES

### OFFICIAL RULES

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

**OVERVIEW:** These Official Rules apply to the 2020 Osborn Las Vegas Sweepstakes (“Sweepstakes”) offered by Sponsor.

**SPONSOR:** Jason Industries, Inc., 833 East Michigan Avenue, Suite 900, Milwaukee, WI 53202.

**ELIGIBILITY:** To enter a Sweepstakes, you must be a legal U.S. resident physically residing in the 50 United States (includes DC) and, at the time of entry, must be at least twenty-one (21) years of age or older. Employees of Sponsor or its affiliates, sales representatives, agencies, dealers, retailers, wholesalers, distributors, and promotional and other vendor agencies involved in the Sweepstakes, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the immediate family (parent, spouse, sibling, child, grandparent, grandchild, regardless of where they reside) and household members of all such employees, are NOT eligible. Sweepstakes is subject to all federal, state, and local laws and regulations. Void where prohibited or restricted by law.

**SWEEPSTAKES PERIOD:** The Sweepstakes will begin at 12:00 a.m. Central Time (“CT”) on March 1<sup>st</sup>, 2020 and end at 11:59 p.m. CT on September 10th, 2020.

**HOW TO ENTER:** To enter: (1) visit the Sweepstakes website during an Entry Period, and (2) complete and submit the Sweepstakes entry form. **Limit one (1) entry per person.** Upon completing an entry form, you will receive one (1) entry into the Sweepstakes.

Entries that are lost, late, incomplete, illegible, corrupted, mechanically reproduced, falsified, mutilated, damaged, altered or otherwise irregular, misdirected entries or entries not received for any other reason will be judged void and disqualified at Sponsor's sole and absolute discretion. Entries become property of Sponsor and will not be returned.

**PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):** One (1) winner will be randomly selected from among all eligible entries to receive the following:

- Two (2) round-trip, coach-class airfare tickets to Las Vegas, Nevada for winner and one (1) guest to be used between October 29, 2020 and November 1, 2020 (ARV: \$1,200).
- Three (3) nights of hotel accommodations in one (1) standard double-occupancy room (excludes meals, room service, or other incidentals) at a hotel of the Sponsor's choice located in or around Las Vegas, Nevada (ARV: \$600). Winner and guest must use hotel accommodations between October 29, 2020 and November 1, 2020.
- Two (2) Weekend VIP Hospitality Packages, which each includes one (2) ticket to the Dodge NHRA Nationals Presented by Pennzoil to be held October 29, 2020 to November 1, 2020 at the Las Vegas Motor Speedway (ARV: \$500).
- Ground transportation for winner and one (1) guest to and from hotel/airport and to and from hotel/Las Vegas Motor Speedway (ARV: \$200).

Please see below for further prize details. Total ARV of Grand Prize: \$2,500.

***Travel Component Prize Details.*** Sponsor will provide the winner and one (1) guest round-trip, coach-class airfare to and from Las Vegas, Nevada, and hotel accommodations for three (3) nights (one (1) double occupancy room; excludes meals, room service, or other incidentals) at a hotel of the Sponsor's choice in or near Las Vegas, Nevada. If the winner

lives within a 150-mile radius of Las Vegas, Nevada, ground transportation may be provided in lieu of air transportation at the sole discretion of the Sponsor, and no compensation or substitution will be provided for difference in prize value. Sponsor will make the sole determination whether winner's residence is greater than 150 miles away from Las Vegas, Nevada, using its own methods and tools (e.g., maps, GPS, mileage calculator).

Winner and guest must travel together on the same itinerary. Guest must be either (i) at least 21 years of age or older, or (ii) the child or legal ward of the winner. Winner and guest must be able to travel and to use hotel accommodations between October 29, 2020 and November 1, 2020, or the prize may be forfeited at Sponsor's sole discretion. Ground transportation will be provided while in Las Vegas to and from the airport/hotel and the hotel/racetrack. Winner and guest will be responsible for all other ground transportation, including transportation to and from their residence to the local airport and any other excursions taken from the hotel during their three (3) night stay.

Winner and guest must possess any necessary valid travel documents (e.g., valid government-issued photo ID) in order to travel. Air travel will be from a major domestic airport near winner's place of residence, as provided on the Entry form. Sponsor will determine airport, airline, flight itineraries, ground transportation, and hotel accommodations in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of the flight. No refunds or credit for changes are allowed. All other expenses and costs not expressly listed above, including but not limited to meal expense, room service, federal, state, and local taxes, tips, entertainment, and transfers, are the winner's sole responsibility. Travel restrictions may apply.

The actual value of the prize is expected to vary based on the point of origination, airfare fluctuations, and hotel pricing. If the actual value of the travel portion is less than stated, the difference will not be awarded in cash, and no such claim will be honored.

***Additional Prize Details.*** Winning a prize is contingent upon fulfilling all requirements set forth herein. Taxes on prize are the sole responsibility of the winner. Any and all guarantees and warranties for merchandise prizes are subject to the manufacturer's and/or service providers terms and conditions, and winner agrees to look solely to such manufacturers and/or service providers for any warranty or guarantee claim. Prize is non-transferable and no substitution or cash equivalent is allowed except in Sponsor's sole discretion. Sponsor reserves the right to substitute prizes of the same approximate retail value. Because the value of the prize exceeds \$600, winner's social security number or taxpayer I.D. will be required in order to issue a Form 1099-MISC showing prize ARV as income to winner. Prize consists only of items specifically listed as part of the prize. All costs and expenses not specified herein, related to any prize, including but not limited to delivery, installation, service activation fees, sales tax and other expenses incurred by accepting the prize, are the sole responsibility of the winner. Limit one (1) prize awarded in total.

**WINNER SELECTION:** A random drawing from among eligible entries received during the Sweepstakes Period will be conducted on or about September 11, 2020. The odds of winning depend on the number of eligible entries received during the Sweepstakes Period. Winner will be notified by phone, e-mail, or regular mail, in the Sponsor's sole discretion on or about September 11, 2020. Return of prize notification as undeliverable may result in the prize being forfeited, and an alternate winner may be randomly selected from the

remaining eligible entries. If a winner does not respond as directed in the prize notification within five (5) days of notification, he/she may be disqualified in the sole discretion of the Sponsor and an alternate winner randomly selected from the remaining eligible entries. Except where prohibited, affidavit of eligibility, prize acceptance form, tax information, publicity release, and/or mutually acceptable liability releases may be required and, if so, must be returned within the specified time or prize will be forfeited and alternate winner chosen.

**PUBLICITY RELEASE:** Except where prohibited, acceptance of a prize constitutes winner's consent that his or her name, likeness, voice and/or biographical data may be used for advertising and promotional purposes without limitation and without additional notice, compensation, or consent.

**ENTRANTS' AGREEMENT TO ABIDE BY OFFICIAL RULES:** By entering, entrant agrees that s/he has read, accepted and will abide by and be bound by these Official Rules and agrees that any dispute with regard to the conduct of the Sweepstakes, rule interpretation, or the awarding of any prize shall be submitted to Sponsor, whose decision shall be binding and final. The Sweepstakes will be run in accordance with these Official Rules, which shall prevail, govern and control in the event of any inconsistency with any Sweepstakes-related materials.

**RELEASE OF LIABILITY:** By entering, entrant agrees to release and hold harmless Sponsor and its dealers and retailers, affiliates, sales representatives, agencies, wholesalers, distributors and promotional and other vendor agencies involved in the Sweepstakes, their respective parent companies, affiliates, subsidiaries, service agencies, independent contractors, and the officers, directors, employees, agents and representatives of any of the

above organizations (“Releasees”) from any injury, loss or damage to person, including death, or property due in-whole or in-part, directly or indirectly, to the acceptance or use/misuse of any prize, participation in any Sweepstakes-related activity, or participation in the Sweepstakes.

**LIMITATION OF LIABILITY:** Releasees are not responsible for and each entrant releases and holds harmless the Releasees from and against any and all losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with a prize or any portion thereof or the Sweepstakes. Without limiting the generality of the foregoing, the Releasees not responsible for any typographical or other error in the printing of this offer, administration of the sweepstakes or in the announcement of prizes, including erroneous appearance of qualification for a prize, and under no circumstances will more than the stated number of prizes be awarded. Sponsor reserves the right, in its sole and absolute discretion, to modify, cancel, or suspend the Sweepstakes, or to amend the Official Rules at any time, without prior individual notice, should any factor interfere with the administration, security, or proper play of the Sweepstakes as contemplated by these Official Rules. If for any reason Sponsor is prevented from continuing with the Sweepstakes, or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state or local government law, order or regulation, order of any court or jurisdiction, Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without further obligation. If

Sponsor in its discretion elects to so abbreviate the Sweepstakes, Sponsor reserves the right, but not the obligation, to award the prize from among all eligible entries received to date.

The Sweepstakes is intended for viewing in the United States only and shall be construed and evaluated only according to United States law. Do not enter the Sweepstakes if you are not located in the United States. **WARNING: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGE FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY SUCH PERSON FROM THIS AND FUTURE SWEEPSTAKES.**

**DISPUTES REGARDING THE IDENTITY OF ENTRANT:** Entries will be deemed made by the person whose contact information was submitted at the time of entry. In the event of a dispute, the selected entrant may be required to provide proof that s/he is the person identified on the entry form.

**DISPUTES/CHOICE OF LAW:** EXCEPT WHERE PROHIBITED, EACH ENTRANT AGREES THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR IN CONNECTION WITH THIS SWEEPSTAKES, OR ANY PRIZE AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND ANY JUDICIAL PROCEEDING SHALL TAKE PLACE IN A FEDERAL OR STATE COURT IN MILWAUKEE, WISCONSIN, U.S.A; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED,

INCLUDING COSTS ASSOCIATED WITH ENTERING THIS SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS' FEES; AND (3) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM PUNITIVE, INCIDENTAL, AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES, OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES, AND ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL RULES, OR THE RIGHTS AND OBLIGATIONS OF ENTRANT AND THE SPONSOR IN CONNECTION WITH THIS SWEEPSTAKES SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF WISCONSIN, WITHOUT GIVING EFFECT TO ANY CHOICE OF LAW OR CONFLICT OF LAW RULES OR PROVISIONS (WHETHER OF THE STATE OF WISCONSIN OR ANY OTHER JURISDICTION), THAT WOULD CAUSE THE APPLICATION OF THE LAWS OF ANY JURISDICTION OTHER THAN THOSE OF THE STATE OF WISCONSIN.

**PRIVACY:** Personally identifiable information that is submitted by entrants as part of the Sweepstakes will be used to administer the Sweepstakes, select the winner, and fulfill the prizes, and will be treated in accordance with Sponsor's Privacy Policy available at [www.OsbornSweepstakes.com/GrandPrize](http://www.OsbornSweepstakes.com/GrandPrize). At time of entry, entrants will be given the option of receiving future email communications regarding Sponsor's services, incentives, offers, promotions, or other messaging related to Sponsor's products and services. Entrants



who do not select this option will not receive such communications from Sponsor unless the entrant has consented through other means to receiving such communications or has an established business relationship with Sponsor that permits such communications.

**WINNER'S LIST:** For the name of the winner, please send a self-addressed stamped envelope to: Winner's List – 2020 Osborn Las Vegas Sweepstakes, 833 East Michigan Avenue, Suite 900, Milwaukee, WI 53202. Winner's list will be available within two weeks after the conclusion of the Sweepstakes.