

## 2019 Vital MX Dream Bike Contest

Brought to you by Boyesen and American Honda

### OFFICIAL RULES

**Sponsor:** The Contest is sponsored by Boyesen Incorporated. ("Sponsor").

**Promotional Partners:** Vital MX ("Promotional Partner")

**Prize Providers:** ("Prize Provider")

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. ALL FEDERAL, STATE, LOCAL, AND MUNICIPAL LAWS AND REGULATIONS APPLY. INTERNET ACCESS AND A VALID E-MAIL ADDRESS ARE REQUIRED TO ENTER THE CONTEST. VOID WHERE PROHIBITED.**

**Contest Period:** The Vital MX Dream Bike Program begins on March 11th, 2019 at 12:00:01 AM Eastern Standard Time ("EST") and ends on June 30th, 2019 at 11:59:59 PM Eastern Standard Time ("EST") (the "Dream Bike Contest Period").

#### Eligibility:

The "Vital MX Dream Bike" (the "Contest") is open to Canada and United States entries for individuals age eighteen (18) or older as of the date of entry, who have an active e-mail account and Internet access during the Contest Period. Entrants under the legal age of majority in the jurisdiction in which they reside (and at least 18) must have permission from their parents or legal guardians to participate. Employees of Sponsors and its parent company, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Sponsors through an outsourcer or temporary employment agency during the Contest Period, and their respective immediate family members and persons living in their same household, are not eligible to participate in the Contest. Participation in the Contest constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules ("Official Rules"). VOID WHERE PROHIBITED. Subject to all applicable federal, state and local laws.

#### To Enter:

The Vital MX Dream Bike program uses online signup to register for the Contest: Online Entry. Visit [www.vitalmxdreambike.com](http://www.vitalmxdreambike.com) during the Contest Period and fill out the entry form and follow the directions for submitting your information. By submitting a complete entry form at [boyesen.com](http://boyesen.com) you will be entered into the Contest drawing. Only one entry per person, per e-mail address is permitted, regardless of method of entry. Entrants submitting multiple entries or violating any of these Official Rules may be disqualified. No mechanically reproduced mail-in entries are allowed and any use of robotic, automatic, programmed or the like entry methods will void all such entries by such methods.

#### Prize Drawing:

All Contest entries meeting the requirements of these Official Rules will be entered into the prize drawing, to be held the last day of each month in the contest period. The Random Drawing will be held at the Boyesen offices located at 8 Rhoades Rd., Lenhartsville, PA 19534. The winner will be selected at random from among all eligible entries received.

#### Monthly Prize Winner Selection

Each of the 4 months of the Vital MX Dream Bike program, there will be a total of one (1) Monthly Winner ("Monthly Winner") in the Contest determined by a random drawing ("Random Drawing") from among all eligible Entries received in the total Contest Period. The Monthly Random Drawing will take place on or about the end of each month(s) (March, April, May, and June of 2019), or as soon thereafter as reasonably practicable. All decisions of Sponsor are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend on the number of eligible Entries received during the Contest Period.

#### Grand Prize Winner Selection (June only)

Month number 4 (June) there will be a total of one (1) Grand Prize Winner ("Grand Prize Winner") in the Contest determined by a random drawing ("Random Drawing") from among all eligible Entries received in the Contest Period. The Random Drawing will take place on or about June 30th, 2019, or as soon thereafter as reasonably practicable. All decisions of Sponsor are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Odds of winning depend on the number of eligible Entries received during the Contest Period.

#### Prizes and Odds:

The odds of winning a prize depend on the total number of eligible entries received. All decisions of the Sponsor the Promotional Partner, and the Prize Provider are final and binding. All Entries are subject to verification, confirmation and compliance with the Official Rules. Monthly Prizes consist of only those items specifically listed as part of the monthly prize for each Prize Provider. Each Monthly Winner is solely responsible for any and all applicable fees and taxes associated with receipt and use of the Monthly Prizes. Each Grand Prize Winner (Month 4 only) is solely responsible for any and all applicable fees and taxes associated with receipt and use of the Grand Prize. Boyesen will provide the Grand Prize Winner with an IRS Form 1099, if applicable, reflecting the actual final retail value of the custom built 2019 Honda CRF 250R or such other governmental tax forms that may be necessary, as determined in the sole discretion of Boyesen. Any registered trademarks are used for purposes of prize description only and such use is not intended to suggest or imply the sponsorship, endorsement, or the approval of this Contest.

#### Prize Limitations and Restrictions:

LIMIT one entry per person, per email address. Once submission is final, an entry cannot be deleted, canceled or modified. Participants should enter using only an e-mail address subscribed and registered in their name. In the event of a dispute as to Online Entries submitted by multiple individuals using the same e-mail account, subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. If the actual value of the prize is less than the stated ARV (Approximate Retail Value), the difference will not be awarded. All expenses not specifically mentioned herein are not included and are solely the Winner's responsibility. Sponsors and Prize Provider will not replace any lost, mutilated, or stolen prizes. The Sponsor, its Promotional Partners, and Prize Provider will be held harmless for any liability, loss, injury or damage, including, without limitation, personal injury, death or damage to personal or real property, to Entrant or any other person or entity due in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any prize (including any travel or activity related thereto). No cash or other substitution of prize is permitted, except at the sole option of Sponsor for a prize of equal or greater value. Sponsor, and Prize Provider reserve the right to substitute an item in its sole discretion for another item should such item no longer be available at the time of the drawing but in any event the substitution will be of equal or greater value. The Sponsor, and the Prize Provider will not replace any lost, damaged or stolen prizes.

The odds of winning a prize depend on the total number of eligible entries received. No cash or other substitution of prize is permitted, except at the sole option of Sponsors for a prize, of equal or greater value. Sponsors reserves the right to substitute an item in its sole discretion for another item should such item no longer be available at the time of the drawing but in any event the substitution will be of equal or greater value. Sponsors will not replace any lost, damaged or stolen prizes. Winners are solely responsible for any and all federal, state, provincial and local taxes, if any, that apply to prizes.

**Notification of Winners:**

Winners will be notified by e-mail, and may be required to sign and return an affidavit of eligibility and publicity/liability release within seven (7) days of notification. Prizes won by minors will be awarded to the parents or legal guardians, who must sign all required affidavits and releases. If a selected winner cannot be contacted, is ineligible, fails to claim a prize and/or where applicable an affidavit of eligibility and publicity/liability release is not timely received, is incomplete or modified, the prize may be forfeited and an alternate winner selected from remaining valid, eligible entries timely submitted. In the event of a dispute regarding who submitted an entry, the entry will be deemed submitted by the authorized account holder of the e-mail account specified in the entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. By entering the Contest, you agree to be bound by these Official Rules.

The Contest is offered by Boyesen Incorporated, 8 Rhoades Rd., Lenhartsville, PA 19534 which is not responsible for (i) late, lost, delayed, damaged, postage-due, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether by e-mail or postal mail or otherwise; (ii) theft, destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By entering the Contest, you further agree to release, indemnify, defend and hold Sponsors and its parent, affiliates, subsidiaries, directors, officers, employees, Sponsors and agents, including advertising and promotion agencies, and assigns, and any other organizations related to the Contest, harmless, from any and all claims, injuries, damages, expenses or losses to person or property and/or liabilities of any nature that in any way arise from participation in this Contest or acceptance or use of a prize or parts thereof, including, without limitation, (i) any condition caused by events beyond Sponsor's control that may cause the Contest to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential or otherwise) of any kind arising in connection with or as a result of the prize, or acceptance, possession, or use of the prize, or from participation in the Contest; and (iii) any printing or typographical errors in any materials associated with the Contest. Winners agree to be bound by these Official Rules, and Sponsor's decisions in all respects relative to the Contest are final. IN NO EVENT WILL SPONSOR BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SPONSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SPONSOR'S AGGREGATE LIABILITY TO YOU ARISING WITH RESPECT TO THESE OFFICIAL RULES WILL NOT EXCEED \$5. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for each recipient who received a prize/award if the annual aggregate is at least \$600 or more. Winners who are USA residents must complete and submit a W-9 form to receive any prize. The recipient is responsible for any income tax liability and should consult his/her tax advisor for the proper tax treatment of this income on his/her tax return.

**Additional Conditions:**

Except where prohibited, by participating in the Contest and winning any prize, winner consents to the use of his/her name, photo and/or likeness, biographical information, entry and statements attributed to winner (if true) for advertising and promotional purposes, including without limitation, inclusion in Sponsor's newsletters, and on the Sponsor's website located at [www.boyesen.com](http://www.boyesen.com), without additional compensation. All entries become property of Sponsors and none will be acknowledged or returned. Allow up to six (4) to eight (6) weeks for delivery of prize. Sponsors reserves the right, in its sole discretion, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest are compromised, without liability to the entrant. Sponsors reserve the right to disqualify any entrant or winner, as determined by Sponsors, in its sole discretion. The Contest are subject to these Official Rules and all applicable federal, state, provincial and local laws and regulations apply. As stated above, the Contest is void where prohibited or restricted by law. By participating in this Contest, you acknowledge that you have read these Official Rules and agree to abide by them and by the decisions of Sponsors, which are final and binding on all matters pertaining to the Contest. These Official Rules are governed by the law of the State of Pennsylvania, excluding rules governing choice of laws. Any action, suit or case arising out of, or in connection with, this Contest or these Official Rules must be brought in either the federal courts located in the state courts located in Harrisburg, PA.

**Dispute Resolution:**

Except where prohibited, participants agree that: all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any participant(s), Sponsor, Promotional Partners, Administrators, and their respective Prize Provider and Promotional agents shall be governed by and construed exclusively in accordance with the laws of the State of Pennsylvania without giving effect to any principles of conflicts of law of any jurisdiction. Participants agree that any action at law or in equity arising out of or relating to this Contest, or awarding of the Prizes, shall be filed only in the state or federal courts located in the State of Pennsylvania and the participants hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action. Except where prohibited, by participating in this Contest, the participants agree that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or awarding of the prizes, shall be resolved individually, without resort to any form of class action; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest but in no event attorneys' fees; and (c) under no circumstances will any participant be permitted to obtain awards for, and 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. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above may not apply to you.

**Privacy:**

Except as otherwise stated herein or as otherwise agreed by entrant and Sponsors, the information submitted by you in connection with an entry will be used for administering your participation in the Contest and in accordance with the terms and conditions of the Boyesen Privacy Policy.

**Use of Data:**

Sponsor will be collecting personal data about entrants online, and e-mail addresses from entry forms in accordance with its Privacy Policy. By participating in the Contest and providing your e-mail address, entrants hereby acknowledge and agree to Sponsor's collection and usage of their personal information as stated in the Sponsor's Privacy Policy and also agree that Sponsor may share this information with all Promotional Partners and Prize Providers to alert entrants of future Contests and special product offers.

**REQUEST FOR WINNER NAMES AND OFFICIAL RULES:**

**Official Rules by Mail:** For your own copy of the Official Rules, send a self-addressed stamped envelope to Boyesen Incorporated, Lenhartsville, PA 19534, for

receipt by August 10th, 2019.

Please note in the subject line of your correspondence whether you are requesting "Official Rules" or the names of "Prize Winners." Any and all registered names or trademarks used in this Contest are for identification purposes only. All trademarks and registered trademarks are the property of their respective owners, and their use does not signify such owners' approval or endorsement of, or connection with, Sponsor or this Contest. Abbreviated Rules Print Materials: NO PURCHASE NECESSARY TO ENTER OR WIN. Open to legal residents of the fifty (50) United States and District of Columbia and Canada, who are 18 and older (19 or older in AL and NE). Void in AK, FL, HI, NY and RI and where prohibited.

**Sponsored by:** Boyesen Incorporated, Lenhartsville, PA.

**Sponsors Addresses:**  
Boyesen Incorporated  
8 Rhoades Rd.,  
Lenhartsville, PA 19534