

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW.

ELIGIBILITY: The Cholo Softail promotion is open to residents of the USA only. Subject to additional limitations set forth below and specifically outlined on how to win the Harley. The sweepstakes are open to every USA resident, who is at least 18 years of age or older at the time of their entry. You must have a valid driver's license in the state where you reside and show proof of insurance to claim the Harley or the VISA Gift Card.

NOT ELIGIBLE TO WIN: Any owner or employee of Rushbikes.com, Rush Advanced Airbrush Studio, or Rush Motorcycle Collision Specialists.

HOW TO ENTER: NO PURCHASE IS NECESSARY TO ENTER OR TO WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. Participants can purchase *t-shirts, hoodies, or pull overs* at <https://rushbikes.com/apparel>. You do not have to make a purchase to receive a "free entry". If you choose not to purchase one of the options, you may obtain your "free entry" by sending a Self-Addressed, Stamped Envelope, and a \$5.95 cashier's check, or postal money order, and mail it to: Rush Bikes, 22932 Mossy Oaks Rd. Spring, TX 77389. Participants are limited to one entry per day. All entries will have the same chance of winning regardless of whether they are obtained for free or by purchasing a product. Sponsors will not be responsible for incomplete, lost, late, misdirected, stolen, ineligible, garbled or unintelligible entries, or for failure to receive entries due to shipping and handling errors, technical problems, or transmission failures of any kind, including without limitation, the malfunctioning of any network, hardware, or software. Any questions regarding the number of valid entries submitted shall be determined by Rush Advanced Airbrush Studio at their sole discretion. Sponsors reserve the right to disqualify any person(s) who tamper with or abuse any aspect of the Promotion. All entries become the property of Rush Advanced Airbrush Studio, and none will be returned or individually acknowledged. Each entry and Harley registration will bear a unique number. The individual whose name appears on the master list, matching the ticket (pog) drawn shall be declared the sole winner. In no event shall Rush Advanced Airbrush Studio or any Sponsor be responsible for awarding more than one Motorcycle in this Cholo Softail Giveaway sweepstakes program.

THE GRAND PRIZE: One number will be randomly drawn from among all eligible entries received. The Winner will have their choice of receiving a new 2016 Harley valued at \$30,000.00, or a \$25,000.00 VISA Cash Card. The winner is responsible for all applicable Federal, State, and Local taxes and expenses incurred by winning the Harley as further described below. There are no additional warranties on the motorcycle awarded, except as may be provided by the manufacturer or as otherwise required by law. The Winner will be responsible for taking delivery and picking up the Harley at the dealer's location (to be

determined). The “delivery” will be executed at their dealership. Winners will have to pay all “taxes” and delivery costs (State, Local and Federal) at time of delivery.

WINNER NOTIFICATION AND PRIZE DELIVERY: The Grand Prize winner will be notified by telephone and overnight delivery service and will be required to complete and return an Affidavit of Eligibility and Liability and Publicity Release ("Affidavit and Release") no later than January 2nd, 2023, as a condition of receiving the motorcycle. Failure to timely complete, sign and return the Affidavit and Release, or to comply with any term or condition of these Official Rules, will result in winner's disqualification and the forfeiture of their interest in the Harley.

PUBLICITY RELEASE: Except where prohibited. The “winner” constitutes the participant's consent to use, publish, reproduce and for all purposes, including publicity, promotion, and advertising, in any media. This includes without limitation, the Internet, television, or offline promotions. The prize winner's name, city, photograph, likeness, voice, image, each in perpetuity without further compensation, credit or right of review or approval.

ODDS: Because there are a maximum of only 6,000 entrants allowed the odds of winning can be no more than 1 in 6,000.

OFFICIAL RULES: The Official Rules may be obtained by visiting <https://rushbikes.com/softail-heritage/>.

OTHER CONDITIONS: *Rush Advanced Airbrush Studio, Rush Bikes, and Rush Motorcycle Collision Specialists* reserve the right, at their sole discretion, to disqualify any individual implicated in any of the following actions, if for any reason: (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by participants, fraud, technical failures, or any other causes which, in Sponsors' sole opinion, corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion, (b) the Promotion or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of entries per these Official Rules. By entering, participants agree to release and hold harmless all Sponsors, Marcel Resendez, *Rush Advanced Airbrush Studio LLC*, and each of their parent, subsidiary companies, affiliates, divisions, franchisees, suppliers, representatives, consultants, sub-contractors, distributors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies and their officers, directors, employees, shareholders and agents, and each of the ongoing entities' employees, officers, directors, shareholders and agents (collectively the "Released Parties"), from any and all claims, actions, and/or liability for any injuries, death, loss or damage of any kind arising from, or in connection with, participation in, and/or entry into the Promotion or acceptance, delivery or use of the Prize. The Released Parties are not responsible or liable for any incorrect or inaccurate entry information, and assume no responsibility for (i) any error, omission, interruption, defector delay in operation or mission at any web site, (ii) failure of any entry to be received by Sponsors due to technical problems, telephone service problems, human error or traffic

congestion on the Internet or at any web site, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Promotion, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of entries and/or entry information, or (vi) entries which are late, lost, stolen, damaged, illegible, and/or unintelligible or any combination thereof. By entering, participants agree to comply with these Official Rules. Any participants who attempt to tamper with this drawing in any way shall be disqualified. In the event of a dispute as to who submitted an online entry, the entry will be deemed submitted by the Authorized Account Holder of the email address submitted at the time of entry. "Authorized Account Holder" is defined as the natural person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. Additional restrictions may apply.

ARBITRATION / CHOICE OF LAW: Except where prohibited, participants agree that all disputes, claims and causes of action arising out of, or connected with this promotion shall be resolved exclusively by arbitration pursuant to the Rules of the American Arbitration Association. Then effectively all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred by participants regarding this promotion, but in no event, shall attorney fees, punitive, incidental, consequential or other damages be incurred. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and Sponsors in connection with the promotion shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law, rules or provisions whether of the State of Texas, or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than Texas. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. If any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

WINNERS LIST: For the name the Cholo Softail winner, please send a self-addressed, stamped envelope no later than January 2nd, 2023, to: Rush Bikes 22932 Mossy Oaks Rd. Spring, TX 77389