

TRUCK PAC
2021 TRUCK PAC SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE, PAYMENT, OR FINANCIAL CONTRIBUTION IS NECESSARY TO ENTER OR WIN. A PURCHASE, PAYMENT, OR FINANCIAL CONTRIBUTION DOES NOT INCREASE THE CHANCES OF WINNING. DO NOT PARTICIPATE IF YOU DO NOT RESIDE IN THE UNITED STATES OR IF YOU RESIDE IN THE STATES OF TEXAS, GEORGIA OR MINNESOTA. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.

1. SPONSOR: The 2021 Truck PAC Sweepstakes (this “Sweepstakes”) is sponsored by Truck PAC, with its principal address at 430 First Street, SE, Washington, DC 20003 (“Sponsor”). Sponsor is the federal political action committee of the American Trucking Associations with its principal address at 950 North Glebe Road, Arlington, VA 22203.

2. ELIGIBILITY: This Sweepstakes is open to individuals who: (i) are legal residents of the United States., (ii) are of legal age in their state of residence prior to the beginning of the Promotion Period described in Section 4 below and at least 18 years of age, and (iii) completed the entry requirements described in Section 5 below. All federal, state and local laws and regulations regarding the eligibility of participants apply. This Sweepstakes is only open to natural persons and the following are ineligible: corporations, businesses, non-profit organizations, governmental agencies or other entities.

3. AGREEMENT TO RULES: All participation in this Sweepstakes shall be governed by these Official Rules. By participating in the Sweepstakes, each participant fully and unconditionally agrees to be bound to and accepts these Official Rules and any additional terms and conditions specific to the Sweepstakes communicated by Sponsor. By participating, participants further agree to be bound to the decisions of the Sponsor (and its authorized representatives), which are final and binding in all matters. By submitting an Entry (defined below), participants agree to be contacted by Sponsor with Sweepstakes related communications.

4. PROMOTION PERIOD: This Sweepstakes begins on October 1, 2021 at 12:01 a.m., Eastern Time (“ET”) and ends on October 31, 2021 (“Promotion Period”). Sponsor’s clock/server/computer is the official time keeping device for this Sweepstakes. All Entries (defined below) must be received within the Promotion Period. Any attempt to enter the Sweepstakes after the Entry Period has ended will not be accepted. Participants are solely responsible for determining the correct time zone in their respective jurisdictions. Sponsor disclaims all liability or responsibility relating thereto.

5. HOW TO ENTER: No purchase, payment, or financial contribution is necessary to enter or will affect the odds of winning. Each participant may submit a maximum of five (5) entries. During the Promotion Period, each participant may enter the Sweepstakes in one of two ways (every entry will be treated equally regardless of which manner of submission) as set forth below (each, an “Entry”):

a. **Contributions to Sponsor**. All individuals who meet the eligibility requirements provided in Section 2 and contribute a minimum of \$200.00 USD to the Sponsor during the Promotion Period will be entered into the Sweepstakes. Individuals who enter the Sweepstakes

pursuant to this entry method will be deemed to have submitted one (1) Entry per every \$200 USD contributed during the Promotion Period.

b. **By Mail.** All individuals who meet the eligibility requirements provided in Section 2 may submit up to five separate entries via mail by mailing a plain 3x5 notecard with their name, complete mailing address, telephone number, email address and the words “2021 Truck PAC Sweepstakes Entry”. Mail-in entries must be received by October 30, 2021 to be considered for the drawing.

6. **ODDS:** Odds of winning depend on the number of eligible entries received.

7. **WINNER SELECTION**

a. Winner will be selected on or November 3, 2021 (“Selection Date”) by random drawing from all eligible entries received during the Promotion Period. The random drawing will be held at a location to be determined by the Sponsor.

b. The winner will be sent a notification by email within five (5) days of the Selection Date using the email address provided in connection with their Entry. The winner must respond to the notification within five (5) days from the date of the email.

c. If a potential winner does not meet the eligibility requirements or does not respond within five (5) days from the date of the email, Sponsor will award the prize to another randomly selected winner.

d. The decisions of Sponsor are final in all matters relating to this Sweepstakes, including selection of the winner.

8. **PRIZE:** The three winners selected by random drawings will receive one of three prizes. The first place prize is Peloton Bike (monthly membership not included) valued up to \$2,345.00, the second place prize is The Big Green Egg valued at \$2,039.00, and the third place prize is a Louis Vuitton bag valued up to \$2,000.00.

9. **CLAIMING THE PRIZE:** The winner must provide Sponsor with all information required to claim the prize (including tax identification information). The winner shall sign and return to Sponsor a liability release, affidavit of eligibility, and a tax indemnification guarantee (hereinafter collectively referred to as the “Required Documentation”) by a date determined by Sponsor in a form and substance satisfactory to Sponsor in order to be eligible to receive the prize. If (i) any of the Required Documentation is not completed, signed, and returned within the stated time, (ii) the winner is deemed by Sponsor to be ineligible or not to have complied with these Official Rules, or (iii) the winner refuses to accept or fails to claim the prize, then the prize will be forfeited by the winner and an alternate winner may be selected from among all eligible entries timely received, if time permits. The prize will be delivered within thirty (30) days of the winner delivering the signed Required Documentation to Sponsor.

10. **TAXES:** The winner is responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded prize. Furthermore, the winner acknowledges that federal and state law may require that a tax withholding on certain prize values must be collected from the winner upon award or distribution. Federal and state withholding laws are subject to change without notice. The withholding laws in effect at the time the prize is claimed will be

followed, and the winner of the prize may be issued an Internal Revenue Service Form W-2G or Form 1099 by Sponsor (if required), which the winner will be required to sign at a time and place determined by Sponsor in its sole discretion.

11. CANCELLATION; TERMINATION OF SWEEPSTAKES: By choosing to participate in this Sweepstakes, each participant acknowledges and agrees that Sponsor has the right, in its sole discretion, to elect not to proceed with this Sweepstakes for any reason whatsoever or for no reason, and in such event, a participant will not be entitled to any remedy whatsoever.

12. GENERAL

a. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or the Sponsor website; violates the Official Rules, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

b. Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users, human error, tampering, hacking or by any of the equipment or programming associated with or utilized in the Sweepstakes and assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, incompatibility, communications failure, theft, loss or destruction of Entries, nor for the failure to capture Entry or other information. Sponsor is not responsible for injury or damage to participants' or to any other person's computer and/or mobile device related to or resulting from downloading materials from or use of any Website. If, for any reason, the Sweepstakes or any element thereof is not capable of running as planned by reason of, but not limited to, tampering, unauthorized intervention, fraud, force majeure, technical or other failures or errors, or any other causes similar or dissimilar which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes or any element thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes or element thereof and select the winners from non-suspect, eligible entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. In the event of any discrepancy, ambiguity, inconsistency, printing or any other error or miscommunication in any communications, announcements, advertising and/or promotional materials relating to this Sweepstakes, these Official Rules shall govern.

c. Sponsor shall have no responsibility or obligation to a winner who is ineligible for a prize, or is unable to or who does not accept or utilize a prize, for any reason. Prize is awarded "as is" without any express or implied warranty or guarantee from Sponsor, including but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Only the prizes as described herein are available to be awarded; in no event will the Sponsor be responsible for awarding more or different prizes than stated herein. Prize cannot be assigned, transferred, or substituted, except by Sponsor who may, at its sole discretion, substitute a prize or any part thereof with a prize of equal or greater value. Prize is not redeemable for cash; any difference between the actual value and ARV of the prize will not be awarded as cash, or otherwise unless otherwise stated.

13. PUBLICITY RELEASE: By participating in the Sweepstakes or accepting a prize, participants and the winner as applicable grant (and agree to confirm that grant in writing) permission for Sponsor and Sponsor's authorized representatives the right to use their Entry, name, biographical information, likeness, image, voice, and statements for promotion, trade, commercial,

and publicity purposes, for a time of one-year without notice, review, or approval and without additional compensation except where prohibited by law.

14. ADDITIONAL TERMS: In event of dispute as to the identity of the entrant, the Entry will be declared made by the authorized account holder of the e-mail address used to enter the Sweepstakes. “Authorized Account Holder” is defined as the natural person who is assigned to the e-mail address used issued by the service provider responsible for assigning the e-mail address. Any potential winner may be requested to provide Sponsor with proof that such winner is the Authorized Account Holder of the e-mail address used to enter the Promotion. The sufficiency and type of such proof is subject to Sponsor’s sole discretion.

15. FORCE MAJEURE: Sponsor shall not be liable to participants, winners, or any other person or entity for failure to execute the Sweepstakes, or supply a prize or any part thereof, by reason of any act of God; 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; pandemic or other public health emergency; cancellation or delay of any event; or any similar or dissimilar event beyond their reasonable control.

16. DISCLAIMERS: All Entries become the property of Sponsor and will not be acknowledged or returned. Sponsor is not responsible for lost, late, or misdirected email, or telecommunication, hardware, or software failures, including by reason of any bug or computer virus or other failure. Sponsor may cancel, modify, or terminate the Sweepstakes (including winner selection and prize) without prior notice if it is not capable of completion as planned, including by reason of infection of computer virus, tampering, unauthorized intervention, force majeure, or technical difficulties of any kind.

17. WAIVER/LIMITATION OF LIABILITY: BY PARTICIPATING IN THIS SWEEPSTAKES, ENTRANTS AGREE, TO THE FULLEST EXTENT PERMITTED BY LAW, THAT (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZES OR OFFERS AWARDED, SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT WILL ATTORNEY’S FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR ANY OTHER DAMAGES (OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES) AND/OR ANY AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW CERTAIN LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE FOREGOING MAY NOT APPLY TO EVERY ENTRANT.

18. WINNERS LIST: To obtain a list of the winners, send an email to TruckPAC@trucking.org within thirty (30) days of the Selection Date. The email should contain the following phrase in the “subject” field: 2021 Truck PAC Sweepstakes Winner’s List.

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