

## Spring Training with Thor Motor Coach Sweepstakes

**Official Rules – No Purchase Necessary to Enter or Win  
A Purchase Does Not Increase Your Chances of Winning. Open to Legal  
Residents of the 50 United States and D.C., 18 Years of Age or Older and  
Legal Age of Majority. Void Where Prohibited.**

Promotion Summary	
<b>Sponsor:</b>	Thor Motor Coach, Inc., P.O. Box 1486, Elkhart, IN 46515
<b>Promotion</b>	The <b>Spring Training with Thor Motor Coach Sweepstakes</b> described in these Official Rules
<b>Number of Winners:</b>	Five (5)
Prizes to Be Awarded (“Prize”):  Approximate retail value (“ARV”):	<b>Each Prize Winner will receive a Thor Motor Coach baseball tee shirt and a Thor Motor Coach hat.</b>  <b>ARV per Prize: \$56.88 (total ARV for all Prizes: \$284.40)</b>
<b>Entry Period:</b>	The entry period begins at noon Eastern Time on March 9, 2020 and ends at noon Eastern Time on March 13, 2020.
<b>Official Thor Motor Coach Instagram Page</b>	<a href="https://www.instagram.com/ThorMotorCoach/">https://www.instagram.com/ThorMotorCoach/</a>
<b>Hashtag:</b>	#TMCSPRINGSWEEPSTAKES
<b>Prize Drawing Date:</b>	March 17, 2020

These Official Rules (“Official Rules”) govern the Promotion. The Promotion Summary above identifies the Sponsor.

**By participating in this Promotion in any way, you fully and unconditionally agree to and accept these Official Rules and the decisions of Sponsor which are final and binding in all matters relating to the Promotion. Any award of a Prize is contingent upon fulfilling all requirements herein.**

### Eligibility

To be eligible to enter this Promotion, you must, at the time of entry:(a) be a legal resident of the 50 United States or the District of Columbia; (b) be at least 18 years of age and the legal age of majority where you reside; (c) be the owner of an Instagram account (your “Account”); and (d) follow, at all times from your entry through the Prize Drawing Date, the Official Thor Motor Coach Instagram Page with your Account.

Employees, directors, officers, and their immediate families (spouses and siblings, parents and children and their spouses) and household members of Sponsor and its parent company, subsidiaries and affiliates, dealers and distributors and companies involved in the implementation and execution of this Promotion are not eligible.

You are not eligible if you or anyone in your household have been selected as a winner in any other promotion sponsored by Thor Motor Coach within the year before the beginning on the Entry Period.

### **How to Enter**

During the Entry Period, use your Account to visit the Official Thor Motor Coach Instagram Page and submit a comment in response to Thor Motor Coach's post announcing this Promotion using the Hashtag and "mention" (@username) one valid Instagram username belonging to a friend of yours. All entries must otherwise comply with these Official Rules and the Instagram terms of service. You must also follow the Official Thor Motor Coach Instagram Page with your Account at time of entry and until the Prize Drawing Date (see below).

The friend you mention must be a natural person who is over the age of 18 and the age of majority where he/she lives, and must be a personal acquaintance of yours. You may enter an unlimited number of times, but each comment must mention a different friend's Instagram username.

Acknowledgment of receipt of an entry does not constitute any representation as to Promotion eligibility or that the entry is a qualifying entry and merely indicates Sponsor received the applicable entry. Sponsor is not responsible for errors or failures of messages sent or received within any social media platform, including Instagram. Entries that are incomplete or corrupted are void. Sponsor is not liable for misdirected entries.

Note: if Your Account is set to "protected mode", "private" or similar mode, your updates/responses may not be visible to Sponsor and, therefore, will not be received by Sponsor, resulting in your failure to enter the Promotion. Sponsor is not responsible for failure to see or receive an entry. Sponsor, at its sole discretion, may accept a technically incorrect entry.

### **The Prize**

Sponsor will award one (1) Prize to each of five (5) Prize Winners selected at random from all eligible entries (each and collectively the "Prize"). The ARV of the Prize is can be found in the Promotion Summary above.

Your odds of winning depend on the number of qualifying entries received.

Any Prize details not specified above will be determined by Sponsor, in its sole discretion. Sponsor makes no representation or warranty concerning the appearance, safety, or performance of any Prize awarded. Restrictions, conditions, and limitations may apply. Prize Winner may not transfer a Prize, and the Prize Winner must accept the Prize as awarded. No Prize Winner may request cash or a substitute prize; however, Sponsor reserves the right to substitute a Prize (or, if applicable, parts thereof) with another prize of equal or greater value if Sponsor determines, in its sole discretion, a Prize or a component

thereof is unavailable for any reason. The Prize ARV represents Sponsor's good faith and final determination. If the actual Prize value turns out to be less than the stated ARV, the difference will not be awarded in cash.

If you are a Prize Winner, Sponsor will ship your Prize to you at your legal residence within six (6) weeks after the announcement of the winner. Risk of loss passes from Sponsor to Prize Winner upon delivery.

The Prize Winner will be responsible for any and all other applicable taxes, costs, expenses, or fees, including, without limitation, income tax.

### **The Prize Drawing**

Sponsor will conduct the Prize drawing on or about the Prize Drawing Date. Five winning entries will be drawn. The owner of a winning entry will be the **"Potential Winner"**. The Potential Winners will be announced via public post on the Official Thor Motor Coach Instagram Page on or about five (5) days after the Prize Drawing Date. Sponsor will also notify each Potential Winner via a direct message sent to the Instagram Account used by each Potential Winner to submit the winning entry (the **"Notice"**). Each Potential Winner is responsible for monitoring the Account for such private message and for complying with the directions and deadlines set forth therein.

Sponsor shall not be obligated to award a Prize to a Potential Winner unless the Potential Winner accepts and satisfies each of these additional terms and conditions (except to the extent which may be prohibited by law) within ten (10) days from the date Administrator sends the Notice to the Potential Winner (the **"Notice Period"**):

- The Potential Winner must contact Sponsor in the manner specified in the Notice and acknowledge receipt of same;
- The Potential Winner must provide to Administrator proof of eligibility in the form requested by and acceptable to the Sponsor in the Notice or in subsequent communications (which information may include, in the Sponsor's sole discretion, proof: of identity, legal residence, age, Social Security Number, phone number, the Potential Winner's status as the owner of the Instagram Account used in connection with entering the Promotion, a valid email address owned by or assigned to the Potential Winner, and/or the entrant's compliance with these Official Rules;
- If requested by a Promotional Entity, the Potential Winner must complete, sign and return an IRS W-9 form; and
- The Potential Winner must execute and return to Sponsor an affidavit of eligibility in a form provided by Sponsor, which includes a liability release and a publicity release.

If a Potential Winner satisfies these requirements (as determined by Sponsor in its sole judgment), the Potential Winner will be deemed a **"Prize Winner"** and shall be awarded a Prize.

A Potential Winner may be disqualified and an alternate potential winner may be selected from the qualifying entries on the basis of the judging criteria set forth above if Sponsor determines, in its sole discretion: (a) the Potential Winner did not fully and accurately respond to Sponsor within the Notice Period; (b) circumstances indicate that attempts to contact the Potential Winner will be futile; or (c) the Potential Winner has otherwise failed to satisfy the requirements, terms, and conditions set forth in these Official Rules.

### **Privacy**

You understand and agree that any information you submit to Instagram in connection with your entry into this Promotion is being submitted to Sponsor. If you are chosen as a Potential Winner or Prize Winner, certain of your personally identifying information may be disclosed to third parties at least as required by law, including, without limitation, on a winner's list. All personal information submitted as part of the Promotion may be shared by and between Sponsor, each of which will use such information in accordance with their respective independent online privacy policies. You may obtain Sponsor's Privacy Policy at <https://www.thormotorcoach.com/privacy-policy/>.

### **Sponsor's Intellectual Property Rights; Limited License**

All trademarks (including Thor Motor Coach®), logos, trade dress, and service marks ("Marks") displayed on or in connection with the Promotion are the property of Sponsor or their respective holders. You are not permitted to use any of the Marks without the prior written consent of Sponsor or such respective holders. Sponsor is not affiliated with any entity which produces or provides any Prize, unless expressly stated herein. You shall not acquire any rights in the Marks, provided that, once posted, you may share and/or promote your entry and the associated Hashtag on Instagram via Your Instagram Account. All rights not expressly granted are reserved.

### **Your Intellectual Property Rights; Limited License**

You will retain ownership in any original content in the entry you submit as an entry to the Promotion. Upon entering the Promotion via your entry, you agree that Sponsor may share, re-post, and otherwise use the entry and its content (including any photograph and/or text) in any manner permitted by the terms of service of Instagram. Sponsor will not otherwise use original content in your entry for any other purpose (unless you later grant a license to do so) or unless you are selected as the Potential Winner.

If you are selected as a Potential Winner, you grant and hereby do grant to Sponsor and its parent, subsidiary and affiliated companies a perpetual, royalty-free, non-exclusive, and sublicensable license to publish, display, copy, use, alter and distribute your entry (including any text, images and other content therein), edited or unedited, in whole or in part, with or without attribution, in any form or medium (whether known now or hereafter developed and including print materials and Internet communications), in connection with any lawful commercial purpose and for other publicity purposes, without further review, notification, payment or consideration. You further waive all moral rights or other rights of attribution with respect to said entry.

Additionally, if you are selected as a Potential Winner, Sponsor may publish, display, copy, use, alter and distribute the your name, likeness, photograph, voice, opinion, statements, and biographical information, edited or unedited, in any form or medium (whether known now or hereafter developed and including

print materials and Internet communications), in connection with any lawful commercial purpose and for other publicity purposes, without further review, notification, payment or consideration (unless otherwise prohibited by law).

### **Your Representation and Warranties**

You, by entering any entry in the Promotion, represent and warrant that: (a) you and your entry satisfy the eligibility requirements of these Official Rules; (b) you conceived and created any content in the entry; (c) you possess all rights and permissions necessary to enter the entry and grant the licenses herein infringement upon the rights of any third party; and (d) your entry otherwise complies with these Official Rules, the terms of service of Instagram, and all applicable laws.

### **Exclusion of Warranties**

**Sponsor is not responsible for technical or human error or for technical failures which may occur in the administration of the Promotion for any damages to person or property that may be caused, directly or indirectly, by your entry into the Promotion.**

**Each Prize may be subject to a limited warranty provided by its manufacturer. Sponsor does not make, nor in any manner is responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, fitness for a particular purpose, or its condition.**

**TO THE FULLEST EXTENT PERMITTED BY LAW, AND EXCEPT FOR ANY WARRANTY EXPRESSLY MADE HEREIN, SPONSOR MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPONSOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY LIABILITY, CLAIM, LOSS, LOST PROFITS OR DAMAGES UNLESS EXPRESSLY PROVIDED FOR HEREIN.**

### **Limitation of Liability, Indemnification, and Release**

By entering the Promotion, you agree to release, discharge, indemnify, defend, protect, and save Sponsor, Instagram, their respective parent companies, subsidiaries and affiliated companies, and their respective officers, directors, employees and agents (collectively, the “**Released Parties**”) harmless from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses, and disbursements of whatsoever kind and nature (collectively, “**Claims**”) including legal fees and expenses imposed on, incurred by, or asserted against the Released Parties in any way relating to the Promotion; any entry you submit or submitted in relation to the Promotion; and, if awarded a Prize, any Claims arising out of the use and possession of the Prize by you or third parties. Potential Claims include, but are not limited to: (a) Claims as a result of latent or patent defects in a Prize; (b) Claims for infringement of trademark or copyright, contributory infringement, false light, invasion of privacy, portrayal in a false light, defamation, and infringement of any right of publicity; and (c) tort claims of any kind, including claims for injury or damage to property, or injury or death to any person arising out of the your entry in the Promotion, your acceptance, use or possession of a Prize, and/or any publicizing by a Released Party of the award of the Prize to you. You further understand and agree that all rights under

Section 1542 of the Civil Code of California ("Section 1542") and any similar law of any state or territory of the United States that may be applicable with respect to the foregoing release are hereby expressly and forever waived. You acknowledge that Section 1542 provides that: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

### **General Conditions**

Creating your Instagram Account is free. This Promotion is not sponsored by, endorsed by, or otherwise affiliated with Instagram. The Promotion is subject to, and you agree to comply with, the terms and conditions of Instagram and any other service on which it is promoted.

Sponsor's decisions and interpretations on all matters relating to the Promotion and these Official Rules are final and binding in all respects. Sponsor reserves the right to disqualify any entrant or winner and may refuse to award a Prize to a person who Sponsor, in its sole discretion, has determined has violated these Official Rules or is otherwise not eligible. Entries from multiple accounts, multiple identical entries, third party entries, and entries through any sweepstakes service are prohibited. You may not use the Hashtag in connection with a post which does not meet these entry requirements; use false or misleading information in connection with an entry; use automated or robotic means to submit entries; or otherwise violate these Official Rules or the Instagram terms of service in connection with your participation in the Promotion.

Sponsor reserves the right, in its sole discretion, to disqualify and seek damages from any individual who interferes or tampers with the operation of the Promotion, violates these Official Rules, violates the terms of service of Instagram, or otherwise acts in a disruptive or unsportsmanlike manner.

If there is a dispute about the identity of an entrant, Sponsor will award the Prize to the natural person who Sponsor determines to be the owner of the Account used to submit the winning entry. Any Potential Winner may be required to show proof of being the owner of the Account used to submit the entry.

Sponsor's failure to enforce any terms of these Official Rules shall not act as a waiver of that term.

If any provision of these Official Rules shall be held or deemed to be illegal, inoperative, or unenforceable by a court or other tribunal of competent jurisdiction, such provision shall be of no force or effect, but shall not affect any other provisions of these Official Rules, nor render any other provision invalid, inoperative, or unenforceable to any extent whatsoever.

In the event that the operation, security, or administration of the Promotion is impaired in any way, Sponsor may, in its sole discretion: (a) suspend the Promotion in order to address the impairment and resume the Promotion at a later date; or (b) award the Prize from among the qualifying entries received up to the time of the impairment.

You are solely responsible for any charges, fees, or taxes which may be charged by third parties in connection with your participation in the Promotion, including but not limited to data, connection, and Internet services charges. If you opt to use your wireless mobile device in connection with the Promotion, depending on your phone's capabilities, data charges may apply according to the terms and conditions of your service agreement with your wireless carrier.

### **Governing Law and Jurisdiction**

This Promotion is subject to applicable federal, state, and local laws and regulations and is void where prohibited. These Official Rules will be governed by the laws of the State of Indiana (without regard to conflict of law principles). Any proceeding arising out of or relating to the Promotion (including the application, enforcement, and/or construction of these Official Rules) must be brought in a court of competent jurisdiction in Elkhart County, Indiana. By entering into this Promotion, you irrevocably consent and submit to jurisdiction in any such court.

### **Obtaining List of Winners or Copy of Official Rules**

For the name of the Prize Winner or a copy of the Official Rules, please send your request to [web@tmcrv.com](mailto:web@tmcrv.com) and the applicable request and a self-addressed, stamped, #10 envelope to Thor Motor Coach, Inc., P.O. Box 1486, Elkhart, IN 46515 with the name of the Promotion in the "Attn:" line. Requests must be received within one (1) year of the end of the Promotion.

### **Questions**

Persons may e-mail questions concerning the Promotion and the Official Rules to [web@tmcrv.com](mailto:web@tmcrv.com).