



N120 W13934 Freistadt Road
Germantown, WI 53022 USA
www.jwspeaker.com
262.251.6660

J.W. Speaker Corporation's "Journey to Sturgis" Contest

Contest Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Information on how to enter, the prizes and rules for redeeming the prizes form part of the terms and conditions of entry for the Contest. Participation in the Contest is deemed acceptance of these "Official Rules" ("Official Rules") and any other notices referenced herein.

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook ("Facebook") or Instagram ("Instagram") (the "Contest Platforms"). You understand that you are providing your information to the Sponsor (defined below) and not to Facebook or Instagram. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy (see below). Facebook and Instagram are hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Facebook or Instagram. In these Official Rules, the term "you" refers to any person who enters, or who wishes to enter, the Contest.

1. Eligibility: The J.W. Speaker Corporation "Journey to Sturgis Contest" ("Contest") is open only to legal residents of the United States and the District of Columbia who are at least twenty-one (21) years old or older at the time of entry, and who otherwise meet the requirements set out in these Official Rules. Employees of J.W. Speaker Corporation., their parent companies, subsidiaries, affiliates, distributors, prize suppliers and advertising/promotion agencies, as well as the immediate family (spouse, parents, siblings, and children) and household members of those employees are not eligible to enter.

2. Sponsor: The Contest is sponsored by J.W. Speaker Corporation, N120 W19434 Freistadt Rd. PO Box 1011 Germantown, WI 53022 ("Sponsor"). Woobox, 101 E 6th Street Suite 220, Vancouver, WA 98660 is the Administrator ("Administrator").

3. Agreement to Official Rules: By entering, you indicate your full and unconditional agreement to (a) these Official Rules and (b) Sponsor's decisions, which are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth herein.

4. Contest Period: The Contest begins at 12:00 am Central Time ("CT") on Saturday, July 30th, 2016 and ends at 11:59 pm CT on Wednesday, August 10th, 2016 (the "Contest Period"). Sponsor's computer is the official time-keeping device for the Contest.

5. How to Enter the Contest: At any time during the Contest Period, you may participate in the Contest using the following options:

- Facebook: You must have a Facebook account ("Account"). Your Account settings must allow for all of your posts to be public and thus viewable by the Sponsor and its agents. If you do not have an Account, you can create one for free by visiting www.facebook.com. Each Account is subject to the Facebook Terms of Use: <http://facebook.com/policies>.



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To enter, simply post a photo of your journey to Sturgis 2016 on the J.W. Speaker Facebook page and include the hashtag #JWSjourneytoSturgis, during the Contest Period and you will be entered to win. Your Facebook post will be referred to as your Entry ("Entry").

· Instagram: If you don't already follow @jwspeaker on Instagram, visit <http://Instagram.com/jwspeaker> and click on the icon to follow @jwspeaker. Once you are following, post a photo of your journey to Sturgis 2016 and include the hashtag #JWSjourneytoSturgis during the Contest Period and you will be entered to win. Your photo must be published to your own Instagram account during the duration of the campaign. Your post will be referred to as your Entry.

Please see the Submission Requirements for the photos below for additional details. Multiple entrants are not permitted to share the same Facebook or Instagram Account. Your photo must be published to your own Account during the duration of the campaign. Adding the #JWSjourneytoSturgis hashtag to older photos will not qualify them as entries in the contest. Entrants must have permission from all individuals that appear in the Entry (if any) to use their name and likeness in the Submission and to grant the rights set forth herein.

Entries will not be acknowledged. If you attempt to obtain Entry by using multiple/different Accounts, email addresses, identities, registrations or logins, or through other methods, Sponsor may exclude you from participating in the Contest. When you enter, you are providing information to Sponsor. No purchase necessary.

By posting your Entry on Facebook or entering on Instagram, you agree that your Entry conforms to the Submission Requirements as defined below ("Submission Requirements") and that Sponsor, in its sole discretion, may disqualify you from the Contest if it believes that your Entry fails to conform to the Submission Requirements.

IMPORTANT NOTE: Standard text messaging, data and/or other rates apply to participants who submit a Post via a wireless mobile device. Wireless service providers may charge for airtime and/or data in relation to each standard text message sent and received. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

6. Submission Requirements: BY SUBMITTING AN ENTRY, YOU AGREE THAT THE POST (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE PHOTO) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING THE USE OF YOUR ENTRY OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE PHOTO. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

By participating in the Contest, each entrant hereby warrants and represents that any Post he/she submits:

- is original to him/her;
- does not violate any law, statute, ordinance or regulation;
- does not violate the Facebook and/or Instagram terms of use;



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- the account will need to be made public to see the specific hashtag;
- will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor); conduct or other activities in violation of these Rules; and/or any other comment that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor reserves the right, in its sole and absolute discretion, at any time and for any reason to screen any Post(s). Any Post that the Sponsor deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules is subject to disqualification. The Sponsor reserves the right, in its sole and absolute discretion at any time and for any reason, to request an entrant to modify, edit and/or re-submit his or her Post in order to ensure that the Post complies with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Post (and therefore the corresponding Entry and/or the associated entrant).

Limit: Each entrant may post up to six (6) Entries per entry channel per day per Account during the Contest Period. Entries received from any person or Account in excess of the stated limit will be void. Entries generated by script, macro or other automated means are void. Uploading an Entry constitutes entrant's consent to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display, such entries in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Entry. Released Parties (as defined below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Entries; all of which will be void.

7. Winner Determination: On Thursday, August 11th, 2016 at Black Hills Harley-Davidson located at 2820 Harley Dr, Rapid City, SD 57702, a panel of qualified judges determined by Sponsor in its sole discretion will review all eligible entries submitted during the entire Contest Period, and select three (3) potential winners based on the following judging criteria:

- Creativity/Originality



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- Quantity/Quality of Submissions
- Best Depicts the Spirit of Riding

The Entrant with the three highest scores based on the Judging Criteria will be deemed the potential Prize Winners. In the event of any ties, the entrants whose Entries received the highest scores for best depiction of the spirit of riding, as determined by the qualified judges, in their sole discretion, will be deemed the potential winners. Sponsor reserves the right to select fewer than three (3) winners if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries.

8. Sponsor's Rights to Entries: By entering the Contest and submitting an Entry, each entrant: (i) without limiting the Facebook or Instagram Rules, grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry (and each component thereof) in favor of the Sponsor; and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related or other cause of action whatsoever. For greater certainty and the avoidance of any doubt, the Sponsor reserves the right, in its sole and absolute discretion and at any time, to disqualify any Entry (or any component thereof) if a complaint is received with respect to the Entry, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry and/or the associated entrant.

9. Notification and Requirements of Potential Winners: Potential winners will be notified by direct message via the social media channel of their Entry and will be asked to respond to provide their full name, telephone number (including area code), date of birth, mail and/or email address. A potential winner will be required to execute and return to Sponsor a publicity release within five (5) days of date of issuance. If the release is not returned within the specified time period, prize notification is returned as undeliverable, Sponsor is unable to contact a potential winner or a potential winner is not in compliance with these Official Rules, prize will be forfeited and, at Sponsor's discretion, an alternate potential winner may be selected from among all remaining eligible entries received as soon as reasonably possible. Such newly selected potential winner(s) will be notified by email within three (3) business days of the drawing, and will be asked to provide the same information as requested above. Only three (3) alternate entrants will be contacted for each prize. Except where prohibited, potential winners may be required to complete and return an affidavit of eligibility and liability/publicity release. Unclaimed prizes may not be awarded.

10. Prize: Three (3) potential Contest Prize Winners will receive a prize that consists of a J.W. Speaker brand Adaptive Series LED motorcycle headlight and free headlight installation. Available models include the Model 8690 Adaptive Series headlight (4.75" round) and the Model 8790 Adaptive Series (7" round), and come in either black or chrome. Approximate Retail Value ("ARV") of prize: up to \$800. The ARV is



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subject to change based on current market conditions at time of prize fulfillment. Any difference between the ARV and actual value, if any, will not be awarded. Any prize details not specified above will be determined by Sponsor in its sole discretion. A prize may not be transferred and must be accepted as awarded. No requests from Potential Winners for a substitution of prizes will be allowed. Winner may not request cash or a substitute prize; however, Sponsor reserves the right to substitute a prize with another prize of equal or greater value if the prize is not available for any reason. Winner is responsible for all taxes and fees on prizes and expenses, including, without limitation, federal, state and local sales, and income taxes, luxury taxes and any other costs incurred in claiming or using the prize.

11. General Conditions: In the event that the operation, security, or administration of the Contest is impaired in any way, including, but not limited to fraud, virus, or other technical problem, Sponsor may, in its sole discretion, either: (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules; or (b) award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right in its sole discretion to disqualify any individual who tampers with the operation of the Contest, violates these Official Rules, or acts in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure by Sponsor to enforce any term of these Official Rules shall not constitute a waiver of that provision. Proof of sending any communication to Sponsor by mail shall not be deemed proof of receipt of that communication by Sponsor. In the event of a dispute as to the owner of an entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. The Contest is subject to federal, state, and local laws and regulations and is void where prohibited.

12. Release and Limitations of Liability: By participating in the Contest, you agree to release and hold harmless Sponsor, Administrator, the Contest Platforms, their parent company, subsidiaries, affiliates, and their respective officers, directors, employees, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone, or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use of any prize. You further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall the Released Parties be liable for attorney's fees. You waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, compensatory, direct, or indirect damages.



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13. Privacy and Publicity: Any information collected from the Contest shall be used only in a manner consistent with the consent given by the entrants at the time of entry, with these Official Rules, and with the Sponsor's Privacy Policy found at <http://www.jwspeaker.com/terms-of-use/privacy/>. Each entrant expressly agrees to the use of his/her personal information for such purpose.

14. Disputes: You agree that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Wisconsin. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Wisconsin, including its choice of laws provision.

Reference: <http://www.jwspeaker.com/blog/jwsjourneytosturgis/>