

GANATE ESTA MOTO CONTEST OFFICIAL RULES AND ENTRY FORM

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE SHALL NOT IMPROVE YOUR CHANCES OF WINNING.

1. The “Gánate esta Moto” Contest known now on as the “Contest” is offered by Overlanders Xperience known now on as “OX ” and sponsored by Pegatanke USA is solely intended for legal residents of the United States of America (USA), and shall only be construed and evaluated according to U.S. law and applicable state laws, for any legal process only Florida state law are applicables as the contest is intended to be conducted in the legal OX address later on indicated. Do not enter this Contest if you are not located in the USA at the time of entry. By participating, You agree to abide by and be bound by these Official Rules, modifications, addendum and the decisions of OX , which are final and binding in all matters relating to the Contest. Winning the Prize (as defined below) is contingent upon fulfilling all requirements set forth below.
2. ELIGIBILITY: The Contest is open to all legal residents of the USA who are legally eligible to participate at the time of entry and will be referred now on as “You”. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. Void in Puerto Rico, Hawaii, Alaska and where prohibited or restricted by law. For the avoidance of doubt, any references in these Rules to You shall also include the entrant who is deemed the Winner (as defined below). Do not participate if you do not understand all the rules, before participate reach us through provided contact methods if any aclaratly deems necessary.
3. DURATION OF CONTEST: The Contest shall begin at 12:00:01 pm. (Eastern Standard Time “EST”) on (August 16 2023) and shall end at 11:59:59 am EST on (December 8 2023) (“Contest Period”). OX’s computer and time log shall serve as the official time-keeping device for the Contest.
4. HOW TO ENTER. You hereby agree to enter the Contest using one of the following methods, to be indicated by (We could 1) have them check a box at the bottom of the agreement with the selected method before going on, 2) Have them select it within the entry method themselves, i.e. indicate it on the mail or at the time of purchase, 3) have them select an option on their account page, or 4) Any other method of confirmation the client thinks viable. A). Online Method: You shall receive one (1) entry for each \$15 of merchandise purchased (excluding tax and shipping) in The contest online store (each, an “Online Store Entry”) located under the URL www.oxrally.com/store All online entries must be received by 11:59:59 am EST on (December 8 2023) known as “Contest Period”. Proof of entering information at the Website is not considered proof of delivery to or receipt by OX of an entry. OX shall solely recognize entries made through our designated Website, and for purchases made through the Website only at the Website. Entries made by any other individual or any entity, and/or originating at any other web site or email address, including, but not limited to, commercial Contest subscription notification and/or entering service sites, will be declared invalid and disqualified for this Contest. The use of automated

entry devices is prohibited, and no mechanically reproduced entries are allowed; all such entries are void. ANY FRAUDULENT ACTIVITY IN CONNECTION WITH THIS PROMOTION IS STRICTLY PROHIBITED. IT IS FRAUDULENT TO PURCHASE ITEMS TO OBTAIN ENTRIES WITH THE INTENT TO RETURN THESE ITEMS AFTER THE PROMOTION. IF OX IDENTIFIES OR SUSPECTS THAT YOU ARE ENGAGED IN THIS OR ANY OTHER FRAUDULENT ACTIVITY, YOU WILL BE DISQUALIFIED AND BANNED FROM ANY FURTHER SWEEPSTAKES OR PROMOTIONS OFFERED BY OX. B). Mail-in: – During the Contest Period, You can obtain Contest entries by legible hand-printing, on a 3"x 5" card or paper, your full name, complete mailing address, phone number, date of birth, and email address: Mail the card in a #10 business-sized envelope, with proper postage affixed, to: "Gánate esta Moto CONTEST / [328 Fairway Cir Weston FL 33326] (the "Mail-In Entry"). All entries must be received before 11:59:59 am EST on (December 8 2023) know as ("Contest Period". Each mail-in entry received with be worth one (1) Contest entries and is limited a one entry per participant. Requests for confirmation of receipt of mail-in entries shall be acknowledged via email. Mail-in entry card and envelope must be hand printed by You only. In addition, You are not permitted to use any 3rd party organization to assist with the entry process in any way (as determined in good faith by OX). Each Envelope must be mailed individually. Bulk shipments of entries shall not be accepted. 1. C) Entrant's Information. All information submitted by You shall be treated according to OX's Privacy Policy. By participating in the Contest and providing your e-mail address or any other applicable contact information, You hereby agree to OX's collection and usage of your personal information and acknowledge that you have read and accepted OX's Privacy Policy. All required information must be provided to enter and to be eligible to win. Incomplete entries will be disqualified. Released Parties (as defined in Section 5 below) are not responsible for: late, incomplete, incorrect, delayed, garbled, undelivered, misdirected, postage-due entries or mail. Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries become the exclusive property of OX and will not be acknowledged or returned. By participating, you consent for OX to obtain, use, and disclose your name, address and other information for the purpose of administering this Contest and for other purposes as set forth below. MULTIPLE ENTRY FORMATS NOT ACCEPTED. YOU HEREBY AGREE AND UNDERSTAND THAT YOU MANY ONLY ENTER THE CONTEST BY SELECTING EITHER THE ONLINE METHOD OR THE MAIL IN METHOD. BY SELECTING ONE METHOD, YOU SHALL BE PREVENTED FROM THE USE OF THE OTHER METHOD. IF YOU ATTEMPT TO ENTER THE CONTEST BY USING THE METHOD OTHER THAN THE ONE YOU SELECTED, YOU SHALL BE AUTOMATICALLY DISQUALIFIED FROM THE CONTEST.

5. RELEASE AND LIMITATIONS OF LIABILITY: By participating in the Contest, You agree to release and hold harmless OX and its employees, contractors, officers, owners, managers, members, partners, joint-venturers, business partners, subsidiaries, parents, assigns, sponsors, and associated companies and third-parties (collectively, 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: (i) any technical errors that may prevent You from submitting an entry; (ii) unauthorized human intervention in the Contest; (iii) printing errors; (iv) errors in the administration of the Contest or the processing of entries; or (v) injury, death, or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Your participation in the Contest or receipt of the Grand Prize (defined below). Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Released Parties are not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or entry to be received by OX on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to You or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. 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 fees. You hereby waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. For New Jersey Residents: nothing herein bars recovery of damages or attorneys' fees where mandated by statute. Except as expressly provided above, IN NO EVENT SHALL RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND (INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES) ARISING OUT OF PARTICIPATION IN THIS CONTEST OR THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF, OR ANY HARM RESULTING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE. By participating, You release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of a Prize. Released Parties are not liable in the event that any portion of the Contest is cancelled due to weather, fire, strike, acts of war or terrorism, pandemic, or any other condition beyond their control.

6. RELEASE OF CLAIMS (CALIFORNIA): You acknowledge that there is a possibility that, subsequent to your involvement with the Contest and adherence to these Official Rules, You may discover or incur or suffer claims which were unknown or unsuspected at the time agreeing to these Official Rules, and which if known to them at that time may have materially affected Your decision to enter this Contest. You acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, You are assuming any risk of such unknown facts and such unsuspected claims. You acknowledge that they have read these official Rules and, as such, hereby have been advised of the existence of Section

1542 of the California Civil Code, which provides: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would materially affect his or her settlement with the debtor or released party." You expressly waive any and all rights under California Civil Code Section 1542 and under any other federal or state statute or law of similar effect.

7. **GENERAL CONDITIONS:** If for any reason the operation or administration of this Contest is impaired or incapable of running as planned for any reason, including but not limited to (a) infection by computer virus, bugs, (b) tampering, unauthorized intervention, (c) fraud, (d) technical failures, or (e) any other causes beyond the control of the OX which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, OX reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest in whole or in part, at any time, without notice and award the Prizes (defined below) using all non-suspect eligible entries received as of, or after (if applicable) this cancellation, termination, modification or suspension date, or in any manner that is fair and equitable and best conforms to the spirit of these Official Rules. OX reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or OX's Website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, OX RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** Failure by the OX to enforce any provision of these Official Rules shall not constitute a waiver of that provision. In the event of a dispute as to the identity of a Winner based on an email address, the winning entry will be declared by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational, institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.
8. **DRAWING AND NOTIFICATION:** The Prize drawing will be conducted by a member of OX staff, whose decisions are final in all matters relating to this Contest. The drawing will be conducted on or about (December 9 2023). Odds of winning the Prize shall depend on the total number of eligible entries received during the Contest Period. The potential Prize Winner shall be notified by OX via phone, email and/or USPS mail, or other home delivery service of OX's choice. **Fraud Alert –** If you are selected as a potential winner of the Contest, you shall be contacted directly by OX by phone and e-mail at the provided contact numbers. Never provide any credit card, bank information or a payment of any kind as a condition of a prize award. Winners

are never contacted through social media. You can file a complaint with the FTC at www.Reportfraud.ftc.gov or by calling 877- 382-435.

9. PRIZE: One (1) Grand Prize Winner (the "Winner"), Upon the Administrator's confirmation of eligibility, the winner will receive A NEW Motorcycle Brand ITALICA Model Matrix 150cc 2023 as described on the promotions with an approximate retail value ("ARV") of US\$2,000.00 The Winner must travel to Miami FL to take possession of the Prize. Prize to be fulfilled within forty (40) days from Winner's approval. Winner agrees to title the Prize within 15 days after receiving the title. Prize shall be delivered to winner "AS IS." Any upgrades or other options are at the sole expense of the winner. OX does not make, nor in any manner is responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to the vehicle including but not limited to its quality, fitness for purpose or mechanical condition. Winner must have proof of a valid U.S. driver's license from his/her state of residence in the United States to take delivery of Prize; failure to show same may result in prize forfeiture and selection of an alternate winner. All other costs not specifically stated herein as being awarded are the responsibility of the winner. Winner acknowledges that OX has not made nor is in any manner responsible for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize offered in this Contest, including but not limited to its quality, mechanical condition or fitness for a particular purpose. OX reserves the right to substitute a prize with another prize of equal or greater value of the vehicle if announced prize becomes unavailable.
10. PRIZE CONDITIONS: By accepting the Prize, the Winner agrees to release and hold harmless the Released Parties, each of their related companies, and each of their respective officers, directors, employees, shareholders, and agents from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the Prize. The potential Winner must sign and return to OX at (328 Fairway Cir Weston FL 33326), within five (5) days of the date of notice or attempted notice is sent, an Affidavit of Eligibility and Liability/Publicity Release (if U.S. resident) in order to claim the prize. Note: The Affidavit sent to the potential Grand Prize Winner shall require that the Winner provide their Social Security Number to OX , which shall be used solely for tax reporting purposes, and which shall not be retained for any other purpose. The Winner shall be responsible for all local, state, and federal taxes associated with the receipt of the Prize. The Winner must note that the value of their accepted Prize is taxable as income and an IRS Form 1099 will be filed in the name of the Winner for the value of the Prize. Winner is solely responsible for all matters relating to the Prize after it is awarded. If a Prize or Prize notification is returned as unclaimed or undeliverable to a potential Winner, if the potential Winner cannot be reached or does not comply with notification instructions within two (2) business days from the first notification attempt, or if a potential Winner fails to return requisite document(s) within the specified time period, or if a potential Winner is not in compliance with these Official Rules, then such person shall be disqualified and, at OX 's sole discretion, an alternate Winner may be selected. By accepting the Prize, where permitted by law, the Winner grants to the Released Parties and those acting

pursuant to the authority of OX and the Released Parties (which grant will be confirmed in writing upon OX's request), the right to print, publish, broadcast and use worldwide IN ALL MEDIA without limitation at any time their full name, portrait, picture, voice, likeness and/or biographical information for advertising, trade and promotional purposes without further payment or additional consideration, and without review, approval or notification. By participating, You release and agree to hold harmless the Released Parties from any and all liability for any injuries, death or losses or damages to persons or property AS WELL AS CLAIMS/ACTIONS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY that may arise from participating in this Contest or its related activities or the acceptance, possession, use or misuse of, or any harm resulting from the acceptance, possession, use or misuse of the Prize. The Prize Winner also acknowledges that Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prize.

11. DISPUTES: By entering the Contest, You agree that i) Any and all disputes, claims, and causes of action arising out of or connected with the Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action; ii) Any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest but in no event attorneys' fees; and iii) Under no circumstances shall you be permitted to obtain any award for, and you hereby waive all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of You and OX or the Released Parties in connection with the Contest, shall be governed by, and construed in accordance with the laws of the state of Florida. Any legal proceedings arising out of this Contest or relating to these Official Rules shall be instituted only in the federal or state courts of serving Broward County, Florida and You, and the parties consent to jurisdiction therein with respect to any legal proceedings or disputes of whatever nature arising under or relating to these Official Rules. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
12. SEVERABILITY: The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, the other provisions will remain in effect and will be construed as if the invalid or unenforceable provision were not contained herein.

13. MISCELLANEOUS: These Official Rules contain the full and complete understanding with respect to the Contest and supersede all prior and contemporaneous agreements, representations and understandings, whether oral or written. The headings herein are for convenience only, do not constitute a part of these Official Rules, and shall not be deemed to limit or affect any of the provisions hereof. No amendment to, or waiver of, any provision of these Official Rules shall be effective unless in writing and signed by OX . The waiver by OX of any provision of these Official Rules shall not constitute a waiver of any other provision herein. The rights and obligations hereunder may not be assigned by You, whether by operation of law or otherwise, without the prior written consent of OX, and any attempted assignment in violation of the foregoing shall be null and void. These Official Rules shall be binding upon, and inure to the benefit of, the permitted successors and assigns of OX, and You.
14. WINNER LIST REQUEST: The name of the official winner will be announced at www.oxrally.com on or about (December 22 2023) or after the winner has been verified. This Contest is in no way sponsored, endorsed, or administered by, or associated with Instagram, YouTube, Facebook, Google, Apple, or by any prize manufacturer, OX or Participant in this Contest with no implied endorsement. © 2023 OX All rights reserved.