

## Diamondback Bicycles Win and Give Contest Rules and Regulations

1. **Contest Period:** The Contest will consist of one promotional contest period (the "Contest Period") as follows: The Contest Period begins November 28th, 2016 at 4:00 p.m. US/ Pacific Time and ends on December 5th, 2016 at 5:00 p.m. US/ Pacific Time.
2. **Eligibility:** Open only to legal residents of the Continental United States who are 13 years of age or older as of date of entry. Employees and their immediate household or family members of Accell North America, participating Media Outlets, and their affiliates and subsidiaries, and any advertising agencies, prize providers, promotion and delivery contractors and/or public relations companies associated with this Contest, are not eligible to participate. Void where prohibited by law.
3. **How to Enter:** Enter through [www.diamondback.com](http://www.diamondback.com) or log on to the Diamondback Bicycle's Facebook page, during the Contest Period and participate by filling out all fields on the Contest Page. Contest pages may also be linked to or from other contest media sources. All entries must be received by the close of the Contest Period. The computer clock of Sponsor's website administrators is the official and binding in all respects. Winners will be notified by email or direct-message via Facebook (at Sponsor's sole discretion) within 3 to 5 business days of selection. A winner will be disqualified and an alternate winner may be selected by random drawing from among all remaining entries if any of the following occur: (1) a winner does not claim his or her prize within 24 hours of the first notification attempt; (2) a winner does not fulfill the eligibility requirements; (3) a winner does not adhere to the Official Rules; or (4) if the prize notification is returned as undeliverable, refused, or declined. Upon contacting a potential winner and determining that he/she has met all eligibility requirements for the Contest, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individual will be declared a "winner" of the Contest.
4. **Prize Description:** In November 2016, Diamondback Bicycles will conduct a random drawing of all entries between November 28<sup>th</sup> and December 5th, 2016. The prize will consist of a total of 2 of the following: any one (1) of our kids' bikes, excluding the Splinter 24, size to be selected by the winner. All winners are solely responsible for any applicable federal, state and local taxes in connection with the prize. Prize will be shipped to winners based on prize availability which may be postponed up to 120 days from contest end. Prize substitutions are not allowed, and prizes are not transferable. Only Sponsor may elect, at their discretion, to substitute a prize of greater or equal value due to lack of availability for any given reason. All properly claimed prizes will be awarded, but in no event will Sponsors award more prizes than are provided for in these Official Rules.
5. **Odds of Winning:** The odds of winning depend on the number of eligible entries.
6. **Conditions of Entry:**
  - a **Use of Winner's Name:** By entering, each entrant grants permission, without further compensation, to Sponsor, their agents and licensees, to use the entrant's name, address,

voice, photograph, likeness and biographical material in any medium of communication, including but not limited to, print, Internet, radio and/or television for any purpose, including but not limited to marketing or promotional purposes.

b Execution of Affidavit and Release: By entering, each entrant agrees that if selected as a winner, he/she will be required to sign an Affidavit of Eligibility and Release and a Form W9 and to present photo identification. If the winner is a minor (under age 18) these forms must be signed and submitted by the minor's parent or legal guardian. The prize may be forfeited and awarded to another entrant if the winner does not execute and return the prepared form of Affidavit and Release within seven (7) days of the date upon which Sponsors send same to winner.

c Release Sponsor of Liability: By entering, entrants agree to release sponsor, their, subsidiaries, affiliates and advertising agencies, and each of their employees, representatives, contractors, sponsors and advertisers, from any claim, loss, liability, damage or injury of any kind arising from their participation in the Contest or their receipt or use of the Contest prizes. Sponsor assumes no liability for (a) any incorrect or inaccurate entry information, or for any faulty, failed, garbled or jumbled electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; or (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, computers or providers utilized in any aspect of the operation of the Contest.

7. Governing Law: This Contest shall be governed and enforced pursuant to Washington State law, excluding choice of law provisions.
8. Sponsor: Diamondback Bicycles 6004 So. 190th St. Ste. 101; Kent, WA 98032