

Diamondback Bikes Eat My Dust Gravel Scholarship

Official Rules

1. NO PURCHASE NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. SUBJECT TO APPLICABLE FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS. VOID WHERE PROHIBITED.
2. Contest Period: The Diamondback Bikes Eat My Dust Gravel Scholarship (the "Contest") will consist of one promotional contest period (the "Contest Period") as follows: The Contest Period begins October 15, 2021 at 8:00 a.m. US/ Pacific Time and ends on October 31, 2021 at 5:00 p.m. US/ Pacific Time.
3. Eligibility: Subject to the additional restrictions below, the Contest is 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 Alta Cycling Group, LLC ("Sponsor"), 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.
4. How to Enter: Visit www.diamondback.com or by emailing marketing@diamondback.com prior to the expiration of the Contest Period and participate by clicking the "Submit Nomination" button on the homepage. 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. Nominators who have won will be notified by email 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. Multiple entrants are not permitted to share the same email address. All entries become property of Alta Cycling Group, LLC and none will be returned. Maximum one (1) entry per person. Void where prohibited.
5. Entrants' computers must accept cookies, or any successor or similar technology, which may be used for the purpose of entry tracking. Ad blocking software on an entrant's computer needs to be disabled so that it does not interfere with processing an entrant's entry. By entering, each entrant agrees to the terms of the Official Rules and to receive e-mails from Sponsor and its subsidiary companies. Entrants can opt-out of the receipt of such e-mails by following the directions in any email received from Sponsor and/or its subsidiary companies.

6. Prize Description: From October 15-October 31, 2021, Alta Cycling Group, LLC will evaluate nominations received via the website or through email. One (1) winner will be selected by a committee of Alta Cycling employees. The prize (the "Prize(s)") will consist of one (1) Diamondback Haanjo gravel bike, one (1) Nuun hydration package, one (1) Wahoo Kickr Core, a one (1) year membership to Zwift, one (1) Zealios prize package, one (1) pair of Smith sunglasses, one (1) Smith helmet, and one (1) bike kit from Wyn Republic, (1) race entry for a 2022 Lifetime gravel event.
7. All winners are solely responsible for any applicable federal, state and local taxes in connection with the prize. Prize will be shipped to winner 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. If a potential winner is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prize subject to additional terms, conditions, and restrictions as set by Sponsor.
5. Odds of Winning: The odds of winning depend on the number of eligible entries.
6. Winner Acceptance: Winners may waive their right to receive prizes. Prizes are non-assignable and nontransferable. No substitutions allowed by winner. Prizes are not redeemable for cash. Winner is solely responsible for reporting and payment of any taxes on prizes. Winner will be required to comply with any term or condition of these Official Rules, or failure to accept the prize as awarded, may result in a winner's disqualification, the forfeiture of his or her interest in the prize, and the award of the prize to a substitute winner.
7. Except where prohibited, acceptance of any prize constitutes winner's consent to the publication of his or her name, biographical information and likeness by Sponsor in any media for any commercial or promotional purpose, without limitation the Internet, or further compensation. Prizes not won and claimed by eligible winners in accordance with these Official Rules will not be awarded and will remain the property of Sponsor.
8. 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 Participation: By participating, entrants agree to be bound by these Official Rules and the decisions of Sponsor. Sponsor reserves the right to disqualify persons found tampering with or otherwise abusing any aspect of this Contest as solely determined by Sponsor. In the event the Contest is compromised by a virus, non-authorized human intervention, tampering or other causes beyond the reasonable control of Sponsor which corrupts or impairs the administration, security, fairness or proper operation of the Contest, Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Contest. Should the Contest be terminated prior to the stated expiration date, Sponsor reserves the right to award prizes based on the entries received before the termination date. Sponsor will not be responsible for incomplete, lost, late, postage-due, misdirected or illegible entries (either photos or ballots), poor quality photos, or for failure to receive entries or votes or other electronic communications due to transmission failures or technical failures of any kind, including, without limitation, malfunctioning of any network, hardware or software, whether originating with sender or Sponsor. The authorized account holder of the e-mail address submitted at time of entry will be considered the entrant. An "authorized account holder" shall mean the natural person assigned to such e-mail account by the Internet access provider, online service provider, or other organization responsible for assigning e-mail addresses for the domain associated with such e-mail account. A potential winner may be requested to provide proof that he or she is the authorized account holder of the e-mail address associated with a winning entry. In the event of a dispute, all online entries will be deemed to have been submitted by the owner of the ISP account from which they were sent. For these purposes, an ISP account holder shall mean the natural person assigned to such ISP account by the Internet access provider, online service provider or other organization responsible for assigning ISP addresses for the domain associated with such ISP account. Any questions regarding the number of entries or votes submitted by the owner of an ISP account shall be determined by Sponsor in its sole discretion

d 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. SOME JURISDICTIONS DO NOT ALLOW THE

LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES,
SO THE ABOVE MAY NOT APPLY TO YOU.

7. **Governing Law:** Entrant agrees that all matters arising out of or relating to this Contest and these Official Rules are governed by, and construed in accordance with, the laws of the State of Washington, without giving effect to any of its conflict of laws provisions thereof. Entrant further agrees that any legal suit, action, or proceeding arising out of or relating to this Contest and these Official Rules shall be brought exclusively in the applicable federal or state courts located in the State of Washington.
8. **Construction.** 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 such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

Sponsor: Alta Cycling Group, LLC 6004 S. 190th St Suite 101, Kent WA 98032. The decisions of Sponsor regarding the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical, printing or other inadvertent errors in these Official Rules or in other materials relating to the Contest. For confirmation of winner (available after the Contest Period date has lapsed) or a copy of these Official Rules, send a self-addressed, stamped envelope to "Alta Cycling Group, LLC," c/o Diamondback Bikes 6004 S. 190th St Suite 101, Kent WA 98032. If you have any questions regarding this Contest, please contact marketing@diamondback.com and all questions and concerns regarding this Contest shall be directed to the Sponsor.