

Yamaha Motor Corporation, U.S.A.
2023 Yamaha Pulp MX Ride Day Contest Rules

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. CONTEST BEGINS AT 5:00 PM EASTERN TIME ("ET") ON 09/21/23 & ENDS AT 5:00 PM ET ON 09/28/23 (THE "PROMOTION PERIOD").

ELIGIBILITY: THE 2023 YAMAHA PULP MX RIDE DAY CONTEST ("the CONTEST") is open to individual legal residents of the United States (residents of Puerto Rico & other U.S. territories & possessions are excluded), age 18 or older as of the date of entry, except employees (& their immediate families, spouse, parent, child, sibling & their respective spouses, regardless of where they reside) & members of the same household, whether or not related, of Yamaha Motor Corporation, U.S.A. ("SPONSOR"), & its parent, affiliates, subsidiaries, retailers, suppliers, distributors & advertising & promotion agencies. Contest is void in Puerto Rico & U.S. territories & possessions & where prohibited by law & subject to all applicable federal, state & local laws & regulations.

HOW TO ENTER: Entries will be collected via electronic entry by visiting [enter](#) URL

during the Promotion Period where a copy of these rules are available for each entrant to review & keep. Participants must submit either a :30 second-1 minute video story or written story with images that best depict their passion for Yamaha dirt bikes and what the product or Yamaha has done to enhance your life. Participants must also be a Yamaha bLU cRU member. Entries must be received before the CONTEST close deadline (09/28/23 at 5:00PM ET). No incomplete, inaccurate or altered entries or entries that have been generated by script, macro or other automated means will be accepted. All entries become the exclusive property of Sponsor & will not be acknowledged or returned. Limit one (1) sweepstakes entry per person, per household & per email address for the entire Promotion Period. All eligible entries collected during the Promotion Period will be included in the judging. Any video, photo or statement submitted as part of your entry in the Contest (an "Entry Submission") shall automatically be deemed non-confidential. By providing an Entry Submission, you expressly grant Yamaha a royalty-free, perpetual, irrevocable, nonexclusive, worldwide license to use, reproduce, modify, publish, edit, translate, distribute, perform, display, and make derivative works of such material provided in the Entry Submission, in whole or in part, and in any form, media or technology, whether now known or hereafter developed, and further including the unfettered right to sublicense such rights. Entry Submission materials must be entrant's own original work, be in keeping with the Sponsor's image and may not be offensive, as determined by Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third-party rights. Sponsor reserves the right to disqualify any entry it deems to be offensive, inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules, in its sole discretion.

SELECTION OF WINNER: All Entry Submissions received by Sponsor during the Contest Period will be judged by a panel of qualified judges based on the following criteria to determine the top ten (10) entries for access to the Yamaha Pulp MX Ride Day event: originality, creativity, and expression of passion for Yamaha and Motorcycles. Judges' decisions are final and binding on all matters relating to this Contest. Sponsor reserve the right not to award all prizes if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries.

PRIZE & ODDS: Ten (10) winners of the Yamaha Pulp MX Ride Day Contest win entry to the private Pulp MX Ride Day at Spring Creek MX Park in Millville, MN on Saturday, October 14, 2023. Winners are responsible for their own transportation to the event and lodging during the event. Winners will also receive one (1) \$250 bLU cRU Gift Card which will be provided at the event. Winner must be 18 years of age or older and must bring their own Yamaha dirt bike (125cc or larger) to the event. Winner may also bring 1 guest to the event as a spectator only. Guests will not be allowed on track on Saturday, October 14th but can stay for the public ride day on Sunday, October 15th. Sponsor may also, at its sole discretion, provide gift items that would increase the ARV of the total trip value. All other costs related to use or enjoyment of the prize are assumed by winner. Odds of winning depend upon the number of eligible entries received. Sponsor reserves right to substitute prize with one of comparable or greater value, at its sole discretion. No other substitution, cash redemption or transfer of prize permitted. Prize will be awarded "as is" with no warranty or guarantee, either expressed or implied. All federal, state & local taxes, if any, as well as any other costs & expenses associated with the acceptance & use of the prize not specified herein as being awarded are the sole responsibility of winner. All prize details are at the sole discretion of the Sponsor.

VERIFICATION OF WINNER & DELIVERY OF PRIZE: Potential winners will be notified by e-mail or telephone call by Monday, October 2, 2023 and will be required to execute an affidavit of eligibility & liability release & where permitted by law, a publicity release within three (3) days of date of issuance. Prize may be forfeited & awarded to alternate winner if affidavit/release is not returned fully executed within the specified time period, prize notification is returned as undeliverable, Sponsor is not able to contact potential winner within a reasonable time period or potential winner is ineligible or not otherwise in compliance with these Official Rules. By accepting prize, winner agrees to use of his/her name, address (city & state of residence), likeness, &/or prize information for advertising & promotional purposes in any & all mediums now or hereafter known throughout the world in perpetuity without additional compensation, notification or permission, unless prohibited by law.

PRIVACY: When you register to enter the Contest, we collect certain information about you, including your name, complete mailing address, and email address. The information that you provide will be added to a centralized Sponsor database and you will simultaneously be registered for Sponsor's other websites as well. By entering and providing the required registration information, you acknowledge that Sponsor may send you information, samples, or special offers it believes may be of interest to you about its products or other complimentary goods offered by Sponsor. You may unsubscribe from such communications by using the links provided within such communications and you may opt-out of Sponsor's use of your information for marketing purposes as provided in Sponsor's privacy statement which also includes more information about how Sponsor uses the information you provide, see Sponsor's privacy policy at <https://www.yamahamotorsports.com/motorsports/pages/privacy-policy>. IF YOU DO NOT WISH TO SHARE YOUR INFORMATION, PLEASE DO NOT ENTER THIS CONTEST.

GENERAL: Contest will be governed by the internal laws of the State of California. Any & all legal actions or claims arising in connection with this Contest must be brought in a court of competent jurisdiction within the United States of America. Released Parties (as defined below) are not responsible for late, lost, stolen, damaged, garbled, incomplete, inaccurate, undelivered, delayed, or misdirected entries or communications, for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, or jumbled or scrambled transmissions, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices, failed computer, satellite, telephone or cable transmissions, lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by website users, tampering, hacking, or by any equipment or programming associated or utilized in the Contest. Further, Released Parties are not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages. Released Parties are not responsible for errors, malfunctions or problems of any kind relating to or in connection with this Contest, whether computer, network, technical, mechanical, printing, typographical, human or otherwise, including, without limitation, errors, problems or malfunctions which may occur in connection with the administration of the Contest, the processing of entries, the announcement of the prize or in any Contest-related materials. The use of automated software or computer programs to enter the Contest is prohibited & any individual who uses or attempts to use such methods to enter will be disqualified & all associated entries will be void. Released Parties disclaim any liability for injury or damage to participants' or any other person's computer system resulting from participation in, or accessing or downloading information from the website in connection with, this Contest, & Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend this Contest should any virus, bug, technical failures, unauthorized human intervention or other causes corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In the event of any such cancellation, termination or suspension, a notice will be posted & if terminated, Sponsor reserves the right to conduct a random drawing from among all eligible, non-suspect entries received prior to such time to award the prize. Sponsor reserves the right, at its sole discretion, to disqualify any entrant (& all of his or her entries) from this Contest or any other promotion conducted now or in the future by Sponsor or any of its affiliates if he/she tampers with the entry process or if his or her fraud or misconduct affects the integrity of the Contest. ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE

CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right to correct clerical or typographical errors in promotional materials. By participating in this Contest, each entrant (i) accepts & agrees to be bound by the conditions stated in these Official Rules & the decisions of the Sponsor & judges which are final & binding & warrants that he/she is eligible to participate in this Contest; & (ii) agrees to release & hold harmless Sponsor, & their respective parents, affiliates, subsidiaries, retailers, suppliers, distributors & advertising & promotion agencies, & all of their respective directors, employees, officers & agents (collectively, the "Released Parties"), from any & all liability, loss or damages arising from or in connection with the awarding, receipt, &/or use or misuse of prize (including any injury or harm resulting from the use of the prize) or participation in this Contest. In the event of a dispute regarding entries received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the entrant & must comply with these Official Rules. Authorized account subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses.

Sponsor reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Sponsor's opinion, the Contest is not capable of running as planned by reason of any event, contingency or act outside of Sponsor's control, including but not limited to acts of God, fires, earthquakes, hurricanes, floods, windstorms, explosions, riots, natural disasters, natural disasters resulting in utility outages, wars, sabotage, terrorism, strikes, labor disputes, actions of governmental authorities, acts of civil or military authority, or any global or local public health emergency or disease outbreak, pandemic, epidemic, including without limitation COVID-19 or such similar disease, regardless of whether or not reasonably foreseeable.

CAUTION. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL & CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) & OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

WINNER'S NAME: To obtain winner's names (available after 10/6/2023), send a self-addressed, stamped envelope to: THE 2023 YAMAHA PULP MX RIDE DAY CONTEST Winners' Name Request, 3065 Chastain Meadows Parkway, Bldg 100, Marietta, GA 30066. Request must be received by 10/27/23. Winners' names will be sent after selection of winners.

SPONSOR: Yamaha Motor Corporation, U.S.A., 6555 Katella Ave, Cypress, CA 90630.