

## **The Team up Side by Side with TSM Sweepstakes Official Rules**

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER, WIN OR CLAIM A PRIZE. A PURCHASE OR PAYMENT DOES NOT INCREASE YOUR CHANCE OF WINNING.**

**1. Eligibility:** The Team up Side by Side with TSM Sweepstakes (the “Sweepstakes”) is open only to legal residents of the United States (“US”), who are at least 21 years of age at the time of entry and are residents of Alabama, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West Virginia, Wisconsin, Wyoming or the District of Columbia. The Sweepstakes is not valid in Alaska, Florida, Hawaii, Guam, New York, Puerto Rico, US Virgin Islands, or any other location outside the continental US, or wherever prohibited or restricted by law. Employees of Sponsor, its parent companies, subsidiaries, affiliates, distributors, retailers, advertising and promotion agencies, all entities involved with the design or execution of the Sweepstakes, as well as their immediate family (spouse, parents, siblings, children, grandparents, and their respective spouses) and persons living in the same household of each, whether related or not, are not eligible to enter or win. The Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void where prohibited. By entering this Sweepstakes, you represent to Sponsor that you are at least 21 years of age and agree to provide Sponsor with proof of your age upon request.

**2. Agreement to Official Rules:** Participation constitutes entrant’s full and unconditional agreement to these Official Rules (the “Official Rules”) and Sponsor’s decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. Any entrant who violates these Official Rules is subject to disqualification at any time at Sponsor’s sole discretion. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

**3. Sponsor:** Thermal Solutions Manufacturing, Inc., 25 Century Blvd, Suite 210, Nashville, Tennessee 37214.

**4. Sweepstakes Timing:** The Sweepstakes begins on August 14, 2023 at 12:00:01 AM Central Time (“CT”) and ends on December 15, 2023, at 11:59:59 PM CT (the “Sweepstakes Period”). Sponsor’s computer is the official time keeping device for the Sweepstakes. These Official Rules are valid throughout the Sweepstakes Period. After the Sweepstakes Period, no entries will be accepted or deemed eligible to win the Sweepstakes.

### **5. How to Enter the Sweepstakes:**

(a). **Automatic Entry Based on Order Placement:** Entrants who have commercial accounts in good standing with Sponsor and purchase at least \$25,000 worth of products (net order amount of actual product purchases only) in a single order will receive one (1) entry in the Sweepstakes (each an “Order Entry”). Payment for orders is due at the time of purchase unless Sponsor has

approved credit terms for the account. Limit of ten (10) Order Entries per entrant or person. All Order Entries must be received by 11:59:59 PM CT on December 15, 2023. Excludes all orders placed on Fleet Accounts.

(b). **Mail-in Entry:** To enter by postal mail and receive ten (10) Sweepstakes entries, legibly handprint your complete name and your title or position at your business, business name, business address (no P.O. Boxes), business e-mail address, business telephone number, your age and the words “Enter the Team up Side by Side with TSM Sweepstakes!” on a 3” x 5” card or 3” x 5” piece of paper and mail your entry in a handprinted #10 business-size envelope, with proper postage affixed, to: Team up Side by Side with TSM Sweepstakes, 25 Century Blvd, Suite 210, Nashville, TN 37214. Limit one entry per envelope. No mechanically reproduced entries are allowed. All mail-in entries must be postmarked by December 8, 2023 and must be received no later than 11:59:59 PM CT on December 15, 2023. Entrants are not permitted to use any third-party organization to assist with the entry process in any way (as determined by the Sponsor). Each envelope must be mailed individually. Bulk shipments of entries will not be accepted. Limit one (1) mail-in entry per entrant.

(c). **Limit on Entries:** Limit of ten (10) entries per entrant during the Sweepstakes Period by all methods.

**6. Entry Requirements:** All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different identities, addresses, email addresses, phone numbers or any other methods will void that participant’s entries and that participant will be disqualified. Use of any programmed, robotic, automated system, third party or similar methods to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, or misdirected entries, which will be disqualified. For purposes of the Sweepstakes, an entrant’s address and e-mail address will be the entrant’s address and e-mail address at the time of entry. Entrants will not be allowed to change their address or e-mail address.

**7. Winner Selection:** Sponsor will select the potential winner in a random drawing from all eligible entries received prior to the end of the Sweepstakes Period on January 3, 2024, at 1:00 PM CT.

POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION OF ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL RULES AS DETERMINED BY SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION. ALL DECISIONS BY SPONSOR ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.

**8. Prize, Approximate Retail Value (“ARV”), Odds of Winning and Prize Information:**

(a.) **Prize and ARV:** The Prize is a 2023 Polaris Ranger XP 1000 Utility Vehicle or an equivalent brand and model that has an ARV of \$17,899 (the “Prize”). All federal, state, and

local taxes on the ARV are the responsibility of the Winner, and it may be subject to applicable withholding.

(b.) **Odds of Winning:** The odds of winning the Prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period.

(c.) **Restrictions on the Prize:** A total of one Prize will be awarded after the Sweepstakes Period. The Prize is non-assignable and non-transferable. All other expenses associated with acceptance of the Prize not mentioned herein are the sole responsibility of the Winner. No prize substitution or exchange will be allowed, except by Sponsor, who reserves the right to substitute a prize of equal or greater value in Sponsor's sole and absolute discretion. The Prize may be fulfilled by a third-party. The Prize is awarded "As Is" and Sponsor neither makes 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 Prize including, but not limited to, its quality, fitness for purpose or mechanical condition.

(d.) **Redemption of the Prize:** Following verification of eligibility and completion by the potential prize winner of any required documents, the Winner must take delivery of the Prize from the utility vehicle dealership designated by Sponsor at the time designated by Sponsor. Winner understands and agrees that the awarding of the Prize will be videotaped or photographed and the rights to any Prize award video/photo belong solely to the Sponsor and may be used by Sponsor in any media at Sponsor's sole discretion. The preceding does not apply to Tennessee residents. Winner must take delivery of the Prize at the date and time specified by Sponsor which shall be no later than 30 days of notification from Sponsor. Winner agrees to comply with any applicable state titling and registration laws for the Prize within 10 days after receiving the Prize. Winner must have proof of a valid US driver's license from his/her state of residence to take delivery of the Prize and failure to show the same may result in forfeiture of the Prize and selection of an alternate winner. If required, Winner may need to show proof of insurance prior to taking delivery of the Prize. Sponsor shall not be held responsible for any delays in awarding the Prize for any reason. If Sponsor is unable to award the Prize, the Prize may not be re-awarded.

(e.) **Taxes and Expenses Related to the Prize:** THE PRIZE WINNER WILL BE ISSUED A FORM 1099 FOR TAX PURPOSES IN THE AMOUNT OF THE ARV OF THE PRIZE AND MUST SUBMIT HIS/HER/THEIR SOCIAL SECURITY NUMBER, FEDERAL EMPLOYER IDENTIFICATION NUMBER OR OTHER TAXPAYER ID NUMBER AS REQUIRED BY LAW. THE PRIZE WINNER IS SOLELY RESPONSIBLE FOR PAYMENT OF ALL APPLICABLE FEDERAL, STATE AND LOCAL TAXES IMPOSED ON THE ACCEPTANCE OF THE PRIZE, AND PAYMENT OF ANY REQUIRED WITHHOLDING.

The Winner is responsible for all costs and expenses related to the Prize that are not expressly provided for herein, including, but not limited to, title, license, registration, fuel costs, insurance and other fees and expenses required in claiming the Prize, plus applicable taxes along with all other expenses relating to the use of Prize, including any travel and transportation costs associated with collecting the Prize. All other costs not specifically stated herein as being awarded shall be solely the Prize Winner's responsibility.

**9. Verification of Potential Winners:** Decisions made by Sponsor concerning the award of the Prize shall be final and binding. The Prize will only be awarded to a verified winner. Each potential winner will be contacted via email, or at Sponsor's discretion, via telephone or US mail using the entrant's information provided at the time of entry after the random drawing. Sponsor is not responsible for any messages or undelivered communications that are not timely responded to. Before being declared the Prize winner, a potential winner must provide all information required by Sponsor and sign and return the completed and notarized Affidavit of Eligibility / Liability & Publicity Release (except where prohibited) and Tax Acknowledgement ("Affidavit") in order to claim the Prize and any other legal documents that Sponsor may require. The Affidavit must be received by Sponsor within five (5) calendar days of Sponsor's sending the Affidavit in order to claim the Prize. If the potential prize winner is disqualified, declines to accept the Prize, is found to be ineligible or not in compliance with these Official Rules, or fails to return the signed and notarized Affidavit within five (5) calendar days, the Prize may be forfeited, and in the Sponsor's sole discretion, the forfeited Prize may be awarded to an alternate prize winner, selected in a random drawing from among all remaining eligible Sweepstakes entries, as determined by Sponsor in its sole discretion. Upon Prize forfeiture, no compensation will be given.

**10. Publicity:** Participation in the Sweepstakes and acceptance of the Prize constitutes each winner's permission for Sponsor and/or the Sponsor's designee, the perpetual right to use his/her name, address (city and state), biographical information, photograph, picture, portrait, likeness, voice, video, content of entry, and/or statements regarding the Sweepstakes and/or Sponsor for promotional, trade, commercial, advertising and publicity purposes, at any time or times, in all media now known or hereafter discovered, including, but not limited to, live television, worldwide, on the World Wide Web and Internet, without notice, review or approval and without additional compensation, except where prohibited by law.

**11. Release:** BY ENTERING, ENTRANTS AND THE WINNER AGREE TO RELEASE AND HOLD HARMLESS SPONSOR, AND ITS RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, PARTNERS, REPRESENTATIVES, AGENTS, SUPPLIERS, DISTRIBUTORS, MARKETING, ADVERTISING AND PROMOTIONAL AGENCIES, PREDECESSORS, SUCCESSORS, ASSIGNS, AND EACH OF THEIR RESPECTIVE EMPLOYEES, OFFICERS AND MEMBERS, SHAREHOLDERS, AND DIRECTORS (COLLECTIVELY THE "SWEEPSTAKES ENTITIES") FROM ANY AND ALL CLAIMS, EXPENSES, AND LIABILITY, FOR LOSS, HARM, DAMAGE, INJURY, COST OR EXPENSE WHATSOEVER INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH WHICH MAY OCCUR IN CONNECTION WITH PARTICIPATION IN THE SWEEPSTAKES, OR POSSESSION, ACCEPTANCE AND/OR USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, AND FOR ANY CLAIMS BASED ON PUBLICITY RIGHTS, SLANDER, LIBEL, INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF OTHERS, DEFAMATION OR INVASION OF PRIVACY (UNDER INTRUSION, MISAPPROPRIATION, PUBLIC DISCLOSURE OF PRIVATE FACTS, FALSE LIGHT IN THE PUBLIC EYE OR OTHER LEGAL THEORY), AND OR THE BROADCAST, USE OR EXPLOITATION OF ENTRY.

**FOR RESIDENTS OF CALIFORNIA ONLY:** Entrant acknowledges that there is a possibility that, subsequent to their involvement with the Sweepstakes and adherence to these Official Rules may have some claims which were unknown or unsuspected at the time of agreeing to these Official Rules and which are being given up. Entrants acknowledge and agree that by reason of these Official Rules, and the release contained in the preceding subsections, they are assuming any risk of such unknown claims. Entrants acknowledge that they have read these Official Rules and are 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.” Entrants 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.

**12. Limitation of Liability; Disclaimer of Warranties:** ENTRANTS AGREE THAT THE SWEEPSTAKES ENTITIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, AND ALL RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, ARISING OUT OF ACCESS TO AND ENTRY IN THE SWEEPSTAKES OR THE USE OF THE PRIZE, AND DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. IN NO EVENT SHALL THE SWEEPSTAKES ENTITIES’ TOTAL LIABILITY FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED THE VALUE OF ENTRANT’S ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THE SWEEPSTAKES, BUT IN NO EVENT ATTORNEYS’ FEES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES AND ALL PRIZES ARE PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AS PERMITTED BY LAW. THE SWEEPSTAKES ENTITIES ARE NOT RESPONSIBLE FOR ANY TYPOGRAPHICAL OR OTHER ERRORS IN THE MATERIALS CONCERNING THE OFFER OR ADMINISTRATION OF THE SWEEPSTAKES OR THESE OFFICIAL RULES OR IN THE ANNOUNCEMENT OF ANY PRIZE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE SWEEPSTAKES ENTITIES SHALL NOT BE LIABLE FOR ANY INABILITY ON THE PART OF THE WINNER OF THE PRIZE DUE TO WEATHER CONDITIONS, FIRE, NATURAL DISASTER, INDUSTRIAL OR LABOR DISPUTE, PANDEMIC, EPIDEMIC, WAR, TERRORIST ACTIVITY, HOSTILITIES, POLITICAL UNREST, RIOTS, CIVIL COMMOTION, OR ANY OTHER CIRCUMSTANCES BEYOND THE CONTROL OF THE SWEEPSTAKES ENTITIES.

**13. Disputes; Governing Law:** To the fullest extent permitted by law, the parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes, and any controversy or claim arising out of or

relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of Tennessee, City of Nashville. To the fullest extent permitted by law, these Official Rules and all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the State of Delaware. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in the County of Davidson in the State of Tennessee. The parties agree not to raise the defense of forum non conveniens.

**14. Other Conditions:** Sponsor assumes no responsibility for computer system, hardware, software or program malfunctions or other errors, failures, delayed computer transactions or network connections that are human or technical in nature, or for damaged, lost, late, illegible, stolen, incomplete, invalid, unintelligible or misdirected entries; technical, hardware, software, electronic or telephone failures of any kind; lost or unavailable network connections, web site, Internet, or ISP availability; fraudulent, incomplete, garbled or delayed computer transmissions whether caused by Sponsor, the entrants, or by any of the equipment or programming associated with or utilized in the Sweepstakes; or by any technical or human error that may occur in the processing of submissions or downloading, that may limit, delay or prevent an entrant's ability to participate in the Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in the Sweepstakes or downloading any Sweepstakes materials. Sponsor reserves the right, in its sole discretion to cancel, terminate, modify, extend or suspend the Sweepstakes, or any part of it, should any force majeure, virus, bugs, non-authorized human intervention, fraud or other causes beyond Sponsor's control impair the integrity or proper functioning of the Sweepstakes, or corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor may award the Prize from eligible entries received up to time of termination or suspension. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or website, or to be acting in violation of these Official Rules. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning the Prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives. ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**15. Additional Terms:** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including, but not limited to, point of sale, internet, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail. All trademarks, logos and brand names are the property of their respective owners. All company, product and service names used are for identification purposes only. Use of these names, trademarks and brands does not imply endorsement. POLARIS and RANGER are trademarks of Polaris Industries, Inc.

**16. Use of Personal Information:** Please review Sponsor's privacy policy at [www.thermalsolutionsmfg.com/privacypolicy/](http://www.thermalsolutionsmfg.com/privacypolicy/). By entering this Sweepstakes, each entrant expressly consents to the Sponsor, its agents and representatives, collecting, storing, sharing and using the personal information submitted for the purpose of administering the Sweepstakes and in accordance with Sponsor's privacy policy and acknowledge that they have read and accepted Sponsor's privacy policy. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

**NOTICE OF FINANCIAL INCENTIVE FOR CALIFORNIA RESIDENTS:**

If you are a California resident, you have a right to receive this NOTICE OF FINANCIAL INCENTIVE ("Notice"), as defined in the California Consumer Privacy Act of 2018, Civil Code §1798.100, et seq. (the "CCPA"). This Notice is to provide you with information regarding any financial incentive or "price or service difference" that we may provide in exchange for your personal information. The Prize offered under this Sweepstakes may be considered a "financial incentive" under the CCPA. Generally, Sponsor does not assign monetary or other value to personal information. However, in the event Sponsor is required by law to assign such value in the context of the Sweepstakes, Sponsor has valued the personal information collected and used as being equal to the value of the Prize and the calculation of the value, in this case, is based upon a practical and good-faith effort involving the expenses associated with offering the financial incentives. The specific CCPA categories of personal information which may be used for this Sweepstakes are: (i) identifiers such as name, postal address, and email address; (ii) California Civil Code §1798.80(e) customer record information such as name, telephone, and address; (iii) internet or electronic network activity information, such as information about your interaction with our website, conference attendance, and the Sweepstakes; (iv) employment-related information such as your company and job title; and (v) inferences drawn from the foregoing used to create a profile of your preferences.] The personal information provided will be collected, used, and disclosed to administer this Sweepstakes and otherwise as set forth in our Privacy Policy at [www.thermalsolutionsmfg.com/privacypolicy/](http://www.thermalsolutionsmfg.com/privacypolicy/). By registering for and

participating in the Sweepstakes, you are opting in to potentially receiving the financial incentive. You may opt into a financial incentive by following the entry or participation instructions provided, and you have the ability to opt out by not entering the Sweepstakes or submitting a privacy request at: [TSMPrivacy@tsmus.com](mailto:TSMPrivacy@tsmus.com).

**17. Winner's Name:** To obtain the winner's name, mail your request after January 1, 2024 but before January 15, 2024, to: Team up Side by Side with TSM Sweepstakes Winner List, 25 Century Blvd, Suite 210, Nashville, TN 37214.