

2022 BDS HOLIDAY PRIZES SWEEPSTAKES
OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER THE SWEEPSTAKES OR TO WIN THE PRIZE. PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. AS EXPLAINED BELOW, THE RULES REQUIRE THAT DISPUTES ARISING OUT OF OR RELATING TO THIS SWEEPSTAKES BE RESOLVED IN ARBITRATION ON AN INDIVIDUAL BASIS, RATHER THAN BY CLASS ACTIONS OR JURY TRIALS, AND LIMIT YOUR RIGHTS AND REMEDIES IN THE EVENT OF A DISPUTE.

1. SWEEPSTAKES SPONSOR

Fox Factory, Inc. ("**Sponsor**") with its principal executive office at 2055 Sugarloaf Circle, Suite 300, Duluth, GA 30097, is the sole sponsor of the 2022 BDS HOLIDAY PRIZES SWEEPSTAKES ("**Sweepstakes**"). Fox Factory, Inc. is the sole shareholder of ST USA Holding Corp., doing business as BDS. The Sweepstakes is no way sponsored, endorsed, administered by, or associated with, Instagram, Facebook, and Tik Tok.

2. ENTRANT ELIGIBILITY

To be eligible to participate in the Sweepstakes, you must: (i) be a legal resident in one of the fifty (50) United States and the District of Columbia; and (ii) be at least eighteen (18) years of age on the date you submit your entry. Sponsor reserves the right to require evidence of age and residency before any Prize is awarded to you.

Employees, officers, directors, and assigns of Fox, or its parents, subsidiaries, affiliated companies, agents, distributors, dealers, advertising, promotion, and production agencies, (collectively the "**Released Parties**") or members of their respective immediate families (parents, spouse, children, siblings) or individuals residing in their households (whether or not related), and currently sponsored Fox athletes, are not eligible to enter the Sweepstakes or to win the Prize. Void where prohibited. Sweepstakes is subject to all applicable federal, state and local laws.

By participating in this Sweepstakes, you: (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor and by the decisions of Sponsor; (b) agree to be bound by Fox's Privacy Policy located at <https://www.ridefox.com/tos.php?p=privacy> (c) acknowledge compliance with these Official Rules; (d) represent and warrant that you meet all the eligibility criteria set forth in these Official Rules; and (e) agree to comply with any and all applicable federal, state and local laws, rules and regulations.

3. HOW TO ENTER

During the Sweepstakes, you may enter in one of two ways:

- (i) **Purchase:** You may make a purchase at www.bds-suspension.com (the "**Website**"). Every dollar spent on the Website, excluding taxes and shipping fees, is equal to one entry (the "**Entry**" and collectively the "**Entries**").
- (ii) **Online:** To enter without making a purchase, visit <https://blog.sporttruckusainc.com/holiday-sweepstakes-2022/> to complete the online entry form.

Satisfactory completion of an Entry is determined by Fox. All entries must be received by 11:59 PM ET during each Entry Period. If you submit your entry via your wireless phone, message and data rates may apply. There is a limit of Five Thousand Entries per individual and per account. Entrants may only use one email address to enter the Sweepstakes. Entries received from any person or email address in excess of the above-stated limitation will be void. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the Official Rules, as determined within Sponsor’s sole discretion. If you use fraudulent methods or otherwise attempt to circumvent the Official Rules, your entry may be removed from eligibility at the sole discretion of Sponsor. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void entries for any reason, including, but not limited to, the use of bots, macros or scripts or other technical means for entering. In the event of a dispute regarding entries received from multiple users having the same e-mail account, the authorized subscriber of the e-mail account at the time of entry will be deemed to be the entrant and must comply with these Official Rules. Authorized email account subscriber is the natural person who is assigned the e-mail address by the Internet Service Provider (ISP), on-line service provider, or other organization responsible for assigning e-mail addresses.

4. ENTRY PERIOD

You may enter the Sweepstakes beginning **12:00 AM Eastern Time (“ET”) on November 21, 2022 through 11:59 PM ET on December 19, 2022 (“Entry Period”)** and consists of four (4) weekly entry periods (each a **“Weekly Entry Period”**) as outlined in the chart below.

Table 1: Weekly Entry Periods

Weekly Entry Period	Start Date at 12:00 AM ET	End Date at 11:59 PM ET	Drawing Date (on/around)
Week 1	November 21, 2022	November 27, 2022	November 28, 2022
Week 2	November 28, 2022	December 4, 2022	December 5, 2022
Week 3	December 5, 2022	December 11, 2022	December 12, 2022
Week 4	December 12, 2022	December 19, 2022	December 20, 2022

All interpretations of these Official Rules and decisions made by Sponsor relating to the Sweepstakes are final. The Sponsor’s computer is the official timekeeping device for this Sweepstakes. Any entry that is not completed within the corresponding Weekly Entry Period or is otherwise incomplete or ineligible when uploaded within the Entry Period will not be considered.

5. PRIZES

There will be four (4) total prizes awarded in the Sweepstakes, (collectively, the **“Sweepstakes Prizes”**) as outlined in the “Prize” category in the table below (each item individually, a **“Prize”**). Total ARV of all Sweepstakes Prizes is between Three Thousand Six Hundred Fifty Dollars and Four Thousand Seven Hundred Dollars (\$3,650-\$4,700), based on the winner selection. Prizes are non-transferable and no cash redemption or prize substitution is allowed, except at Sponsor’s sole discretion or as provided herein. Sponsor reserves the right to substitute any or all Sweepstakes Prizes, or a portion thereof, for another item of equal or greater value. Sweepstakes Prizes are nontransferable and non-assignable. Sweepstakes Prizes will be awarded only if the potential Sweepstakes Prize winner fully complies with these Official Rules. All details and other restrictions of the Sweepstakes Prizes not specified in these Official Rules will be determined by Sponsor in its sole discretion. The dates for fulfillment of the prizes are subject to change in Sponsor’s sole discretion. **All costs and expenses related to prize acceptance and use not**

specified herein as being awarded shall be the sole responsibility of the winner, including, but not limited to, all federal, state and local taxes, not expressly provided as part of the prize, incurred by the prize winner. Winners of Prizes with a value over \$600 will be issued an IRS 1099 tax form, and information will be reported to the IRS if legally required.

Table 2: Weekly Entry Period Prizes

Weekly Entry Period	Quantity of Prizes Awarded Per Weekly Entry Period	Prize	Approximate Retail Value (“ARV”)
Week 1	1	Custom Yeti Cooler	\$325
Week 2	1	Choice of a \$1,500 cash prize or a \$2,000 BDS merchandise credit	\$1,500 - \$2,000
Week 3	1	Custom Yeti Cooler	\$325
Week 4	1	Choice of a \$1,500 cash prize or a \$2,000 BDS merchandise credit	\$1,500 - \$2,000

6. RANDOM DRAWING AND ODDS OF WINNING

One (1) prize winner per week will be selected by Sponsor in a random drawing on or about the dates listed in Table 1 above from all eligible entries received and combined throughout the Entry Period as described by the Weekly Entry Periods. Odds of winning a prize depend on the number of the total eligible entries received and combined throughout the Weekly Entry Period.

7. SELECTION OF WINNERS

A potential winner will be notified by Sponsor via phone and/or e-mail and will be required to confirm via email his/her full name, address, date of birth, phone number or email address, and social media handle as the case may be, within forty-eight (48) hours from contact, as the case may be, to claim the Sweepstakes Prize. If a potential winner does not confirm his/her contact information as requested within the forty-eight (48) hour time period, then time permitting in Sponsor’s sole discretion, an alternate potential winner may be selected in a random drawing from among all remaining eligible entries received. If a potential winner cannot be reached directly within forty-eight (48) hours from when the phone call is made or email is sent and/or does not meet the eligibility requirements, the potential winner will be disqualified and, time permitting in Sponsor’s sole discretion, an alternate potential winner may be selected in a random drawing from among all remaining eligible entries received. Sponsor reserves the right to require the winner to demonstrate ownership of the Instagram account associated with the winning Entry before the Sweepstakes Prize will be awarded. Potential winners may be required to execute an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release (collectively, “**Prize Claim Documents**”). The winner must email Sponsor at the specified email address with the requested information within three (3) days of receiving the posted notification. Failure to respond, failure to return the documents within the specified time period, Sponsor’s inability to contact a potential prize winner, a potential prize winner not in compliance with the Official Rules, or an inadequate response may result in disqualification and the selection of an alternative winner from among the remaining eligible entries received during the Entry Period, at Sponsor’s sole discretion. Sponsor will send the winner the Prize to the mailing address provided once eligibility requirements are verified.

8. PUBLICITY RELEASE

By participating in the Sweepstakes, the prize winner (i) by acceptance of a prize, except where legally prohibited, grants permission for Sponsor and its designees to use his/her name, address (city and state), photograph, voice and/or other likeness and prize information for advertising, trade and promotional purposes without further compensation, in all media now known or hereafter discovered, worldwide in perpetuity, without notice or review or approval and (ii) grants the right to Sponsor, and its representatives, affiliates, licensees and assigns, to record, film, videotape and photograph the prize winner ("**Images**"). These Images will be owned by Sponsor. Sponsor and each of its designees shall have the right to use, re-use, reproduce, publish, display, exhibit, distribute, edit, adapt, post, stream, copy and exploit such Images, and all elements embodied therein, including any names, likenesses, address, voice, conversation, biographical and prize information and any other attributes of the prize winner, individually or with others, in whole or in part, in conjunction with other material, if any, in any and all media now known or hereafter devised, for the purpose of trade, advertising, publicity, promotion, or a Sweepstakes winner list or any other lawful purpose whatsoever, in perpetuity, throughout the world, without additional compensation, consideration, notification or permission, except where prohibited by law.

9. TAXES

Each prize winner must supply Sponsor with a complete and valid IRS Form W-9 prior to receiving the prize. The value of a prize is taxable to the respective prize winner as income. An IRS Form 1099 will be issued in the name of the prize winner for the actual value of the prize awarded if the aggregate value of the prize awarded to and other compensation received by the winner from Sponsor is \$600 or greater for the calendar year. All federal, state and local taxes, and any other costs and expenses associated with acceptance and/or use of the prize not specifically provided for in these Official Rules are solely each winner's responsibility.

10. LIMITATIONS

Sponsor reserves the right to modify the Sweepstakes or disqualify an entrant if fraud, misconduct or technical failures destroy the integrity of the Sweepstakes as determined by Sponsor in its sole discretion. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR 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.

11. OPERATION OF THE SWEEPSTAKES

Sponsor has the right to disqualify any potential winner if Sponsor determines, in its sole discretion, that the Entry or entrant has not complied with and/or is ineligible under these Official Rules. Sponsor is not responsible for illegible, lost, stolen, late, damaged, incomplete, mutilated or misdirected entries or for any problems or any technical malfunctions related to the electronic submission of Entries or the operation of the Sweepstakes. If all required information is not provided or an Entry is illegible, or technically inaccessible, the entry will be deemed ineligible. Any Entry that does not comply with the Official Rules may be withdrawn, rejected, and deemed ineligible for participation in the Sweepstakes. If, for any reason, the Sweepstakes is not capable

of running as planned, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes.

12. PRIZE CONDITIONS

SWEEPSTAKES PRIZES ARE PROVIDED "AS IS." ENTRANTS ACKNOWLEDGE 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 PRIZES AND ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sweepstakes Prizes pictured in online, television, print advertising, and other Sweepstakes materials are for illustrative purposes only. Arrangements for the fulfillment of the prizes will be made by Sponsor.

13. LIMITATIONS OF LIABILITY

Entrants, by participating in the Sweepstakes, release and agree to hold Sponsor, Instagram, Facebook, Tik Tok, and their respective parents, subsidiaries, affiliates, employees and independent contractors harmless from and against any and all liability, claims or action of any kind whatsoever for any injuries, losses or damages of any kind to persons, including death and bodily injury, and property, relating to or arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Sweepstakes Prize, including participating in this Sweepstakes or in any Sweepstakes-related activity.

Each entrant agrees to indemnify Sponsor from any and all liability resulting or arising from the Sweepstakes and to hereby acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize awarded or the Sweepstakes. Additionally, Sponsor is not responsible for: late, lost, stolen, incomplete, ineligible, misdirected, garbled, damaged, delayed or undelivered Entries; for lost, interrupted, or unavailable network, server, Internet Service Provider (ISP), website, or other connections; unavailability or miscommunications or failed computer, satellite, telephone or cable transmission, lines; technical failure or jumbled, scrambled, delayed, or misdirected transmissions; computer hardware or software malfunctions failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes; any virus contracted by an entrant's computer through participation in the Sweepstakes; any incorrect or inaccurate information, whether caused by computer or Internet malfunction or interference, tampering, or manipulation; weather or natural disaster, acts of war; by any of the equipment or programming associated with or utilized in the Sweepstakes; any error, omission, interruption, deletion, defect or delay in operation; for failed computer, satellite, telephone, wireless or cable transmissions, lines; technical error, theft, destruction or unauthorized access; errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of the prizes; the cancellation or postponement of any Sweepstakes-related event or materials (if applicable); errors or difficulties of any kind whether human, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes; errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the notification of winner, or in any Sweepstakes-related materials; lost, interrupted or inaccessible or unavailable network, server, wireless service, Internet Service Provider, website, or other connections or any combination thereof; incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Sweepstakes.

In the event any event or portion of the prize is unavailable, delayed, postponed or cancelled for any reason, including, but not limited to, any government restriction, public health threat, or similar circumstance associated with the COVID-19 pandemic or its mutations or emerging variations, such portion of the prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Should any portion of the Sweepstakes be, in Sponsor's sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of entries, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. In the event of a termination of the Sweepstakes, a notice will be posted on the Website and, in Sponsor's sole discretion, prize(s) may be awarded to winner(s) to be selected in a random drawing from among all of the remaining uncorrupted applicable eligible entries received prior to any such event. Sponsor expressly reserves the right to delay the announcement of the prize winner for any reason Sponsor deems necessary.

UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO ATTORNEY FEES. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE AWARDED TO ANY INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES. SPONSOR'S FAILURE TO ENFORCE ANY PROVISION IN THESE OFFICIAL RULES WILL NOT BE DEEMED A WAIVER OF ANY TYPE OR ACTIONABLE IN ANY WAY.

14. INDEMNIFICATION

By entering the Sweepstakes, you agree to indemnify, defend, and hold harmless the Sponsor, its parents, subsidiaries and affiliates, and each of their officers, directors, employees, owners, and agents from and against any and all claims, actions, suits or proceedings, as well as any and all losses, liabilities, injuries, damages, costs and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) any false or misleading statement or representation made by you in connection with the Sweepstakes; (ii) any non-compliance by you with these Official Rules; (iii) claims brought by persons or entities arising from or related to your participation in or involvement with the Sweepstakes or misuse or redemption of the Sweepstakes Prizes; (iv) any error in the collection, processing, or retention of any entry information in relation to your entry and participation in the Sweepstakes; (v) in relation to your Entry; and (vi) for any claim including claims based on defamation, publicity rights, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property relate cause of action. Sponsor reserves the right to take exclusive control and defend any such claim otherwise subject to indemnification by you, in which event you will cooperate fully with Sponsor in asserting any available defenses.

15. CHOICE OF LAW AND SEVERABILITY

The Sweepstakes shall be governed by and interpreted under the laws of the State of Georgia without regard to conflict of law provisions. By entering the Sweepstakes, you agree that any disputes, claims, causes of action or controversies arising out of or in connection with this Sweepstakes shall be resolved on an individual basis by the State and Federal courts in Georgia, which shall have sole jurisdiction of any controversy regarding or arising from the Sweepstakes or these Official Rules. Further, you acknowledge and agree that you may only assert claims on

your own behalf and not on behalf of any other person or entity arising from or in connection with this Sweepstakes or these Official Rules.

If any provision of these Official Rules is found to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein.

16. ADDITIONAL RESTRICTIONS

By participating in this Sweepstakes, participants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor, which shall be final and binding in all matters relating to this Sweepstakes. If the prize winner is found to be in violation of any of these Official Rules, he/she will be required to forfeit the prize.

17. ARBITRATION

Except where prohibited by law, as a condition of participating in this Sweepstakes, entrants agree that (i) any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any prize awarded shall be resolved individually, and not as a participant in any class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the entrant; (ii) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (iii) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than entrant's actual out-of-pocket expenses (i.e., costs directly attributable to participating in this Sweepstakes), and entrant further waives all rights to have damages multiplied or otherwise increased.

18. PRIVACY POLICY

All information submitted by entrants is subject to and will be treated in a manner consistent with Sponsor's Privacy Policy. Any personally identifiable information collected during this Sweepstakes will be collected and used by Sponsor for purposes of the proper administration and fulfillment of the Sweepstakes as described in these Official Rules and in accordance with Fox's Privacy Policy as stated at <https://www.ridefox.com/tos.php?p=privacy> and otherwise as allowed by law and these Official Rules. By participating in the Sweepstakes, entrants hereby agree that they have read and accepted the Sponsor's Privacy Policy and agree that Sponsor may collect and use their personal information in compliance with Sponsor's Privacy Policy.

19. LANGUAGE

Sponsor, in its sole discretion, may reproduce these Official Rules in multiple languages. The English version of these Official Rules shall prevail and govern the Sweepstakes in all matters whatsoever.

20. NAMES OF WINNERS

To view the winner list, visit <https://bds-suspension.com/holiday-sweepstakes-2022> between November 28, 2022 and December 31, 2022.