NightRider™ LEDS 2023 Photo & Video Contest Rules

By participating, You (the Contestant) agree to be fully bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of NightRider™ LEDS as final and binding as it relates to the content of this contest.

Entries are accepted online starting April 16, 2023 and ending at 12pm MST on May 31, 2023.

Contest must be entered by submitting your photo using the online form provided at <u>www.contest.nightriderleds.com</u>. To be eligible to win a prize, entry must fulfill all Contest requirements as specified. NightRider™ LEDS reserves the right to disqualify a photo or video entry if it is found that the photo or video does not meet the contest rules and/or shows inappropriate content (family friendly please!), and/or is incriminating in any way.

Each video entry is to be no longer than 60 seconds.

Each eligible photo or video will constitute one single entry.

PRIZES*:

First Prize Video Category: Deluxe Lighting Package (1 x 40" Jet Black Double Row Bar (NJ40), 1 x set of GEN3 LED Headlight Replacement Bulbs, and 1 x set of 6" SAE Fog Lights (NSF02)*

First Prize Photo Category: Deluxe Lighting Package (1 x 40" Jet Black Double Row Bar (NJ40), 1 x set of GEN3 LED Headlight Replacement Bulbs, and 1 x set of 6" SAE Fog Lights (NSF02)*

Second & Third Prizes in Both Categories: 1 x set of GEN3 LED Headlight Replacement Bulbs*

Early Bird Prize Draw: All enries from both categories which were received by the end of April 30, 2023 will be entered into a draw for an 8 Piece Rock Light Kit (NRL-BTRGB-8). Early Bird Draw will be held on May 1st, 2023. The winner will be notified by email.

Odds of winning depend on the number of eligible entries received. *NightRider™ LEDS will allow substitution with different lights within each prize package as long as total value of package remains the same.

You must own all legal rights to submitted photo(s)/video(s). By entering this contest, you represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of NightRider[™] LEDS. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless NightRider[™] LEDS from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which NightRider[™] LEDS may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's rights.

By submitting your photo(s)/video(s), you agree that NightRider [™] LEDS shall have the right where permitted by law to print, publish and use your photo(s)/video(s) in any media now known or hereafter developed, in perpetuity and throughout the world without further compensation, notice or consent.

Winners will be selected by 'most votes' from our NightRider[™] LEDS team. Winners will be notified by email by June 9, 2023. NightRider[™] LEDS shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information.

If Winner cannot be contacted, is ineligible, or fails to claim the prize within 30 days from the time award notification was sent, the prize may be forfeited and an alternate Winner selected. Receipt by Winner of the prize given away in this Contest is conditioned upon compliance with any and all federal, provincial and local laws and regulations.

The Winning Entries will be featured on our social media sites.

By entering, you agree to release and hold harmless NightRider[™] LEDS representatives, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

NghtRider[™] LEDS reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond NightRider[™] LEDS' control corrupt or affect the administration, security, fairness, or proper conduct of the Contest. In such case, NightRider[™] LEDS may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by NightRider[™] LEDS. NightRider[™] LEDS reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry processor the operation of the Campaign or website or violates these Terms & Conditions. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such attempt be made, NightRider[™] LEDS reserves the right to seek damages to the fullest extent permitted by law.

This Contest is governed by the laws of Alberta, Canada without respect to conflict of law doctrines. As a condition of participating in this Contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Edmonton, AB having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest). Participant further waives all rights to have damages multiplied or increased.

This Contest is sponsored by NightRider™ LEDS.

ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (at NightRider™ LEDS' sole discretion) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.