

**BFGoodrich® OnTrail DuckDuck Photo Sweepstakes
OFFICIAL RULES**

NO PURCHASE OR CONSIDERATION NECESSARY TO PARTICIPATE, ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

SPONSOR: Michelin North America, Inc., 1 Parkway South, Greenville, SC 29615.

SWEEPSTAKES ADMINISTRATOR: Votigo, Inc., 1630 30th St. STE A593, Boulder, CO 80301.

SWEEPSTAKES: The BFGoodrich® OnTrail DuckDuck Photo Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on August 25, 2022 and ends at 11:59:59 PM ET on September 5, 2022 (the "Sweepstakes Period").

ELIGIBILITY: The Sweepstakes is open to legal residents of the 50 United States and the District of Columbia who, at time of entry and prize fulfillment (a) are eighteen (18) years of age or older or the age of majority in entrant's state of residence (whichever is greater). Void outside the U.S. and wherever else prohibited by law. Employees of Michelin North America, Inc. (the "Sponsor"), Votigo, Inc. (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state, provincial and local laws and regulations.

HOW TO ENTER: There are three (3) ways to enter the Sweepstakes.

1. **Instagram Method of Entry:** During the Sweepstakes Period, post a photo to Instagram of the BFGoodrich® OnTrail Duck ("Duck") you received at the 2022 Great Smokey Mountain Jeep® Club Invasion and include #BFGOnTrailDuckDuck #Sweepstakes and @bfgoodrichtires to receive one (1) entry into the Sweepstakes ("**Instagram Entry**" or "**Entry**"). In order to receive your free duck at the booth, you must have an account on OnTrail. If you do not have an account, you can create one for free at ontrail.com. Please do not include brands other than BFGoodrich® in your photo. To enter via Instagram, you must have an Instagram

account and have your account settings set to public (not private). An Instagram account can be opened for free by downloading the Instagram application from the Apple store or Google Play or at Instagram.com. Including #BFGOnTrailDuckDuck #Sweepstakes and mentioning @bfgoodrichtires in an Entry during the Sweepstakes Period constitutes your agreement to these Official Rules.

2. **Twitter Method of Entry:** During the Sweepstakes Period, tweet of the BFGoodrich® OnTrail Duck you received at the 2022 Great Smokey Mountain Jeep® Club Invasion and include #BFGOnTrailDuckDuck #Sweepstakes and @bfgoodrichtires to receive one (1) entry into the Sweepstakes (the “Twitter Entry” or “Entry”). In order to receive your free duck at the booth, you must have an account on OnTrail. If you do not have an account, you can create one for free at ontrail.com. You must have a Twitter account to enter via Twitter. If you do not have a Twitter account, and you would like to create one for free, visit <http://twitter.com>. Including #BFGOnTrailDuckDuck #Sweepstakes and mentioning @bfgoodrichtires in an Entry during the Sweepstakes Period constitutes your agreement to these Official Rules.
3. **Website Method of Entry:** During the Sweepstakes Period, visit <https://www.ontrail.com/> (“Website”) and follow all entry instructions to complete the entry form, including submitting an original photo of the BFGoodrich® OnTrail Duck you received at the 2022 Great Smokey Mountain Jeep® Club Invasion to receive one (1) entry into the Sweepstakes (the “Entry”). In order to receive your free duck at the booth, you must have an account on OnTrail. If you do not have an account, you can create one for free at ontrail.com. Please do not include brands other than BFGoodrich® in your photo.

Alternatively, if you are unable to attend the 2022 Great Smokey Mountain Jeep® Club Invasion in person, or unable to receive a free BFGoodrich® OnTrail Duck at the event, you can download or print an image of a Duck at <https://binkd.co/BFGontrail> and use the downloaded or printed image to complete an Instagram, Twitter or Website method of entry following the instructions above.

Entries must be received between 12:00:01 AM Eastern Time (“ET”) on August 25, 2022 and 11:59:59 PM ET on September 5, 2022. Entrants are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy, which can be found at <https://www.ontrail.com/on-trail/legal/privacyandcookienotice/>.

You may enter more than once, but each Entry must be unique. All entries become the property of the Sponsor and will not be acknowledged or returned.

Entries may be posted to a public gallery within the Sweepstakes Website (the “Sweepstakes Gallery”). The Sponsor will review all submitted Entries prior to such Entries being published and reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Entry that violates these Official Rules without any notification or warning. Posting to the Sweepstakes Gallery does not indicate the Entry has complied with the Official Rules. Sponsor reserves the right to post sample Photos it has created in connection with the Sweepstakes. Sponsor does not guarantee the posting of any Entry.

ENTRY REQUIREMENTS & CONDITIONS: All Entries must comply with the following minimum guidelines to be eligible:

- If individuals other than the Entrant appear in the Photo, Entrant must have permission for the individual and be able to show proof of permission upon request. If Photo features a minor under the age of majority in his/her state or province of residence, you must obtain written permission from the minor’s legal guardian.
- Photos must conform to the format and size requirements and limitations of the Sweepstakes Website, Instagram or Twitter depending on the method of entry.
- Photo cannot contain content that is irrelevant to the purpose of the Sweepstakes.
- Once a Photo has been submitted, it cannot be modified or deleted by Entrant.
- By submitting a Photo taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Photo from the photographer.
- Photo must not contain content that is known by you to be false, inaccurate or misleading.
- Any Photo deemed inappropriate or unsuitable, in Sponsor’s sole discretion, will be disqualified. Photo must not contain material that is inappropriate, indecent (including, but not limited to, nudity, or pornography), profane, obscene, hateful, tortious, defamatory, slanderous, libelous (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group), violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), or illegal (e.g., underage drinking, substance abuse, computer hacking, etc.).
- No Photos containing or depicting unsafe or potentially harmful activities, as determined by the Sponsor in its sole discretion, may be submitted.
- The Photo must not contain or depict material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination, including without limitation, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. The Photo must not contain or depict material that is threatening to any person, place, business, group, or world peace or contain words or symbols that

- are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group.
- The Photo must not contain any content that infringes or may infringe third party rights, including, without limitation, any copyright, name, trademark, logo, trade dress, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to corporate logos other than BFGoodrich®, brand names, charities, slogans, political, or religious statements), or be otherwise objectionable. Without limiting the generality of the foregoing, publicly displayed and publicly accessible Sponsor content, materials, or products are permitted to be displayed in Entries submitted for this Sweepstakes.
 - Photos must not include music protected by a copyright (but including music that you own or have the rights to use is permitted).
 - Photo must not include any representation of celebrities, athletes, musicians, or any other third-party (public or private), include any anti-social, political or religious groups, any commercial solicitation or promotional materials or name, address, phone number, or URL address. Entries must not contain advertisements, personal solicitations or commercial solicitations.
 - All submitted Photos must be in keeping with Sponsor's image as determined by Sponsor, in its sole discretion, or entry will be disqualified from the Sweepstakes. The Photo must not disparage persons or organizations associated with Sponsor.
 - Photos must not depict reference any of Sponsor's competitors or competitor's products.
 - Photo must not have been submitted previously in a giveaway or promotion of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Photo, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry or Photo.

By submitting an Entry, Entrant warrants and represents that: (a) Entry and Photo do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from any person who may appear in the Photo; (c) Entrant owns all rights to the Photo, including without limitation, copyrights, and has received prior written permission from a third party if any Photo was photoed by someone other than the Entrant him/herself; and (d)

Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

ENTRIES POSTED TO THE SWEEPSTAKES WEBSITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER

PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Grand Prize: There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive a gift certificate redeemable for a set of Five (5) BFGoodrich® ALL-TERRAIN T/A® KO2, or MUD-TERRAIN T/A® KM3, or G-FORCE™ COMP-2™, or G-FORCE™ COMP-2 A/S PLUS, up to 37 inch Overall Diameters. **The ARV of the Grand Prize: \$3,300**

Odds of winning will depend upon the total number of eligible entries received.

RANDOM DRAWING: On or about September 6, 2022, the winner will be selected in a random drawing from among all eligible entries received. The random drawing will be conducted by the Sweepstakes Administrator.

WINNER NOTIFICATION & VERIFICATION:

Grand Prize: Potential Grand Prize winner will be notified via email, Instagram Direct Message or Twitter Direct Message depending on the method of entry and will be required to sign and return, within seven (7) days of notification, an Affidavit of Eligibility, a Liability Waiver, and where allowable, a Publicity Release (collectively, "the Releases"), and will be required to respond within seven (7) days of notification. Noncompliance will result in disqualification and an alternate winner will be selected.

Grand Prize winner will be required to complete and return an IRS W-9 Form and furnish his/her Social Security Number for the sole purpose of tax reporting, as required by law. Noncompliance will result in disqualification and an alternate winner may be selected.

If a prize notification or prize is returned as undeliverable, or if winner is found to be ineligible or not in compliance with these rules that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing. If Sponsor is unable to determine and verify a potential winner after

repeated alternate drawings or if Sponsor fails to receive a sufficient number of entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

PRIZE CONDITIONS: Prizes are not redeemable for cash. Prizes are not assignable nor transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Grand Prize Winners are responsible for all federal, state, provincial, local and income taxes associated with winning prize. Grand Prize winner will be required to furnish his/her social security number for the sole purpose of preparation of any tax forms as required by law.

Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

GENERAL: Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i)

lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING,

RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

LEGAL WARNING: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of South Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

DISPUTES: The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to

seek injunctive or equitable relief in the state and federal courts in Greenville County, South Carolina and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Greenville County, South Carolina. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Greenville County, South Carolina. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

PRIVACY: As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner's list. Personal information collected from entrants are subject to the Sponsor's Privacy Policy, which can be found at <https://www.ontrail.com/on-trail/legal/privacyandcookienotice/>.

WINNER CONFIRMATION REQUEST: For the name of the winner, available after October 15, 2022 for a period of at least 30 days, send an email with the subject "The BFGoodrich® OnTrail DuckDuck Photo Sweepstakes Winner's List" to winners@votigo.com.

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