

CONTEST RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN.

The Contest is open to legal residents of Monroe, McMinn, Blount and Loudon County, TN, who are 4 years of age to 14 years of age as of the date of entry.

Entries will be accepted beginning August 21st thru November 27th, 2023, by e-mail to jackkewest@noverhed.com (preferred), by regular mail to 180 Henry Drive, Loudon, TN 37774, or in person to any employee of Noverhed, Inc.

PLEASE REVIEW THESE OFFICIAL RULES BEFORE ENTERING THE CONTEST. ENTRANTS MUST OBTAIN THE CONSENT OF A PARENT OR LEGAL GUARDIAN BEFORE ENTERING THE CONTEST. ENTRY TO THE CONTEST IS FREE AND NO PAYMENT OR PURCHASE IS NECESSARY TO ENTER OR WIN. RELEASE MUST BE SIGNED TO BE ELIGIBLE.

SECTION A - SPECIFIC TERMS FOR THIS CONTEST

Sponsor. The Bicycle Contest (the "Contest") is a contest for children between the ages of 4 and 12 years that is sponsored by Noverhed, Inc. 180 Henry Drive, Loudon, TN 37774, USA ("Sponsor"). The Contest is governed by these Rules. For any questions regarding the Contest, the Sponsor may be contacted by email at jackkewest@noverhed.com or by mail at the address listed above.

Overview: Object of the Contest. The object of the Contest is to create an essay on why the entrant wants or needs to win a bicycle for Christmas.

Size Eligibility - In general, the size that's right for your child depends on their age and height. The Contest is divided into age/size groups to insure a level of fairness. Age and height help to determine a size bracket. The groups are divided by size category.

The size indicated on the Contest form will be the size awarded, no exceptions.

- > Height: 3' 5" - 4' 0" Inseam: 16" - 22" are eligible to win Wheel/bike size: 16";
- > Height: 3' 9" - 4' 6" Inseam: 19" - 25" are eligible to win Wheel/bike size: 20";
- > Height: 4' 6" - 4' 8" Inseam: 25" - 28" are eligible to win Wheel/bike size: 26";
- > Height taller than 4' 8" to are eligible to win a 26" bicycle.

Winner Selection. There will be a total of 10 contest Winners. The winner(s) will be selected on November 30, 2023, and Sponsor will announce the winner(s) on December 4th, 2023. Each winner will be awarded only the prize(s) for which that winner was selected, as described below.

Prize(s). The prize(s) to be awarded in the Contest is/are as follows: Two Grand Prize winners in category for the 16" Bicycle will receive: a. Gift Certificate for 16" Bike b. Gift Certificate for bicycle Helmet. Four Grand Prize winners in the category for the 20" bicycle will receive: a. Gift Certificate for 20 inch" Bike b. Gift Certificate for bicycle Helmet. Two Grand Prize winners in the category for the 24" bicycle will receive: a. Gift Certificate for 24" bike b. Gift Certificate for bicycle Helmet. Two Grand Prize winners in the category for the 26" bicycle will receive: a. Gift Certificate for 26" bike b. Gift Certificate for bicycle Helmet .

Any awarded prizes will be provided to a winner only after the winner's parent or guardian has signed a Winner's Declaration and Release. Sponsor's current Winner's Declaration and Release for the Contest will be provided by email or by mail to the winner's address.

Judging. All entries that are in compliance with all terms and conditions of these Rules and will be judged by a panel of judges selected by the Sponsor.

SECTION B - ADDITIONAL TERMS FOR THIS CONTEST

General Conditions. By entering the Contest, each entrant agrees to abide by the terms of these Rules and by the decisions of Sponsor and the Judges, which shall be made in all cases in their sole and absolute discretion and are final and binding on all matters relating to the Contest.

Exclusions from Eligibility. Employees of Sponsor, any Co-Sponsor, or their respective parents, subsidiaries, affiliates, partners, suppliers, or advertising or promotional agencies (including without limitation any Judges who are employees of Sponsor, any Co-Sponsor or any of their respective parents, subsidiaries, or affiliates), as well as members of their households or their immediate families (i.e., spouses, parents and children), may submit entries in the Contest, but any such entries are for information and entertainment purposes only and are not eligible to be considered for the purpose of selecting finalists or winners. Judges who are not employees of Sponsor, any Co-Sponsor or any of their respective parents, subsidiaries, or affiliates, are not eligible to enter or win, nor are members of their households or their immediate.

In case of out of stock or backordered bicycles at the time of contest award, Noverhed Inc. reserves the right to substitute a bike of equal or greater value as a substitute

Entry. Multiple entries are not permitted, only one entry per person. For winning entries, Sponsor will award the applicable prize to the named entrant only. Each Bicycle will be registered to the winner's named parent or legal guardian only .

Announcement; Award of Prize(s). The winner(s) will be notified by e-mail within seven (7) days of selection. The Winner's parent or legal guardian will be required to sign a Winner's Declaration and Release which includes a declaration of eligibility, grant of publicity rights and a liability release prior to receipt of a prize. Prize winner will have until Christmas Day at Midnight to claim their prize. Any prizes not claimed by this time will be forfeited.

Deadline. The Contest begins at 8:00 a.m. Eastern Standard Time on August 21st, 2023 (the "Start Date"). Entries for the Contest must be received by Sponsor by no later than 11:59 p.m. on November 27th, 2023 (the "Deadline").

WINNER'S DECLARATION AND RELEASE AGREEMENT

This WINNER'S DECLARATION AND RELEASE AGREEMENT is executed on the date set forth below by the undersigned parent or legal guardian of a winner of the "Outdoor Fun" contest, in favor of Noverhed, Inc. 180 Henry Drive, Loudon, TN 37774, sponsor of the Contest.

I hereby declare and affirm the following:

1. I am a legal U.S. resident in Loudon, McMinn, or Monroe County in East Tennessee, and the legal parent or guardian of the child who won a bicycle. I currently reside at the address set forth below.
2. My child entered the Contest in accordance with the Official Promotional Rules ("Rules") and that I have read and understand those Rules. I am submitting this Winner's Declaration and Liability Release Agreement to Noverhed, Inc. with the understanding that it will be relied upon to determine whether my child is entitled to receive the Contest prize (the "Prize"), which they were selected to win. I understand and acknowledge that Noverhed, Inc. has no obligation under the Rules to provide any additional, separate, or substitute prize to my child in connection with the Contest.
3. In consideration of the Prize, by signing below, on behalf of myself and my child, I expressly assume all risks of any nature whatsoever related to the Contest, my child's participation therein, the Prize, and the acceptance or use of the Prize, and I hereby release Noverhed, Inc. of and from any and all claims, demands, damages, actions and causes of action, torts, obligations, costs, losses, claims, liability for bodily injury, death or other type of damage or injury of any nature whatsoever, whether in law or in equity, whether known or unknown, that I hereafter have or may have, arising from or by reason of or in any way connected with any transaction, event, or circumstance that occurs or exists by reason of the Contest, my child's participation therein, and/or my and my or my child's acceptance or use of the Prize. *The release contained in this paragraph is intended to be broad and to release Noverhed, Inc. from all liability for all claims arising out of any loss, damage or injury (including personal injury or death) to any person or property that results from any accident, transaction, event, circumstance, act or omission in connection with the Contest, the Prize and/or my and my child's acceptance or use of the Prize.* I understand that upon acceptance of the Prize on behalf of myself and my child, Noverhed, Inc. will have fulfilled all obligations it has or may have to me or my child in connection with the Contest, and Noverhed, Inc. will have no further obligation to me or my child of any kind or nature in connection with the Contest or Prize.
4. On behalf of myself and my child I hereby give Noverhed, Inc. and its licensees, affiliates, and assigns the right to broadcast, or publish my child's name, city of residence, photo, video tape, film or any other likeness, including my voice, recorded or live, for any reason that Noverhed, Inc. deems necessary without compensation, and on behalf of myself and my child I hereby release any and all claims I may have against Noverhed, Inc. for such use. I further acknowledge that Noverhed, Inc. owns or will own exclusively any photographs of me and my child used for such purposes, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and I hereby assign all such ownership rights to Noverhed, Inc.
5. I further agree to not to make any disparaging, negative, or defamatory comments, whether written or oral, about Noverhed, Inc., the Contest, or the Prize. I hereby covenant and agree to not take any action that is designed or intended to have the effect of discouraging any employee, customer, supplier, or other business associate of Noverhed, Inc. from maintaining a business relationship with Noverhed, Inc.
6. I agree to return to Noverhed, Inc. any prize that may be awarded to my child if any statement made by me in this Declaration and Release is false or if I breach any of my obligations herein. I understand and acknowledge that all federal, state, local, and any other applicable taxes are my sole responsibility. This Agreement shall be governed by the laws of the state of Tennessee.

I HAVE READ THE RELEASE CONTAINED HEREIN AND I FULLY UNDERSTAND ALL OF ITS TERMS. I HAVE EXECUTED THIS WINNER'S DECLARATION AND RELEASE AGREEMENT VOLUNTARILY AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Parent Name (printed)

Parent Signature

Date

Child Name (Printed)

Witnessed By:

Printed Name

Signature

Parent Address: