

## Peterbilt October Flash Savings Sweepstakes (“Sweepstakes”) 2022 Official Rules

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.** THIS SWEEPSTAKES IS INTENDED FOR LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES, DISTRICT OF COLUMBIA, AND CANADA, INCLUDING QUEBEC. DO NOT ENTER IF YOU ARE NOT LOCATED IN FIFTY (50) UNITED STATES, DISTRICT OF COLUMBIA, OR CANADA, INCLUDING QUEBEC, AT THE TIME OF ENTRY. VOID WHERE PROHIBITED. NOT OPEN TO THE GENERAL PUBLIC.

- 1. TO REGISTER FOR THE PETERBILT PRIVILEGES LOYALTY PROGRAM:** An eligible individual or business may become a member in the Peterbilt Privileges Loyalty Program by visiting <https://partsandservice.peterbilt.com/> (“Website”) and following the instructions to register for the Privileges Loyalty Program (a “Member”). There is no cost to become a member. After you register to become a Member, you will receive a welcome email to the email address you used to register, explaining many of the benefits and features, as well as access to the Flash Savings Offers available to you.

Review the Sponsor’s Privacy Statement at <https://www.paccar.com/privacy.aspx> for details of Sponsor’s policy regarding the use of personal information collected by Sponsor.

- 2. SWEEPSTAKES ELIGIBILITY: NOT OPEN TO THE GENERAL PUBLIC.** Open only to current Members of the Peterbilt Privileges Loyalty Program, or individuals/businesses who register to become a new Member between October 1, 2022, and October 31, 2022, who are residents of the fifty (50) United States, the District of Columbia, or Canada, including Quebec. Employees or appointees of any federal, state, provincial, or local government are prohibited from entering. The following individuals are not eligible to enter or win a prize: Officers, directors and employees of Peterbilt, a PACCAR, Inc. company (“Sponsor”), and its parent, subsidiaries and affiliated companies, distributors, advertising, promotional and judging agencies, persons engaged in the development, production or distribution of materials for this Privileges Loyalty Program (collectively, “Sweepstakes Parties”) and the immediate family members (spouse, parent, child, sibling, grandparent, and spouse or “step” of each) and those living in the same household of each such person (those persons whether related or not who live in the same residence for at least three months during the twelve-month period preceding the start date of the Sweepstakes). Void where prohibited.
- 3. SWEEPSTAKES PERIOD:** The Sweepstakes begins October 1, 2022, at 12:00:00 a.m. Central Time (“CT”), and ends October 31, 2022, at 11:59:59 p.m. CT (“Sweepstakes Period”). The Sponsor’s Online Loyalty Program website (“Website”) is the official clock for the Sweepstakes.
- 4. HOW TO ENTER THE SWEEPSTAKES:** There are two ways to enter:
  - 1. To enter through your Peterbilt Privileges Loyalty Program account:** During the Sweepstakes Period, visit your Peterbilt Privileges Loyalty Program account and follow the directions to redeem an October Flash Savings Offer for one (1) entry into the Sweepstakes random drawing. Flash Savings Offers can be redeemed multiple times during the Sweepstakes Period and you will receive one (1) entry for each time you redeem an October Flash Savings Offer.
  - 2. To enter without purchase:** To receive one (1) entry in the Sweepstakes random drawing without redeeming an October Flash Savings Offer, eligible Members may hand-print the following on a postcard or piece of paper: your first and last name, your Peterbilt Privileges Loyalty Program Account number, your Account email address and mail it in an envelope with proper postage to: Peterbilt October Flash Savings Sweepstakes C/O MRi, P.O. Box 88, Oak Park, IL 60303-0088, U.S.A. Limit one (1) entry into the Sweepstakes per postage-stamped envelope. Mail-in entries must be handwritten and postmarked by October 31, 2022 and received by November 14, 2022.

Mail-in entries will be deemed to be submitted on the day they are received. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. No mechanical reproductions will be accepted. Sponsor is not responsible for lost, late, illegible, invalid, misdirected, mutilated, incomplete, or postage-due mail/entries, which will be disqualified. Entrants must fully complete and submit all required information to be eligible; incomplete entries are null and void.

- 5. SWEEPSTAKES DRAWING AND ODDS OF WINNING:** One (1) Grand Prize potential winner will be selected in a random drawing on or around November 21, 2022, at approximately 1:00 p.m. CT in Oak Park, Illinois, U.S.A., from all eligible entries received from both entry methods combined during the Sweepstakes Period. Odds of winning depend on the number of eligible entries received. The drawing will be conducted by a third-party promotion administrator, whose decisions shall be final and binding on all matters relating to the Sweepstakes.

**6. PRIZE AND APPROXIMATE RETAIL VALUE ("ARV"):**

One (1) Grand Prize: a digital voucher, in the amount of \$500.00, to be used toward the purchase of PACCAR-branded items from the website [shoppeterbilt.com](http://shoppeterbilt.com).

- 7. PRIZE RESTRICTIONS:** Prizes are non-transferable, except at the sole discretion of the Sponsor. Sponsor reserves the right in its sole discretion to substitute a prize in whole with one of comparable or greater value. All costs and expenses associated with prize acceptance and use not specifically provided herein are the responsibility of the winner.

By participating in this Sweepstakes and submitting an entry, each entrant agrees: (i) to be bound by these Official Rules, including all entry requirements; and (ii) to release and hold the Sponsor and Sweepstakes Parties harmless from and against any and all claims, injuries, damages, losses and liability that may occur, directly or indirectly, in whole or in part, from the participation in the Sweepstakes or from the receipt or use of any prize or activity related to the receipt or use of any prize. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern, and control.

- 8. WINNER NOTIFICATION AND PRIZE CLAIM:** In order to be declared a winner, if the potential winner resides in Canada, they will be contacted via the email address provided by the winner at the time of entry and will be required to correctly answer a mathematical skill-based question and respond to that email with the correct answer within three (3) business days of notification. Failure to provide the correct answer or return the email with the correct answer within the time frame above, will result in disqualification of the potential winner and an alternate potential winner may be contacted. In the event the potential winner resides in the U.S. they will be contacted via the email address provided by the winner at the time of entry with instructions on how to claim their prize.

Prize will be forfeited, and an alternate winner may be contacted if: (1) a prize notification is returned as undeliverable; (2) if return notification email is not received in a timely manner for any reason; (3) if any prize correspondence is not returned within the required time period; or (4) if a potential winner is found to be ineligible or not in compliance with these Official Rules. The Sponsor is not responsible for any change of mailing address, email address, and/or telephone number of Members.

Prize Delivery: Prize will be sent electronically to the email address provided by the winner at the time of entry, within three (3) to four (4) weeks after the drawing for U.S. residents, and three (3) to four (4) weeks after winner verification for Canadian residents.

Taxes: Winner will be solely responsible for any provincial, state, or federal taxes and withholdings on the prize as required by law.

- 9. GENERAL CONDITIONS:** INTERNET CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW INCLUDING CRIMINAL PROSECUTION. If the Sweepstakes is not capable of running as planned for any reason, including without limitation, due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserves the right, in its sole discretion, to disqualify any individual who is responsible or who tampers with the entry process, and to cancel, modify, or terminate the Sweepstakes. If, in Sponsor's sole discretion, any portion of the Sweepstakes is not capable of running as planned for any reason, or the integrity and/or feasibility of the Sweepstakes is severely undermined by any event beyond the control of Sponsor, including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order, or regulation, order of any court or jurisdiction, infection by computer virus, unauthorized intervention, technical failures or other cause not reasonably within the control of Sponsor (each a "Force Majeure" event or occurrence), Sponsor shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel or terminate the Sweepstakes without any further obligation. In the event of cancellation, Sponsor will award the prize in a random drawing from among all valid and eligible entries received up to the time of such cancellation, providing a sufficient number of entries are received. In no event will more than the one (1) prize stated in these Official Rules be awarded. In the event that an entry is confirmed to have been erroneously deleted, lost, or destroyed, entrant's sole remedy shall be another entry into the Sweepstakes.
- 10. LIMITATIONS OF LIABILITY AND RELEASE:** No liability or responsibility is assumed by Sponsor or Sweepstakes Parties (collectively, "Releasees") resulting from user's participation in, attempt to participate in, or download of any information in connection with participating in the Sweepstakes. Sponsor is not responsible for incorrect or inaccurate entry information whether caused by entrant or by any of the equipment or programming associated with or utilized in the Sweepstakes, or by any technical or human error which may occur in the processing of the entries. No responsibility or liability is assumed by the Releasees for technical problems or technical malfunction, including, without limitation, those arising in connection with any of the following occurrences that may affect the operation of the Sweepstakes: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless, or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts, or providers; garbled, jumbled, or faulty data transmissions; failure of any email transmissions to be sent to or received; lost, late, delayed, or intercepted email transmissions; inaccessibility of any website in whole or in part for any reason; traffic congestion on the Internet or any website; unauthorized human or non-human intervention in the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bug, worm; or destruction of any aspect of the Sweepstakes. Sponsor is not responsible for any typographical errors in the announcement of the prize or these Official Rules, or any inaccurate or incorrect data contained on promotional materials or on the Website. Use of any website is at user's own risk. Releasees are not responsible for any personal injury or property damage or any other losses of any kind that may be sustained to user's or any other person's computer equipment resulting from participation in the Sweepstakes, use of any website or the download of any information from a website, or any other loss related to user's participation in the Sweepstakes or receipt of any prize. As a condition of entering, Members agree to release the Releasees from any and all liability, loss, or damage incurred with respect to entrant's participation in the Sweepstakes and the awarding, receipt, possession, and/or use or misuse of any prize.
- 11. BINDING ARBITRATION:** Any controversy or claim arising out of or relating to the Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the

Comprehensive Arbitration Rules and Procedures of JAMS ("JAMS Rules and Procedures") then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply to the state of Washington, U.S.A., law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsors will pay as much of the claimant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal, or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable, or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsors shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. **THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES.**

BY PARTICIPATING IN THIS SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) 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 THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (3) 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, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) ENTRANT'S 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 EVERY ENTRANT.

12. **PUBLICITY:** Except in Tennessee, U.S.A., and where prohibited by law, by accepting a prize, winner grants permission for Sponsor and those acting under its authority to use their first name, last name initial, and address (city and state/province/territory only), photograph, voice, image and/or likeness, for advertising and/or publicity purposes, in any and all media (including posting on the Website) now known or hereinafter invented without territorial or time limitations and without further notice and without additional compensation. If you are selected as the winner, your information may also be included in a publicly available winners' list.
13. **GOVERNING LAW & JURISDICTION:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these official rules, entrant's rights and obligations, or the rights and obligations of the Sponsors in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the state of Washington, U.S.A. without giving effect to any choice of law or

conflict of law rules thereof By entering, Members consent to the jurisdiction and venue of the federal, state, provincial, and local courts located in King County, Washington, U.S.A., for the resolution of all matters or proceedings which are not subject to arbitration as set forth in Section 11 of these official rules and agree that any and all such disputes shall be resolved exclusively in those courts. Sponsors' failure to enforce any term of these official rules shall not constitute a waiver of that or any other provision. If any provision of these Official Rules is held to be invalid or unenforceable, such provision shall be struck, and the remaining provisions shall be enforced.

**14. SPONSOR:** PACCAR Inc. 777 106th Avenue N.E., Bellevue, WA 98004, U.S.A.

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