

# Ticket To Ride

**In Partnership with Foreigner**

‘Win a custom Foreigner & Shriners Children’s™ designed Harley Davidson motorcycle.’

A PROMOTION TO BENEFIT SHRINERS CHILDREN’S™

**Sponsored by Barker Gang Inc.**

**NO PURCHASE, DONATION OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. DONATION WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.**

**THESE OFFICIAL RULES CONTAIN AN ARBITRATION AGREEMENT, WHICH WILL, WITH LIMITED EXCEPTION, REQUIRE YOU TO SUBMIT CLAIMS YOU HAVE AGAINST SPONSER (EACH, AS DEFINED BELOW) TO BINDING AND FINAL ARBITRATION. UNDER THE ARBITRATION AGREEMENT, (1) YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST SPONSER ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND (2) YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.**

**\* This Promotion consists of one Sweepstakes, offering a prize for a select US or International resident. The Sweepstakes has one start/end date and time (“Entry Period”), drawing, and prize outlined in the Schedule below (see Section 2).**

**\* The Sweepstakes Prize does not include payment for travel to/from motorcycle location, shipping of motorcycle, accommodations or any other costs or expenses. Winner will need to pick up prize at the Sponser’s business location in Rockville, Indiana, USA within 30 days.**

**\* Donations made to this Sweepstakes and charity t-shirt profits all go to Shriners Children’s, EIN 36-2193608, a non-profit organization qualified under Section 501(c)(3) of the U.S. Internal Revenue Code of 1986, as amended.**

Please read these Official Rules. By participating in this Promotion, entrant unconditionally agrees to these Official Rules and all decisions by Sponsor, which are final and binding in all matters related to these Sweepstakes. To win the prize, you must comply with all facets of the Official Rules and all decisions by Sponsor.

1. **ELIGIBILITY:** The Promotion is open to all US and International residents, at least age 18 or the age of majority in their jurisdiction at the time of entry that agree to these Official Rules. Employees of Sponsor, talent and their respective parents, affiliate companies, subsidiaries, agents, judges, advertising and promotion agencies and anyone involved in the development or execution of the Promotion, as well as the immediate family (spouse, parents, siblings, and

children and their respective spouses, regardless of where they live) and household members of each such employee, whether or not related, are not eligible. All federal, state, provincial, municipal, territorial and local rules and regulations apply. Void where prohibited by law.

2. **PROMOTION PERIOD:** The Promotion begins when the charity t-shirts become orderable through the sweepstakes product page and ends on September 30, 2024 at 11:59:59am ET (“Promotion Period”) and consists of one Sweepstakes. One drawing will be conducted and one prize will be awarded to a potential winner of the Sweepstakes. Sponsor’s server and computer clock is the official timekeeping device and its decisions are final and binding. Results of the Sweepstakes are not official until Sponsor or its representative expressly announces the final results and verifies the winners.
3. **HOW TO ENTER SWEEPSTAKES:** During the Sweepstakes Period, you may enter the Sweepstakes by either of the following methods or a combination thereof:
  1. **Method One, To Enter by Charity T-Shirt Purchase:** Go to <http://foreignerbike.com> and follow the on-screen instructions to purchase one or more “Ticket To Ride” charity t-shirt(s). For every t-shirt you order you will be entered into the drawing to win the Sweepstakes Prize.
  2. **Method Two, Enter for Free by Mail:** To enter for free by mail. Please mail your first and last names, your address, phone number, email address, and the words “Ticket To Ride Sweepstakes” printed on paper along with your signature to Barker Gang Inc., 209 S Lincoln Road, Rockville, IN, US 47872. This method has a limit of one sweepstakes entry per person for all mailings received.

All entries are subject to verification of eligibility before a prize can be awarded. For example, if your address entered on the Website does not meet eligibility requirements, your entry is automatically void; donation(s) will not be refunded automatically. Your receipt and any confirmation email you receive are not confirmation of entry.

Charitable tax receipts may not be issued to donors/entrants. Donation’s and purchases made by entrants and winner may not be tax-deductible and the winner's prize may be taxable. It is the individual entrant’s sole responsibility to determine the tax-consequences of their donations and purchases. Every Participant must agree that information provided by Sponsor, is not advice, including but not limited to, tax advice or legal advice, and every participant is advised to consult a professional, including a tax professional.

Those who do not follow all of the instructions, provide the required information when ordering a charity shirt, entering by mail, or abide by these Official Rules or other instructions of Sponsor may be disqualified at the Sponsor’s sole and absolute discretion. All entries that are late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at the Sponsor’s sole and absolute discretion.

In the event of a dispute as to the identity of any entrant, the entry will be deemed submitted by the account holder of the email from which it was sent but only if such person is otherwise eligible. The “account holder” is the person assigned an email address or username by the entity responsible for assigning it (e.g., Gmail). Winner may be required to show proof of being the registered account holder. If a dispute cannot be resolved to the Sponsor’s satisfaction, the entry will be deemed ineligible. Sponsor’s affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid entries.

4. **PRIZE:** There will be a total of one (1) Winner for the Sweepstakes. The prize consists of the following:

(1) Custom Shriners Children's™ & Foreigner designed Harley Davidson motorcycle built by Barker Gang Inc. in collaboration with the band Foreigner.

Sponsor's inability to reach a potential winner or potential winner's failure to timely respond to a prize notification, the return of any prize notification as undeliverable, the inability of winner to travel, pickup, and/or arrange shipping for prize within the time period specified by Sponsor, and/or a potential winner's failure to comply with any term or condition of these Official Rules may, in Sponsor's sole discretion, result in the potential winner's disqualification and the selection of a substitute winner by a random drawing from among all remaining eligible entries received during the Sweepstakes Period, time permitting. Sponsor will conduct up to one or more alternate drawings, after which the prize will remain un-awarded.

Potential winners are not declared final and shall not receive the Prize until a winner is verified by Sponsor per Section 6 below. Taxes and fees, and all additional costs that may be incurred, if any, are the sole responsibility of winner.

**Restrictions and Limitations:**

Sponsor's decisions as to the operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes.

All prize details are subject to change and in the sole discretion of Prize Provider or representatives and in the event that Sponsor is unable to provide a winner with his/her prize, the Sponsor may elect, to provide winner with the approximate value of such item in cash or award an alternate prize of comparable or greater value. An unclaimed prize shall be forfeited in its entirety. The prize is awarded "AS IS" and without warranty of any kind, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). In the event the winner engages in behavior at any time that Sponsor or its representative determines, in their respective sole discretion, is obnoxious, threatening, illegal or intended to annoy, abuse, threaten or harass any other person, the Sponsor reserves the right to terminate the prize, in whole or part, and there will not be any substitution. The prize will be awarded (assuming sufficient number of eligible entries) subject to the rules herein. Sponsor reserves the right to substitute prize of equal or greater value or different value; no substitution or transfer of prize is permitted by winner. No costs or expenses incurred by winners are included in the prize. Sponsor is not responsible for prize utility, quality or otherwise. The winner may be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS Form 1099 may be issued by Sponsor in the name of the winner for the actual value of the prize received. All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion.

5. **SELECTION OF WINNER AND ODDS OF WINNING:** Sponsor or its representative will conduct a random drawing for the Sweepstakes after the date listed in the "Promotion Period" section above from all eligible entries to select one (1) entrant to be the Potential Winner ("Potential Winner"). The Potential Winner will be contacted by email and/or phone by the Sponsor and must respond back within 10 days. The winner must also pickup or ship the prize within 30 days of being notified of winning. If the Potential Winner cannot be declared an official winner, he/she will forfeit the opportunity to win the prize and one new winner will be selected, time permitting. Entries are subject to verification by Sponsor and Potential Winners are not declared final and shall not receive the prize until verified.

Odds of winning depend upon the total number of eligible entries received for the Sweepstakes. Any attempts to exceed the limit of number of entries into the Sweepstakes by any method are prohibited, and Sponsor reserves the right in its sole respective discretion to disqualify all suspect entries. An individual may not enter on behalf of another individual or transfer his/her entry to another person. An individual may be required to show proof of ownership of his/her accounts used to enter a Sweepstakes.

- 6. VERIFICATION OF WINNER:** Potential Winner will be notified by Sponsor by email after drawing has ended. Potential Winner will be notified only at the email address and/or phone used to enter the Sweepstakes on <https://www.barkergangcustoms.com> or by mail. Potential Winner must respond to Sponsor within 10 days and if response is not received by Sponsor by that time, the Potential Winner will automatically forfeit his/her opportunity to win the prize and one new Potential Winner may be selected. Releases and information, to the extent allowed by law, may also be required of winner before a Prize can be awarded including documents required to verify your identity and to conduct a background check.

An entrant is not a winner of the prize unless and until the entrant's eligibility has been verified and the entrant has received notice from Sponsor that he/she has won the prize. Any participation in the Sweepstakes that occurs after Sponsor's computer or other systems have failed will be deemed defective and will not be honored.

- 7. RELEASE; LIMITATIONS OF LIABILITY; GENERAL CONDITIONS:** The Promotion is void where prohibited or restricted by law and subject to all applicable federal, state and local laws and regulations. Sponsor, Shriners Children's, Foreigner, and their respective parents, affiliates, subsidiaries and advertising and promotion agencies and all of their respective officers, directors, shareholders, partnership, members, principals, employees, agents, contractors or suppliers (collectively, "Released Parties") are not responsible for late, lost, stolen, damaged, garbled, incomplete, mistyped, misaddressed or misdirected entries, emails, mail or communications; for errors, omissions, interruptions, deletions, defects, or delays in operations or transmission of information, in each case whether arising by way of technical or other failures or malfunctions of computer hardware, software, communications devices; or for transmission lines or data corruption, theft, destruction, unauthorized access to or alteration of entry materials, loss or otherwise; or for any delays in payment processing related to individuals who attempt to enter the Promotion in accordance with Section 3 above. Further, Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages or insufficient space on entrant's computer. Released Parties disclaim any liability for damage to any computer system resulting from participation in, or accessing or downloading information in connection with, the Promotion, and Sponsor reserves the right, at its sole discretion, to modify, cancel, terminate or suspend the Promotion or any promotions should any virus, bug, technical failures, unauthorized human intervention or other causes beyond Sponsor's control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Promotion. In the event of any such cancellation, termination or suspension, a notice will be posted and, if winner can be selected among all eligible, non-suspect entries received prior to such time, winner will be selected. Sponsor reserves the right to disqualify any entrant (and his/her Promotion entry) from the Promotion, any other promotions conducted now or in the future by Sponsor or any of their affiliates if he/she tampers with the entry process or if his/her fraud or misconduct affects the integrity of the Promotion or if he/she engages in any inappropriate or unacceptable behavior in connection with the Promotion. Sponsor reserves the right to correct clerical or typographical errors in

promotional materials. By participating in the Promotion, each entrant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of Sponsor, warrants that he/she is eligible to participate in the Promotion and releases and holds harmless the Released Parties from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, and claims based on publicity rights, copyright, trademark, defamation or invasion of privacy, arising out of participation in the Promotion or entries that are ineligible (including, if entries are not processed prior to the end of the Promotion Period). By accepting the prize, winner agrees to release Released Parties and their directors, employees, officers and agents, including without limitation, its advertising, promotion, and information technology services agencies, from any and all liability, loss or damages arising from or in connection with the awarding, receipt and/or use or misuse of prize or participation in any prize-related activity. All Promotion participants acknowledge and agree that normal Internet access, phone and usage charges imposed by their online, phone or similar providers may apply in order to participate in the Promotion and accept the prize. Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as is necessary to comply with applicable law. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. The Promotion and all disputes, claims or controversies arising from these Official Rules, shall be governed by Indiana law, without regard to its conflict of laws provisions.

These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

## **8. ARBITRATION AGREEMENT; DISPUTE RESOLUTION BY BINDING ARBITRATION:**

### **READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.**

- a) Agreement to Arbitrate: This Section is referred to in these Official Rules as the "Arbitration Agreement." You agree that any and all disputes or claims that have arisen or may arise between you and Sponsor, whether arising out of or relating to these Official Rules, the Promotion, your participation in the Promotion, the prize, acceptance, possession, use or misuse of the prize, any advertising, or any aspect of the relationship between us, shall be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Agreement, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Agreement does not preclude you from bringing issues to the attention of federal, state or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by participating in the Promotion, you and Sponsor are each waiving the right to a trial by jury or to participate in a class action.

Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this Arbitration Agreement.

- b) Prohibition of Class and Representative Actions and Non-Individualized Relief: *YOU AND SPONSOR AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND SPONSOR, AS APPLICABLE, AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIM(S).*
- c) Pre-Arbitration Dispute Resolution: Sponsor is always interested in resolving disputes amicably and efficiently, and most participant concerns can be resolved quickly and to the participant's satisfaction by contacting Sponsor from contact information on <https://www.barkergangcustoms.com>. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute ("Notice"). The Notice to the Sponsor should be sent to Barker Gang, Inc., 209 S Lincoln Rd, Rockville, IN 47872 ("Notice Address"). The Notice must (i) describe the nature and basis of the claim or dispute and (ii) set forth the specific relief sought. If Sponsor and you do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Sponsor may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Sponsor or you shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or Sponsor is entitled.
- d) Arbitration Procedures: Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Supplementary Procedures for Consumer-Related Disputes (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, <https://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <https://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the applicable terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Official Rules as a court would. All issues are for the arbitrator to decide, including, but not limited to, issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Official Rules and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Sponsor and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to

travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination shall be made by AAA. If your claim is for \$10,000 or less, Sponsor agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

- e) Costs of Arbitration: Payment of all filing, administration, and arbitrator fees (collectively, the “Arbitration Fees”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Any payment of attorneys’ fees will be governed by the AAA Rules.
  - f) Confidentiality: All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
  - g) Severability: If a court or the arbitrator decides that any term or provision of this Arbitration Agreement other than clause (b) above is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Agreement shall be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of clause (b) is invalid or unenforceable, then the entirety of this Arbitration Agreement shall be null and void. The remainder of these Official Rules will continue to apply.
  - h) Conflict: In the event of any conflict between any term or condition in this Section and any term or condition in the Terms of Use (<https://www.barkergangcustoms.com/terms-of-use/>), then the applicable term or condition in this Section shall apply.
9. **DISPUTES.** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate United States Southern District Court of Indiana or the appropriate Indiana State Court near Rockville, IN, USA; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will entrant be entitled to receive attorneys’ fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Administrator in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Indiana, USA, without giving effect to any choice of law or conflict of law rules (whether of the State of Indiana or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Indiana.

**CAUTION.** ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE

MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. **GENERAL:** Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it necessary to comply with applicable law. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any provision of the rules is determined to be invalid or otherwise unenforceable, then the rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof.
11. **ENTRANT'S PERSONAL INFORMATION:** By entering the Promotion, you consent to the collection, use and disclosure of your personal information for the purpose of administering this Promotion and prize fulfillment. You may also have the opportunity to sign up to receive promotional emails from parties associated with the Promotion; your choice to consent to such emails or to opt out of such emails in future does not impact your chances of winning. To the full extent permitted by law, the name, address (city and state), image and biographical information of winners may be used by Sponsor, Foreigner, and the Benefiting Charity for promotional purposes. You may be required to sign a document to this effect. Information collected from entrants is subject to these Official Rules as well as Sponsor's Privacy Policy: <https://www.barkergangcustoms.com/privacy-policy/>
12. **SPONSOR AND PRIZE PROVIDER:** The Sponsor, Prize Provider, and Administer is Barker Gang Inc. ("Sponsor"), located at 209 S Lincoln Rd, Rockville, IN 47872. The Benefiting Charity is Shriners Children's, EIN 36-2193608 ("Benefiting Charity").

Foreigner, Shriners Children's and their affiliates are not a sponsor of the Promotion, and are in no way responsible for the administration of the Promotion and the verification of a winner. All inquiries regarding the Promotion should be directed to Barker Gang Inc., and not to Foreigner, Shriners Children's, or their affiliates.

All trademarks are the property of their respective owners.