

# **YAMMIE NOOB MODERN CLASSIC BIKE GIVEAWAY SWEEPSTAKES (SEASON 3)**

## **OFFICIAL RULES**

**NO PURCHASE IS NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OR ABILITY TO WIN. ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED. SEE THE “ODDS OF WINNINGS” SECTION BELOW FOR MORE DETAIL.** THIS SWEEPSTAKES IS OPEN ONLY TO “ENTRANTS” AS DEFINED IN PARAGRAPH 1 BELOW. THE SWEEPSTAKES AND ENTRY THERETO ARE VOID WHERE PROHIBITED OR RESTRICTED BY LAW. ENTRY IN THIS SWEEPSTAKES CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES AND THE TERMS & CONDITIONS AVAILABLE HERE., WHICH ARE INCORPORATED HEREIN BY REFERENCE. THIS SWEEPSTAKES IS NOT SPONSORED, ADMINISTERED, ENDORSED, OR AFFILIATED IN ANY WAY BY OR WITH FACEBOOK®, TWITTER®, INSTAGRAM® OR ANY OTHER THIRD PARTY.

### **VOID WHERE PROHIBITED OR RESTRICTED BY LAW**

### **NOTIFICATION OF ARBITRATION CLAUSE AND CLASS ACTION/JURY TRIAL WAIVER**

**PLEASE READ THESE RULES CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE RULES CONTAIN A MANDATORY INDIVIDUAL BINDING ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION, AS SET FORTH BELOW**

Sweepstakes Name: Yammie Noob Motorcycle Giveaway (“Sweepstakes”).

Sponsor (“Sponsor”), YNYT LLC, PO Box 13469, Austin, TX 78711

Administrator (“Administrator”): YNYT LLC, PO Box 13469, Austin, TX 78711

1. **ENTRANT ELIGIBILITY.** An “Entrant” is a person who (i) is a legal resident of one of the 48 contiguous United States or the District of Columbia, excluding residents of Florida and New York, (ii) is at least 18 years old and has reached the age of majority in the state in which he/she resides as of the time of entering the Sweepstakes, (iii) possesses a valid driver’s license in the state of his or her legal residency, (iv) is not on the US Bureau of Industry and Security’s Denied Persons or Entity Lists, is not on the US Treasury Department’s list of Specially Designated Nationals, and is not on the US Department of Commerce’s Table of Denial Orders, and (v) complies with the Method of Entry & Entry Requirements in Section 4 below. Officers, directors, shareholders, members, managers, partners, employees, agents, and representatives of Sponsor and Administrator, its parent company (if any), subsidiaries, affiliates, successors, assigns, and members of their immediate families (parents, siblings, children and spouses, regardless of where they live), and those persons living in the same household with such persons, whether related or not, are ineligible to enter. Winners will be required to sign an affidavit of eligibility, liability release and, unless prohibited by law, publicity release.

2. **SWEEPSTAKES PERIOD.** The Sweepstakes Period begins at **12:01:00 a.m. Central Time (CT) on April 16th, 2021 and ends at 11:59:59 p.m. CT on August 27th, 2021.**

3. **DISQUALIFICATION.** Without limitation, an Entrant may be disqualified, at Sponsor’s sole discretion, if (i) Entrant has a pending arrest or conviction for a felony or misdemeanor involving moral turpitude, (ii) Entrant is subject to a restraining order; (iii) Entrant fails to meet the Method of Entry & Entry Requirements in Section 4; or (iv) Entrant violates or fails to comply with these Rules or the Sponsor’s Terms & Conditions located here.

4. **METHOD OF ENTRY & ENTRY REQUIREMENTS.** NO PURCHASE IS NECESSARY TO WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED. SEE BELOW FOR MORE DETAILS. Entry to the Sweepstakes is limited as set forth below. There are three ways to enter the Sweepstakes:

**Option 1:** A person may open a VIP account by providing the information required here. An automatically renewing monthly subscription fee is charged for VIP accounts. The VIP subscription fee pays only for VIP membership benefits. The subscription fee does not increase the odds of winning any sweepstakes. Persons with VIP accounts may purchase one of four tiers of a subscription package and receive a number of free entries that is equal to a multiple of ten of the dollar value of a subscription package. Information about the subscription packages and sweepstakes entries is set forth in the table below:

	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>	<b>Tier 4</b>
<b>Cost</b>	\$5/mo	\$20/mo	\$50/mo	\$80/mo
<b>Items Received</b>	Discord Server Access  5 votes per month on modifications and new motorcycle choices  Access to member meetup feature on yammienoob.co  Access to exclusive weekly livestreams and ability to participate in the Yamcast Podcast	Discord Server Access  20 votes per month on modifications and new motorcycle choices  Access to member meetup feature on yammienoob.co  Access to exclusive weekly livestreams and ability to participate in the Yamcast Podcast	Discord Server Access  50 votes per month on modifications and new motorcycle choices  Access to member meetup feature on yammienoob.co  Access to exclusive weekly livestreams and ability to participate in the Yamcast Podcast	Discord Server Access  80 votes per month on modifications and new motorcycle choices  Access to member meetup feature on yammienoob.co  Access to exclusive weekly livestreams and ability to participate in the Yamcast Podcast
<b>Sweepstakes Entries</b>	50 Entries per month	200 Entries per month	500 Entries per month	800 Entries per month
<b>Available Entries Using the Free Alternative Method of Entry</b>	750	600	300	0

More details on the subscription fee and membership benefits of a VIP account are available here, and the cost of the subscription fee stated on the signup page is incorporated into these Rules by reference. For information on cancelling a subscription, please click here. Cancellation of a monthly subscription terminates the VIP membership at midnight of the last day of the month in which the member purchased their VIP membership. Cancellation removes benefits of membership including the VIP benefits that are not available to Free account members. YNYT™ reserves the right in its sole discretion to change the subscription fee and to substitute, modify or terminate specific member benefits.

**Option 2:** You may register for a free account on [www.yammienoob.co](http://www.yammienoob.co) and earn additional entries to win by (i) sharing the Yammie Noob Beginner Bike Sweepstakes on Facebook and Twitter (using the share buttons on the website [www.yammienoob.co](http://www.yammienoob.co)) and (ii) mailing one 3" x 5" index card containing your legal name, mailing address, date of birth and email address to YNYT, PO Box 13469, Austin, TX 78711. Upon receipt and processing of the index card, you will receive 100 entries in the sweepstakes. You may send in up to a total of seven (6) index cards each Sweepstakes Period for a maximum of 600 free entries via the index card method per Sweepstakes Period. You will also receive 100 free entries each time you share the a Yammie Noob post on Facebook or Twitter (using the share buttons on the website) during the Sweepstakes Period each month, such sharing method of free entry to be limited to two shares per month per Sweepstakes Period or a total of 200 free entries per month. Between the index card free method of entry (600 free entries) and the social media sharing free method of entry (200 free entries), those who utilize the free methods of entries may receive up to a total of 800 free entries per Sweepstakes Period. YNYT is not responsible for late, lost, illegible, incomplete, stolen, misdirected, mutilated or postage-due Free Registrations or other mail. All entries become the sole property of Sponsor and no entry will be acknowledged or returned.

**Option 3:** You may purchase merchandise on [www.yammienoobmerch.com](http://www.yammienoobmerch.com) and with every dollar spent equaling an additional entry to the sweepstakes. For example, if you purchase a tee shirt with the pre-tax dollar amount of \$28.00, you will receive 28 entries into the giveaway. Proof of entries will not be provided, your sales receipt is your proof of entry. Your entries will not be reflected on [www.yammienoob.co](http://www.yammienoob.co) if you purchase merchandise. All items for sale on [www.yammienoobmerch.com](http://www.yammienoobmerch.com) are eligible for entries and you are allowed to combine and purchase multiple merchandise items. For example, if you purchase a tee shirt worth \$28.00, a hat for \$28.00 and a hoodie for \$40.00 your total entry count will be 96 entries to win (equal to \$96.00 pre-tax and shipping costs).

EACH ENTRANT CAN RECEIVE A MAXIMUM OF 800 ENTRIES PER MONTH IN THE PERIOD THE SWEEPSTAKES OCCURS, REGARDLESS OF HOW MANY SUBSCRIPTIONS ARE PURCHASED, HOW MANY FREE ALTERNATIVE METHODS OF ENTRY ARE RECEIVED OR HOW MANY ARTICLES OF MERCHANDISE ARE PURCHASED. FOR EXAMPLE, IF AN ENTRANT PURCHASES A TIER 2 PACKAGE FOR \$20.00 AND RECEIVES 200 ENTRIES, THE ENTRANT CAN RECEIVE ONLY 600 MORE ENTRIES USING THE FREE ALTERNATIVE METHODS OF ENTRY. BUT UPON THE PURCHASE OF AN UPGRADE TO TIER 3 SUBSCRIPTION THE ENTRANT DOES NOT RECEIVE ANY ADDITIONAL ENTRIES AS A RESULT OF THAT PURCHASE, UNLESS GRANTING THOSE ENTRIES WOULD RESULT IN A TOTAL NUMBER OF ENTRIES THAT DOES NOT EXCEED 800 FOR THEN CURRENT SWEEPSTAKES MONTH. THIS MEANS THAT IF A SWEEPSTAKES PERIOD OCCURS OVER THREE MONTHS, THE MAXIMUM ALLOWABLE ENTRY COUNT FOR THE ENTIRE SWEEPSTAKES WOULD BE 2400 ENTRIES.

5. ODDS OF WINNING. ODDS OF WINNING DEPEND UPON THE NUMBER OF ENTRIES RECEIVED.

6. PRIZES. One prize will be awarded. The grand prize is one 2021 Honda Rebel 1100 motorcycle valued at approximately \$10,500. There will be one grand prize winner. The grand prize shall be referred to herein individually and collectively the "Prize(s)," and the grand prize winner shall be referred to herein individually and collectively "Winner(s)." Sponsor will cause the Prizes to be delivered to the physical locations designated by the winners (subject to Sponsor's approval which shall not be unreasonably withheld) within the 48 contiguous United States and the District of Columbia (excluding Florida and New York). Delivery of the prizes will take approximately 15-30 days after the Winner(s) has/have provided a signed Affidavit of Eligibility and Publicity Release (where permissible).

Prizes are subject to availability and may be changed or modified at Sponsor's sole discretion. If requested, Winner(s) shall provide Sponsor with valid identification, valid driver's license and/or a valid taxpayer identification number or social security number as a condition of the Prizes being awarded. The Prizes are not transferable, redeemable for cash or exchangeable for any other prize. Income taxes on prizes are solely the responsibility of the Winner. The total retail value of the Prize is approximately \$16,495. SPONSOR CANNOT AND DOES NOT GUARANTEE THAT THE GRAND PRIZE OR SECOND PRIZE CAN BE REGISTERED AS STREET LEGAL IN ANY GIVEN STATE.

7. SELECTION & NOTIFICATION OF WINNERS. Each Winner will be determined by random drawing on SEPTEMBER 2nd, 2021, which will be conducted by Administrator. The Winner will be announced on or about SEPTEMBER 2nd, 2021, at [www.yammienoob.co](http://www.yammienoob.co). The Winner(s) will be contacted via the email addresses or other contact information furnished by Winner(s) when completing the entry form(s) or otherwise registering for the Sweepstakes. Winners will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and, where lawful, a Publicity Release within five (5) calendar days of notification. Failure to timely return the documents and/or requested information, or the return of any prize or prize notification as being undeliverable, or if a Winner is determined by Administrator to be ineligible, Winner will forfeit the prize and an alternate winner will be selected and notified in the same manner as the original random drawing from eligible entries. Three alternate drawings will be held, after which the Prize will remain un-awarded. All decisions of Administrator are final. ODDS OF WINNING EACH PRIZE ARE DEPENDENT UPON NUMBER OF ELIGIBLE ENTRIES RECEIVED. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.
8. TAXES. The valuation of the prize stated above is based on reasonably available information provided to the Sponsor. The value of all Prizes awarded to a Winner will be reported for tax purposes as required by law. Each Winner is solely responsible for reporting and paying any and all applicable taxes. Entrants winning over \$600 in prizes will receive an IRS form 1099-MISC at the end of the calendar year, and a copy of such form will be filed with the IRS.
9. PRIVACY & TERMS: Information submitted by Entrant will be subject to Sponsor's Privacy Policy, available online here ("Policy") and Terms & Conditions available here. Submission of information in connection with this Sweepstakes (whether or not required), including, without limitation, mailing address, phone number, social media usernames, and email address during entry constitutes permission for the Sponsor to add entrant to the Sponsor's customer database and to contact entrant in the future for promotional and other reasons. An entrant may opt-out of receiving such communications as set forth in the Sponsor's Privacy Policy located here or as provided within any such marketing materials (e.g., using the "Unsubscribe" feature provided in the footer of emails). By entering the Sweepstakes, Entrant acknowledges that Entrant has read and agreed to the Policy, and that Entrant consents to the collection, use and disclosure of Entrant's personal information in accordance with the Policy. By entering the Sweepstakes, Entrant also agrees that if he/she is selected as the Winner, then he/she is bound by Sponsor's Terms and Conditions.
10. DISCLAIMER. ALL PRIZES ARE AWARDED "AS IS" AND WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED.
11. LIMITATIONS OF LIABILITY, RELEASE & FORCE MAJEURE: Sponsor, Sponsor's affiliates, Administrator, Administrator's affiliates, and Google, YouTube, Facebook, Instagram and Twitter are not responsible for: (i) technical problems or technical malfunction which may affect the operation of the Sweepstakes, including but not limited to any of the following occurrences (a) hardware or software errors; (b) faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online communication problems; (c) errors or limitations of any Internet service providers, servers, hosts or providers; (d) garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent to or received; (ii) lost, late, delayed or intercepted transmissions; (iii) inaccessibility of any website, in whole or in part for any reason, or traffic congestions on the Internet; (iv) unauthorized human or non-human intervention of the operation of the Sweepstakes, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; (v) destruction of any aspect of the Sweepstakes, or loss,

miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Sweepstakes; (vi) any typographical errors in the announcement of prizes or these Official Rules, or any inaccurate or incorrect data contained on the Site; (vii) any personal injury, or property damage or losses of any kind which may be sustained to an Entrant, to an Entrant's or any other person's computer equipment arising out of or relating to participation in the Sweepstakes, use of any website or the download of any information from any website; (viii) any attempt by an Entrant or other individual to deliberately damage or undermine the legitimate operation of the Sweepstakes, including but not limited to any fraudulent claims, which may be a violation of criminal and civil laws, and/or (ix) lost, stolen, or destroyed passports, airline tickets, hotel reservation documents, or any other items or materials required to claim, use or benefit from the Prize. ANY PERSON ATTEMPTING TO DEFRAUD SPONSOR OR ADMINISTRATOR OR IN ANY WAY TAMPER WITH, DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST WILL BE DISQUALIFIED AND MAY BE SUBJECT TO CIVIL AND/OR CRIMINAL PROSECUTION.

12. Sponsor, Sponsor's affiliates, Administrator, Administrator's affiliates, and Google, YouTube, Facebook, Instagram and Twitter, and their respective subsidiaries, affiliates, successors, assigns; and each of the foregoing's respective past and present officers, directors, owners, shareholders, members, managers, partners, principals, employees, attorneys, insurers, agents and representatives (collectively "Released Parties") shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience, or other irregularity that may be caused or contributed to (i) by any wrongful, negligent, or unauthorized act or omission of Entrant or any third party; or (ii) by any cause, condition, or event beyond the control of the Released Parties, including, without limitation, any act of God, war, terrorism, riot, hurricane or fire.

13. BY ENTERING THE SWEEPSTAKES, ENTRANT IRREVOCABLY, FULLY AND UNCONDITIONALLY RELEASES, DISCHARGES AND HOLDS HARMLESS EACH RELEASED PARTY FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, LOSSES, EXPENSES, ATTORNEY'S FEES, DAMAGES AND OTHER LIABILITIES ARISING OUT OF OR RELATING TO ENTRANT'S PARTICIPATION IN THIS SWEEPSTAKES AND SWEEPSTAKES-RELATED ACTIVITIES (SUCH AS ACCEPTANCE, POSSESSION, USE, MISUSE OR NON-USE OF ANY PRIZE), INCLUDING, WITHOUT LIMITATION, AND TO THE FULLEST EXTENT PERMISSABLE BY APPLICABLE LAW, DEMANDS, CLAIMS AND CAUSES OF ACTION FOR NEGLIGENCE, DAMAGES TO PROPERTY, BODILY INJURY (INCLUDING DEATH), PROPERTY DAMAGE, LOSS OF BUSINESS, LOSS OF CONSORTIUM, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES AND ALL OTHER FORMS OF CLAIMS, LIABILITIES AND DAMAGES.

#### **NOTICE TO CALIFORNIA RESIDENTS**

By entering the Sweepstakes, you acknowledge that you are familiar with the provisions of California Civil Code Section 1452, which provides as follows:

**A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE WHICH IF KNOWN BY HIM MUST BE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.**

By entering the Sweepstakes, Entrant (on his/her behalf and on behalf of his/her heirs, executors, administrators, personal representatives, and all other persons asserting rights of or acting on behalf of Entrant) hereby unconditionally waives and relinquishes any right or benefit which Entrant or such person(s) have or may have against the Released Parties, under Section 1542 of the Civil Code of the State of California, or under any similar statutory or common law of any other jurisdiction to the full extent that any such person

may lawfully waive such rights and benefits pertaining to the releases set forth in these Official Rules and Sponsor's Terms and Conditions and Privacy Policy available here.

14. ARBITRATION; DISPUTE RESOLUTION: All disputes arising under or related to these Rules shall be governed by and interpreted pursuant to the laws of the State of Texas and the United States of America without regard for conflicts of laws principles. All disputes arising under or relating to these Rules shall be submitted to and resolved by binding arbitration in Travis County, Texas, and any award shall be confirmed exclusively in the courts situated in Travis County, Texas. Entrant further irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts situated in Travis County, Texas for the purposes of

reviewing, confirming or otherwise relating to any arbitration award, and Entrant hereby expressly waives jurisdiction and venue in any other forum for such purposes. Any arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all findings of fact and conclusions of law, and shall be kept confidential and not disclosed for any purpose except as required by law, e.g., disclosure to tax advisors for the purpose of filing a tax return. Any such arbitration shall include a written record of the arbitration hearing.

15. WAIVER OF JURY TRIAL. ARBITRATION MUST BE ON AN INDIVIDUAL BASIS. YOU MAY NOT JOIN OR CONSOLIDATE CLAIMS OR PARTIES IN ARBITRATION, OR LITIGATE IN COURT OR ARBITRATE ANY CLAIMS AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY, AND YOU HEREBY IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO FILE ANY SUCH CLAIM OR PARTICIPATE IN ANY PROCEEDING IN ANY SUCH CAPACITY. YOU FURTHER HEREBY IRREVOCABLY WAIVE YOUR RIGHT TO A JURY TRIAL.

16. WINNERS LIST/OFFICIAL RULES: To obtain a copy of the Official Rules and Winners list, send a self addressed stamped envelope to Sponsor at the address set forth above. Residents of Vermont are not required provide a self-addressed stamped envelope for return postage. All such requests must be received within six (6) weeks after the Winners have been announced.