

SUBARU ASCENT SWEEPSTAKES FEATURING REI
OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER, WIN, OR CLAIM THE PRIZE. A PURCHASE OR PAYMENT WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING.

ONLY OPEN TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST EIGHTEEN (18) YEARS OLD AT THE TIME OF ENTRY. VOID WHERE PROHIBITED.

The Subaru Ascent Sweepstakes Featuring REI ("Sweepstakes") is sponsored by Subaru of America, Inc. ("Sponsor"), One Subaru Drive, Camden, NJ 08103 and is administered by Prize Logic, LLC, ("Administrator") 25200 Telegraph Road, Suite 405, Southfield, MI 48033. REI is not a sponsor of this Sweepstakes.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins on July 6, 2018 at 12:00 PM Eastern Time ("ET") and ends on November 30, 2018 at 11:59:59 PM ET ("Sweepstakes Period"). The Administrator's computer is the Sweepstakes official clock.
2. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least eighteen (18) years old at the time of entry. **Valid United States driver's license required to claim prize.** Employees of Sponsor, Administrator, Recreational Equipment, Inc. ("REI"), and each of their respective parent companies, subsidiaries, affiliates, advertising and promotion agencies (collectively, "Sweepstakes Entities") and each of their immediate family members (e.g., spouse, parent, child, sibling, and their respective spouses and the "steps" of each, regardless of where they reside) and persons living in the same household of each, whether or not related, are not eligible to enter or win. All federal, state, and local laws apply. Void where prohibited or restricted by law.

Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions and interpretations, which are final and binding in all matters related to the Sweepstakes. For purposes of the Sweepstakes, an entrant's e-mail address will be the e-mail address submitted at the time of entry. Entrants will not be allowed to change their e-mail addresses.

3. **HOW TO ENTER THE SWEEPSTAKES:** There are two (2) ways to enter the Sweepstakes:
 - A. **Attend a Subaru and REI Event:** During the Sweepstakes Period, an eligible entrant may attend a Subaru and REI event (each an "Event") (see list below of Event locations). While at an Event, an entrant may locate the Subaru team and register for the Sweepstakes via the Subaru Guestbook App using one (1) of the Subaru team's provided tablets. Once on the Guestbook App, an eligible entrant may complete and submit the registration form including, but not limited to: his/her first and complete last name (no initials), valid e-mail address, phone number, street address (no P.O. Boxes will be allowed), city, state, and zip code. Upon the successful submission of the registration information, an entrant will receive one (1) entry into the Sweepstakes.

Event Dates and Locations:

- Subaru Road Trip at REI
 - July 20–22: Seattle, WA
 - July 27–29: Mountain View, CA
 - August 3–5: San Diego, CA

- August 10–12: Austin, TX
- August 17–19: Denver, CO
- August 24–26: Bloomington, MN
- August 17–19: Jacksonville, FL
- August 24–26: Memphis, TN
- August 31 – September 1: Cary, NC
- September 7-9: Washington, DC
- September 28-30: Vernon Hills, IL
- November 9–11: Kalispell, MT
- REI Outessa
 - August 2–5: Squaw Valley Resort, CA
 - September 13–16: Waterville Valley Resort, NH
- REI Campouts
 - July 7–8: Copper Mountain, CO
 - July 13–15: Sierra Climbfest, CA
 - July 21–22: Angel Island, CA
 - July 21–22: Unicoi State Park, GA
 - July 28–29: Indiana Dunes State Park, IN
 - August 25–26: Angel Island, CA
 - September 14–16: Catalina Island, CA
 - September 22–23: Delaware Water Gap Ntl. Recreation Area, PA
 - October 13–14: Camp Bullfrog Lake, IL
 - October TBD: NC Museum of Art, NC
 - October 27–28: Unicoi State Park, GA

B. Mail-In Entry: To enter without attending an Event, an eligible entrant may hand-write his/her complete name (no initials), valid e-mail address, street address (P.O. Boxes not accepted), city, state, ZIP code, telephone number, and date of birth (MM/DD/YYYY) on a 3½"x5" card ("Mail-In Entry") and mail it with sufficient postage to: Subaru Ascent Sweepstakes Featuring REI, P.O. Box 251328, West Bloomfield, MI 48325. All Mail-In Entries must be postmarked no later than November 30, 2018, and received on or before December 10, 2018, in order to be eligible.

Mail-In Entries must be legibly hand-written. Mechanical reproductions, postage-due, Mail-In Entries mailed in an envelope or sent in excess of the entry limits set forth below will not be accepted. Mail-In Entries received without a verifiable and legible return address will be deemed incomplete and not valid entries.

Regardless of method of entry, there is a limit of one (1) entry per person during the Sweepstakes Period. If more than one (1) entry is received from the same person, telephone number and/or e-mail address during the Sweepstakes Period, all entrant's entries may, at the Sponsor's sole discretion, be disqualified.

4. RANDOM DRAWING: On or around December 11, 2018, the Administrator will randomly select one (1) potential winner from all eligible entries received. The winner is considered a potential winner pending verification of his/her eligibility and compliance with these Official Rules.

5. PRIZE, APPROXIMATE RETAIL VALUE ("ARV"), AND ODDS OF WINNING:

A. Prize (1): The winner will receive a 2019 Subaru Ascent Touring and an REI family camping pack (specific items of the family camping pack determined by Sponsor in its sole discretion) ("Prize"). The approximate retail value ("ARV") of the Prize is \$47,195.

B. Odds of Winning: The odds of winning the Prize depend on the number of eligible Sweepstakes entries received during the Sweepstakes Period.

C. General Conditions: Potential winner must work with Sponsor and is responsible for any additional fees such as tax, title, and fees on the vehicle. No cash equivalent will be awarded instead of vehicle. The Prize vehicle make and model specifications as well as all other details of the vehicle will be determined by Sponsor, at its sole discretion. The winner will be solely responsible for any additional features, upgrades or options to the Prize vehicle. The winner must take delivery of the Prize, at his or her own expense, from Sponsor at a dealership selected by Sponsor based on proximity to winner's residence, or the Prize may, at Sponsor's sole discretion, be forfeited. Sponsor or Administrator will contact winner regarding timing of delivery of the Prize. No other delivery option will be available. The winner is responsible for all taxes and expenses, including but not limited to: sales tax, luxury tax, destination charges, registration, title and license fees, insurance and all other costs incurred in claiming, registering or using the Prize. The winner must present his or her valid driver's license and provide satisfactory proof of liability insurance prior to the delivery of the Prize. The Prize vehicle details and availability are subject to change. The ARV/Manufacturer's Suggested Retail Price of the car portion of the Prize is \$44,695.

In no event will more than one (1) Prize be awarded. If, for any reason, more Prize notifications are sent (or more claims are received) than the number of Prizes available in the Sweepstakes, Sponsor reserves the right to award the Prize in a random drawing from among all Prize claims received.

6. HOW TO CLAIM THE PRIZE: After the random drawing, Administrator will notify the potential winner via e-mail or telephone at the e-mail address or phone number provided at the time of entry. Before being declared the winner, the potential winner will be required to sign and execute an Affidavit of Eligibility/Liability & Publicity Release and tax acknowledgment ("Affidavit"). The potential winner must return a fully executed and notarized Affidavit to the Sponsor or its authorized designee within five (5) calendar days from the date it is postmarked as being sent to the potential winner or the Prize may (in Sponsor's sole discretion) be forfeited. If the potential winner is disqualified, found to be ineligible or not in compliance with these Official Rules, declines to accept the Prize, or in the event that the potential winner fails to return an executed and notarized Affidavit within the five (5) calendar day deadline, the Prize may be forfeited. If the Prize is forfeited, the Prize may be awarded to an alternate winner, selected in a random drawing from among all remaining eligible entries, as determined by Sponsor in its sole discretion. If, after a good-faith attempt, Sponsor is unable to award or deliver the Prize, the Prize may not be re-awarded. The potential winner may be subject to a background check before the Prize is awarded. Sponsor reserves the right to disqualify the potential winner based on the results of such background check if Sponsor determines in its sole discretion that awarding the Prize to any such individual might reflect negatively on the Sponsor. Upon verification of eligibility, the winner will be contacted to make arrangements for the delivery of the car portion of the Prize. The REI gear will be mailed to the winner at the physical address (P.O. Boxes are not permitted) provided at the time of entry.

Sponsor will attempt to notify the potential winner as set forth above, but Sponsor is not responsible for any undelivered e-mails, including without limitation e-mails that are not received because of a winner's privacy or spam filter settings which may divert any Sweepstakes e-mail, including any winner notification e-mail, to a spam or junk folder. If the Prize is unclaimed, unredeemed, or returned as undeliverable, the Prize will not be awarded. Prize is non-transferable and no Prize substitution, exchange or cash equivalent will be allowed, except by Sponsor, who reserves the right to substitute the Prize of equal or greater value in case of unavailability of the Prize or force majeure, at Sponsor's

sole and absolute discretion. Sweepstakes Entities shall not be held responsible for any delays in awarding the Prize for any reason.

The winner shall be solely responsible for payment of any and all applicable federal, state, and local taxes for the Prize won. Sponsor will issue an IRS Form 1099-MISC for the winner. All other costs and expenses not expressly set forth herein shall be solely the winner's responsibility. The Prize will only be awarded to a verified winner.

- 7. LIMITATION OF LIABILITY:** By participating in this Sweepstakes, entrants agree that the Sweepstakes Entities, REI, and each of their respective affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers and each their respective officers, directors, stockholders, employees, representatives, designees and agents ("Released Parties") are not responsible for: (i) lost, late, incomplete, stolen, misdirected, postage due or undeliverable e-mail/text notifications or postal mail; (ii) any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, or availability; (iii) garbled, corrupt or jumbled transmissions, service provider/network accessibility, availability or traffic congestion; (iv) any technical, mechanical, printing or typographical or other error; (v) the incorrect or inaccurate capture of registration information or the failure to capture, or loss of, any such information; (vi) any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Sweepstakes; (vii) any injury or damage, whether personal or property, to entrants or to any person's computer related to or resulting from participating in the Sweepstakes and/or accepting the Prize; and (viii) entries that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Official Rules. Further, the Sweepstakes Entities are not responsible for any unanswered or undeliverable winner notifications.

By entering the Sweepstakes, each entrant agrees: (i) to be bound by these Official Rules, including entry requirements; (ii) to waive any rights to claim ambiguity with respect to these Official Rules; (iii) to waive all of his/her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Sweepstakes; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable attorneys' fees) that may arise in connection with: (a) the Sweepstakes, including, but not limited to, any Sweepstakes-related activity or element thereof, and the entrant's entries, participation or inability to participate in the Sweepstakes; (b) the violation of any third-party privacy, personal, publicity or proprietary rights; (c) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of the Prize (or any component thereof); (d) any change in the prizing (or any components thereof); (e) human error; (f) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties; (g) lost, late, stolen, misdirected, damaged or destroyed prizing (or any element thereof); or (h) the negligence or willful misconduct by entrant.

If, for any reason, the Sweepstakes is not capable of running as planned, Sponsor reserves the right, at its sole and absolute discretion, to cancel, terminate, modify or suspend the Sweepstakes and/or proceed with the Sweepstakes, including the selection of the winner in a manner it deems fair and reasonable, including the selection of the winner from among eligible entries received prior to such cancellation, termination, modification or suspension. In no event will more Prizes be awarded than are stated in these Official Rules. In the event that, due to technical, typographical, mechanical,

administrative, printing, production, computer or other errors, there are more winners than are stated in these Official Rules, a random drawing among the claimants will be held to determine the winner.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

- 8. DISPUTES:** THIS SWEEPSTAKES IS GOVERNED BY, AND WILL BE CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MICHIGAN, AND THE FORUM AND VENUE FOR ANY DISPUTE SHALL BE IN THE OAKLAND COUNTY, MICHIGAN. IF THE CONTROVERSY OR CLAIM IS NOT OTHERWISE RESOLVED THROUGH DIRECT DISCUSSIONS OR MEDIATION, IT SHALL THEN BE RESOLVED BY FINAL AND BINDING ARBITRATION ADMINISTERED BY JAMS IN ACCORDANCE WITH ITS ARBITRATION RULES AND PROCEDURES OR SUBSEQUENT VERSIONS THEREOF ("JAMS RULES"). THE JAMS RULES FOR SELECTION OF AN ARBITRATOR SHALL BE FOLLOWED, EXCEPT THAT THE ARBITRATOR SHALL BE EXPERIENCED AND LICENSED TO PRACTICE LAW IN MICHIGAN. ALL PROCEEDINGS BROUGHT PURSUANT TO THIS PARAGRAPH WILL BE CONDUCTED IN OAKLAND COUNTY, MICHIGAN. THE REMEDY FOR ANY CLAIM SHALL BE LIMITED TO ACTUAL DAMAGES, AND IN NO EVENT SHALL ANY PARTY BE ENTITLED TO RECOVER PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED, INCLUDING ATTORNEYS' FEES OR OTHER SUCH RELATED COSTS OF BRINGING A CLAIM, OR TO RESCIND THIS AGREEMENT OR SEEK INJUNCTIVE OR ANY OTHER EQUITABLE RELIEF. ENTRANTS AGREE THAT THE RIGHTS AND OBLIGATIONS OF ANY ENTRANT AND/OR SWEEPSTAKES ENTITIES AND/OR ANY OTHER PARTY SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION. ANY DEMAND FOR ARBITRATION MUST BE FILED WITHIN ONE (1) YEAR FROM THE END OF THE SWEEPSTAKES PERIOD, OR THE CAUSE OF ACTION SHALL BE FOREVER BARRED.
- 9. PRIVACY:** Sponsor's privacy policy is available at <https://www.subaru.com/company/privacy.html>.
- 10. PUBLICITY RIGHTS:** By participating in this Sweepstakes, each entrant agrees to allow the Sponsor and Sponsor's designee the perpetual right to use his/her name, address (city and state), biographical information, likeness, picture and other information and content provided in connection with the Sweepstakes for promotion, trade, commercial, advertising and publicity purposes in all media worldwide including, but not limited to, on television and the Internet, without notice, review or approval and without additional compensation, except where prohibited by law.
- 11. GENERAL:** Any attempted form of participation in this Sweepstakes other than as described herein is void. Sponsor and Administrator reserve the right to disqualify any entrant found or suspected, in their sole and absolute discretion, to be tampering with the operation of the Sweepstakes; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike manner or with the intent to disrupt the normal operation of this Sweepstakes. Any attempted form of participation in this Sweepstakes other than as in these Official Rules is void. If it is discovered that a person has registered or attempted to register more than once using multiple phone numbers, e-mail addresses, residential addresses, multiple identities, IP addresses, use of proxy servers, or like methods, all of that person's entries will be declared null and void and that person will not be awarded any Prize that he/she might have been entitled to receive. Any use of robotic, automatic, macro, programmed, third party or like methods to participate in the Sweepstakes will void any attempted participation effected by such methods and the disqualification of the individual utilizing the same. Entrants and/or potential

winner may be required to provide proof of identification and eligibility as required by Sponsor or Administrator. In the event of a dispute as to the identity of a winner, the winning entry will be declared made by the authorized account holder of the e-mail address submitted on the registration form associated with such entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each entrant may be required to show proof of being an authorized account holder. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.** If any provision of these Official Rules or any word, phrase, clause, sentence, or other portion thereof should be held unenforceable or invalid for any reason, then that provision or portion thereof shall be modified or deleted in such manner as to render the remaining provisions of these Official Rules valid and enforceable. The invalidity or unenforceability of any provision of these Official Rules or the Prize documents will not affect the validity or enforceability of any other provision. No entrant shall have the right to modify or amend these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision and such provision shall remain in full force and effect. All entries and/or materials submitted become the property of Sponsor and will not be returned. In the event of any conflict with any Sweepstakes details contained in these Official Rules and Sweepstakes details contained in any promotional materials (including but not limited to point of sale, television and print advertising, promotional packaging and other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

12. WINNER LIST: For the name of the winner, interested individuals should mail a self-addressed stamped business envelope to: Winners List – Subaru Ascent Sweepstakes Featuring REI, P.O. Box 251328, West Bloomfield, MI 48325. Winners List requests must be received no later than January 30, 2019.

© 2018 Subaru of America, Inc. All Rights Reserved.