

# **Western Star “STAR NATION Experience” Contest 2024 OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT INCREASE THE ODDS OF WINNING. VOID WHERE PROHIBITED BY LAW.**



1. **Contest Period:** The Western Star “Star Nation Experience” Contest (the “Contest”) begins on January 23, 2024 at 12:00:01 AM Eastern Daylight Time ("EDT") and ends on May 31, 2024 at 11:59:59 PM EDT (the "Contest Period"). All entries must be received by May 31, 2024 at 11:59:59 PM EDT. Sponsor’s internal business computer will be the official clock of this Contest.

2. **Sponsor:** The Contest is sponsored by Daimler Truck North America, 4555 N. Channel Ave. Portland, OR 97217 ("Sponsor").

3. **Eligibility:** The Contest is open to all legal residents of the fifty (50) United States, District of Columbia and Canada (except for the Province of Quebec) who are: (A) 21 years of age or older at the time of entry, (B) have completed the entry requirements during the Contest Period, and (C) are actively working in the trucking industry or an active user of the American Truck Simulator by SCS Software. Employees (including temporary employees employed during the Contest Period) of Sponsor, its parent companies, affiliates, subsidiaries, advertising and promotion agencies, or those entities associated with the development, distribution, funding or implementation of this Contest, and their immediate family members (spouse, siblings, children and parents, regardless of where they live) and/or persons living in their same household (whether related or not), are not eligible to participate in the Contest. Participation in the Contest constitutes entrant’s full and unconditional acceptance of and agreement to be bound by these “Western Star ‘Star Nation Experience’ Contest - Official Rules” herein (“Official Rules”) and each entrant represents and warrants that s/he meets the eligibility requirements set forth herein. Entrant further agrees to accept the decisions of Sponsor as final and binding as it relates to the Contest, and agrees that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules. **VOID WHERE PROHIBITED OR RESTRICTED BY LAW, RULE, REGULATION OR ORDINANCE.**

4. **Entry Requirements and How to Enter:** During the Contest Period, an entrant may enter by visiting the Contest tab on the Western Star page, <https://www.westernstartrucks.com/star-nation> (the "Entry Form") and submitting an answer the questions provided on the Entry Form (the “Submission”), one (1) photo or (1) video that shows the Western Star Truck (as defined below) that the entrant uses the most (the “Photo” or "Video"), and information about the entrant, including his or her name, profession, date of birth, social media handles and email address. While not required for entry, a Commercial Drivers License will be required to participate in all Grand Prize trip activities. “Western Star Truck” includes any commercial truck manufactured by Western Star Truck or visual representation (Photo or Video) of the virtual Western Star Truck used by the entrant in American Truck Simulator by SCS Software. For clarity, and without limiting the foregoing, entrant is not required to purchase a Western Star Truck to take and submit a photo or video as part of the submission. Entrants are able to use a Western Star Truck owned by friend, colleague, employer or other person. Limit of one (1) entry

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per eligible person and email address during the Contest Period. Multiple participants are not permitted to share the same email address.

By submitting a Photo or a Video and the Submission, entrant fully agrees to give Sponsor and the Daimler Truck North America Dealer Group a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Photo or Video and Submission and any and all other text accompanying the entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including without limitation for promotional or marketing purposes. Each entrant also grants a waiver and full release relating to the entry, including without limitation, waiving rights of publicity or privacy of the entrant. If requested, entrant will sign any documents that may be required for Sponsor or its designees to make use of the Photo or Video and Submission, including a Winner’s Release prepared by Sponsor. By entering, you warrant and represent that you are the sole and exclusive owner of the Photo or Video and Submission and the Photo or Video and Submission will not infringe on any rights of any third parties, and you further agree that your Photo or Video and Submission conforms to these Official Rules.

Personal information provided on the Entry Form will be handled in accordance with Section 14 of these Official Rules. All entries will become the property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered regarding the status of any entry. In Sponsor’s sole discretion, entries that do not comply with these Official Rules may result in disqualification. Incomplete or illegible entries will not be considered. Any attempt to obtain more than the permitted number of entries by using multiple identities, registrations, logins, or any other methods may void entries and may result in being disqualified from the Contest. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries. Sponsor reserves the right, in its sole discretion, to disqualify any entry at any time which, in Sponsor’s opinion, is offensive, contains unsuitable material, endangers the safety or wellbeing of any entrant, or if it is determined the entrant has not complied with applicable laws. In the event of a dispute as to any entry, the Authorized Account Holder of the email address associated with the contest entry form will be deemed to be the entrant. The “Authorized Account Holder” is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the Authorized Account Holders.

**5. Prizes:** Eight (8) total Grand Prize winners (defined below) – will be selected based on the criteria set forth in Sections 6 and 7 below. Total number of Grand Prize winners may change but will not be less than five (5) total Grand Prize winners. A minimum of two (2) Grand Prizes shall be awarded to entrants who submit a Photo or Video of a virtual Western Star Truck used by entrant in American Truck Simulator by SCS Software.

The Grand Prize(s): As used in these Official Rules, a “Grand Prize” means, subject to the restrictions and limitations below, a four-day, three-night trip to Bend, Oregon for each of the winners, who are at least 21 years of age or older, on August 8, 2024 through August 11,

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2024. The winners will consist of people currently working in the trucking industry or users of American Truck Simulator by SCS Software. Winners are not required to have a current and active Commercial Drivers License but in order to fully participate in all of the activities on the Grand Prize trip, winners must have a CDL.. The four-day/three-night trip includes (i) round-trip coach air transportation from a major airport in the United States, District of Columbia and Canada (except for the Province of Quebec) nearest the winner’s home to Bend, Oregon – each winner must travel from one departure location and must travel on the same itinerary; (ii) standard hotel accommodations, for three (3) nights from August 8, 2024 to August 11, 2024; (iii) transportation to and from the airport and hotel while in Bend, Oregon; and (iv) certain meals provided at the discretion of Sponsor. Monetary support for and/or the funding of the Grand Prize may be provided by third parties. The Grand Prize may also include, subject to any scheduling, availability or weather issues, a brand campaign photoshoot and video testimonial shoot, a private guided tour and driver experience at the Daimler Truck North America High Desert Proving Grounds, an all-terrain vehicle experience with a licensed company, and a half-day guided fishing trip with a licensed company. The awarding of a Grand Prize and its applicable travel dates are subject to ongoing local, state and federal travel restrictions and other health considerations due to COVID-19.

All travel arrangements must be made by Sponsor and travel must take place on dates specified by Sponsor which are subject to change at the Sponsor’s sole discretion. If a winner lives within two hundred (200) miles from the event destination(s) described above, the Sponsor may elect to provide the winner with ground transportation to the hotel, rather than air transportation, and no compensation or substitution will be provided for any difference in prize value. The winner must be able to travel to the destination on the dates mentioned above, be prepared to stay for three (3) nights and be able to attend the events described above. **BY ENTERING THE CONTEST, ENTRANT AGREES TO FULLY COOPERATE IN THE PHOTO SHOOT AND VIDEO TESTIMONIAL IF SELECTED TO WIN THE GRAND PRIZE**, unless the photo shoot or video testimonial is cancelled in Sponsor’s sole discretion. If winners are unable or unwilling to travel on the dates specified, the Grand Prize may be forfeited and awarded to an alternate winner. Travel prizes are subject to the terms and conditions of travel service providers. Certain restrictions may apply. The ARV of the Grand Prize is subject to fluctuations in airfare and the value may vary depending on the location of the departure city. Any difference in the stated ARV and the actual value of the Grand Prize will not be awarded. All other expenses not specified herein, including flight insurance, travel insurance, meals not otherwise provided by Sponsor, and personal expenses are the sole responsibility of the winner. ARV of each Grand Prize is \$5,000 approximately.

The Grand Prize (collectively, the “Prize” or “Prizes”) are non-transferable. No cash or other substitution of Prize will be made, except at Sponsor’s sole discretion. The Sponsor reserves the right to substitute a Prize for one of equal or greater value. The Sponsor will not replace any lost or stolen Prizes and are not responsible for any lost, mutilated or stolen tickets, travel vouchers or certificates. Sponsor is not responsible for any inability of any winner to accept or use any Prize (or portion thereof) for any reason.

### **6. Winner Selection and Requirements**

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a. **Winner Selection:** At the end of the Contest Period, on or about June 7, 2024, Sponsor will use the judging criteria outlined in Section 7 to select between five (5) and eight (8) entries as Grand Prize winners. The Grand Prize winners will be the entrants who submitted the highest scoring entries. Notwithstanding the foregoing, a minimum of two (2) Grand Prizes shall be awarded to entrants who submit a Photo or Video of a virtual Western Star Truck used by entrant in American Truck Simulator by SCS Software. In the event of a tie in selecting a Grand Prize winner, Sponsor will conduct an additional round of voting between the tied entries to select the winner. Decisions of the Sponsor will be final and binding on all matters relating to this Contest.

b. **Winner Notification:** Winners will be notified by e-mail and/or through the social media messaging platform within thirty (30) business days of each winner selection. If a potential winner cannot be reached, does not respond within fifteen (15) business days of the first notification attempt, is found to be ineligible, or declines to accept the applicable Prize, the potential winner may be disqualified in Sponsor’s sole discretion. In such event, the Prize will be forfeited, and an alternate winner will be selected from all the remaining qualified entries, based on the judging criteria set forth in these Official Rules. Sponsor shall have no liability for a winner’s failure to receive notices due to winner’s spam, junk e-mail, , or other security settings, or for winner’s provision of incorrect or otherwise non-functioning contact information.

c. **Required Affidavit and Release:** Each potential winner will be required to complete, sign and return to Sponsor and/or its agent, a release and declaration of compliance and a publicity release within five (5) days of receipt of such documents from Sponsor. If such documents to be completed and signed by the potential winner are not returned to Sponsor prior to such deadline, any Prize won may be forfeited in Sponsor’s sole discretion.

d. **Responsibility for Prize/Taxes:** If entrant wins a Prize, entrant understands and agrees that s/he is solely responsible for the use, care and maintenance of the Prize, including all insurance requirements, licensing requirements, and liability for use. **PRIZES ARE AWARDED “AS IS” WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY SPONSOR, AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANT ABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** All Prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for each recipient who received a prize/award if the annual aggregate is at least \$600 or more. Winners must complete and submit a W-9 form to receive any Prize. The recipient should consult his/her tax advisor for the proper tax treatment of this income on his/her tax return.

e. **Compliance with Laws:** Receipt of any Prize offered in this Contest is conditioned upon the entrant’s compliance with these Official Rules and all federal and state laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER MAY (AT SPONSOR’S SOLE DISCRETION) RESULT IN SUCH WINNER’S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED.** If any provision of these

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Official Rules shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.

**7. Judging Criteria:** Eligible entries will be judged and scored internally by Sponsor based upon the following criteria as it relates to the Submission and Photo provided on the Entry Form.

1. One-half of the score will be based upon the extent to which the Submission’s content answers the questions asked and demonstrates knowledge of and involvement in the trucking industry;
2. One-half of the score will be based upon the extent to which the Photo or Video submitted and/or the entrant’s industry and social media presence demonstrates entrant’s positive standing in the community, involvement/occupation within the trucking industry and enthusiasm for Western Star trucks.

**8. Publicity:** By entering this Contest, entrant understands and agrees that Sponsor and the Daimler Truck North America Dealer Group, anyone acting on behalf of Sponsor or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity (including, without limitation, Sponsor’s websites, social media accounts, newsletters), the entry, including without limitation, the Submission, the Photo or Video, other entry materials or information, any photographs or videos of the entrant which may be taken as part of a Prize or Prize-related event, and entrant’s name, hometown, images and likenesses for editorial, advertising, publicity, and promotional purposes without additional compensation.

**9. RELEASE AND HOLD HARMLESS: BY ENTERING THIS CONTEST, THE ENTRANT HEREBY AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, ITS PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND THOSE ENTITIES ASSOCIATED WITH THE DEVELOPMENT, FUNDING, DISTRIBUTION AND IMPLEMENTATION OF THIS CONTEST, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE CONTEST, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF SPONSOR OR NOT, INCLUDING ALL CLAIMS OR THREATENED CLAIMS RELATING TO (A) PARTICIPATION IN THE CONTEST;(B) ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE; (C) PARTICIPATION IN ANY CONTEST OR PRIZE-RELATED ACTIVITY; (D) TECHNICAL FAILURES OF ANY KIND; OR(E) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR PROCESSING OF ENTRIES.**

**10. Termination:** Sponsor reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Contest. Examples of reasons for termination or modification of the Contest may include (without limitation) Sponsor’s inability to reasonably or fairly conduct or administer the Contest due to business changes, viruses, malware, security breaches,

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non-authorized human intervention, fraud or other causes beyond Sponsor’s control. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Official Rules. Entry materials that have been tampered with or altered are void. **ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVED THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH ENTRANT(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

11. **General Rules:** The Sponsor is not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence; (ii) theft, destruction, unauthorized access to or alterations of entry materials; (iii) any typographical or other errors in the printing of these Official Rules, administration of this Contest or in the announcement of any winner(s) or Prize(s); or (iv) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By participating in the Contest, entrant acknowledges that entrant has read these Official Rules and any other terms and conditions, rules, guidelines or policies applicable to the Contest, and agrees to abide by them.

12. **Social Media:** The Contest is administered through WesternStarTrucks.com and may be advertised through Facebook or other social media platforms, such as Twitter or Instagram (“Social Media”). By participating in the Contest, entrant understands and acknowledges that the Contest is in no way sponsored, endorsed, administered by, or associated with any Social Media platform on which it is offered or advertised, including Facebook. Entrant agrees to adhere to all rules established by Social Media platforms and will not create multiple Social Media accounts, or repeatedly post duplicate or near duplicate information or links to enter into the Contest multiple times. Any information you provide for the Contest is being provided to Sponsor rather than Facebook or any other Social Media platform. Entrant fully releases Facebook and all other Social Media from all claims, losses and harm that entrant may allege or incur relating to this Contest.

13. **DISPUTES RESOLVED VIA ARBITRATION:** To the fullest extent permitted by law, by participating in the Contest, entrant understands and agrees that any claim or dispute regarding the Contest or these Official Rules will be resolved individually (**NOT AS PART OF A CLASS ACTION/PROCEEDING**) and by means of binding arbitration (**NOT IN A COURT OF LAW; THE RIGHT TO A JURY TRIAL IS BEING WAIVED**). Such arbitration will be before a one-member panel of the American Arbitration Association (“AAA”) pursuant to the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (“AAA Rules”) (to the extent the AAA Rules are consistent with these Official Rules). The panel member will be reasonably acceptable to both parties. If entrant and Sponsor cannot reasonably agree to a single panel member, the AAA will unilaterally appoint the panel member. The panel member may conduct the arbitration by telephone, online, by written submissions, or any combination of the foregoing, as determined by the panel member. The arbitration will be conducted under the Federal Arbitration Act (“FAA”) and will be governed by

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Ohio law, without regard for the conflicts of law doctrine. Additionally, by participating in the Contest, each entrant agrees that, regardless of whether a claim proceeds in arbitration or in court, (1) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event legal/attorneys’ fees; and (2) **UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES ALL RIGHTS TO CLAIM, 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.**

**14. Personal Information and Privacy Policy:** If Entrant opts-in the personal information submitted by entrants may be used by Sponsor and its affiliates to subscribe the entrant in the Western Star Trucks and Daimler Truck North America email communications and to provide information, product information and introductions, and other subscription benefits as described in these Official Rules, and will otherwise be handled in accordance with the Daimler Truck North America Company Privacy Policy located at <https://northamerica.daimlertruck.com/privacy-policy/> (“Privacy Policy”). Except to the extent restricted by applicable law and except where the entrant has specifically opted out, by participating in the Contest, entrants hereby agree to Sponsor’s collection and use of their personal data and acknowledge that they have read and accepted these Official Rules and Sponsor’s Privacy Policy. Except as stated above, personal data will only be used for the purpose of administering the Contest and notifying entrants if they have been selected as an eligible Prize winner.

**15. Winner's List:** For a list of the prize winners, which will be available seven (7) days after the announcement of the winners, send your request specifying Contest name to the email address [cmartin@engageadcom.com](mailto:cmartin@engageadcom.com).

