

The SpicerParts' "KOH 2021 T-Shirt Giveaway". CONTEST OFFICIAL RULES

Important: Please read these rules before entering The SpicerParts' "KOH 2021 T-Shirt Giveaway"

By participating in this contest ("Contest"), you agree to be bound by these Official Rules and represent that you satisfy all of the eligibility requirements below.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST.

- 1. Eligibility.** The SpicerParts' "KOH 2021 T-Shirt Giveaway" IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA WHO ARE AT LEAST 18 YEARS OLD (OR THE AGE OF MAJORITY UNDER APPLICABLE LAW). IF YOU DO NOT MEET ANY OF THESE REQUIREMENTS, OR ANY OTHER ELIGIBILITY REQUIREMENTS IN THESE OFFICIAL RULES, THEN YOU ARE NOT ELIGIBLE TO WIN A PRIZE, AND DANA LIMITED ("DANA") RESERVES THE RIGHT NOT TO AWARD PRIZES TO YOU. If you have an APO or FPO mailing address, you must identify your state of permanent residence. To be eligible to win a prize, entries must be completed and received by DANA in the manner designated below. Directors, officers and employees of DANA and any of their respective affiliate companies, subsidiaries, agents, professional advisors, advertising and promotional agencies, and immediate families of each are not eligible to win any prizes. All applicable federal, state, and local laws and regulations apply. Offer is void where prohibited by law.
- 2. Disclaimer.** DANA and any of its parent companies, subsidiaries, affiliates, directors, officers, professional advisors, employees and agencies (collectively, the "Released Parties") will not be responsible for: (a) any late, lost, misrouted, garbled or distorted or damaged transmissions or entries; (b) telephone, electronic, hardware, software, network, Internet, or other computer- or communications-related malfunctions or failures; (c) any Contest disruptions, injuries, losses or damages caused by events beyond the control of DANA or by non-authorized human intervention; or (d) any printing or typographical errors in any materials associated with the Contest.
- 3. Contest Period.** The Contest starts on Wednesday February 3, 2021 at 8:00 AM EST and ends on Sunday February 14, 2021 11:59 PM EST (the "Contest Period"). All entries must be received during the Contest Period to be eligible to win a prize. DANA's computer is the official time-keeping device for the Contest.
- 4. How to Enter.** To enter the contest, you are required to (1) visit the SPICERPARTS website found at <https://www.spicerparts.com>; and (2) follow the instructions on how to submit your entry (the "Submission"). By uploading your Submission, you agree that your Submission conforms to the Content Restrictions listed below and that DANA, in its sole discretion, may remove your Submission and disqualify you from the Contest if it believes, in its sole discretion, that your Submission fails to conform to the Content Restrictions. Robotic, programmed, script, macro or other automated entries or entries using third-party web site or software are void. Once a Submission is submitted, it cannot be changed, altered, or modified. No forms of entry other than as stated in these Official Rules will be accepted.

5. **Rights Granted.** By uploading your Submission, you: (a) grant to DANA (and DANA's licensees and assigns) a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, and otherwise exploit the Submission in all media now known or hereafter devised, including but not limited to DANA's marketing and sales materials, DANA's website and DANA's social media pages, throughout the universe, in any way DANA sees fit including, but not limited to, entertainment, instruction/education, promotional, advertising and/or marketing purposes; (b) hereby waive any so-called moral (e.g., creative rights) in your Submission; (c) promote the winner of the prize on social media; and, (d) represent and warrant that you have the authority to grant the rights herein. In connection with all rights granted herein, DANA (and DANA's licensees and assigns) shall also have the irrevocable right to incorporate Submissions, in whole or in part, into other works, in any form, media or technology now known or hereafter developed. If necessary, you will sign any necessary documentation that may be required for DANA or its designees to make use of the non-exclusive rights you are granting to use the Submission. Proof of submission will not be deemed proof of receipt by DANA.
6. **Content Restrictions:**
- The Submission must not contain material that violates, misappropriates, or infringes upon any law or regulation or the rights of any third party, including any copyright, trademark, or any rights of publicity or privacy or an individual's likeness (dead or alive), refer to a public figure, or any other intellectual property or proprietary rights;
 - The Submission must not defame, misrepresent, or disparage any person or entity;
 - The Submission must not contain material that is inappropriate, pornography, profane, of a sexual nature, indecent, obscene hateful, tortious, and/or defamatory;
 - The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
 - The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.
 - The Submission must not promote a political agenda regardless of the political affiliation.
 - The Submission must not primarily act as an advertisement or product placement for any particular product, service or brand.
7. **Selection and Notification of Winner.** DANA will choose the winner by a random selection process completed by a third-party. Once selected, DANA will notify the winner by email. To claim the prize,
8. **Identity of Entrant.** If a dispute arises about your identity, entries made online will be declared made by the authorized account holder of the email address submitted at time of entry. An authorized account holder is defined as the natural person who is assigned to an email address by an Internet access provider, online service provider or other organization (e.g., business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address. The winner may be required to provide DANA with proof that the winner is the authorized account holder of the email address associated with the winning entry.
9. **Prize.** The prize is either a Dana shirt or Ultimate Adventure Poster (the "Prize"). The total approximate retail value of the Prize is US\$ 10. **ALL FEDERAL, STATE AND LOCAL TAXES**

ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZES ARE THE SOLE RESPONSIBILITY OF THE WINNER. If the Prize is returned as undeliverable or otherwise not claimed within ten (10) days after delivery of notification, the Prize will be forfeited. The Prize is not transferable, is not eligible for the DANA member refund, and may not be used with any other promotional discount. No substitutions or exchanges (including for cash) of the Prize will be permitted, except that DANA reserves the right to substitute a Prize of comparable or greater value for the Prize.

10. **Selection of Prize.** Actual specification of the Prize shall be selected by DANA, in its sole discretion, and may vary depending on availability.
11. **General Release.** By entering the Contest, you release DANA and all Released Parties from any liability whatsoever, and waive any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or delivery, mis-delivery, acceptance, possession, or use of or inability to use any Prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional), whether under a theory of contract, tort (including negligence), warranty or other theory.
12. **Use of Winner's Name, Likeness, etc.** Except where prohibited by law, entry into the Contest constitutes permission to use winner's name, likeness, persona, hometown, and/or Prize information in all media now known or later devised throughout the universe in perpetuity for all purposes DANA deems appropriate - including, without limitation, for promotional and publicity purposes - without further permission or compensation. As a condition of being awarded any Prize, except where prohibited by law, winner may (in DANA's sole discretion) be required to execute a written consent, confirming DANA's right to use such winner's name, likeness, persona, hometown, and/or Prize information without further permission or compensation.
13. **Affidavit and Release.** As a condition of being awarded any Prize, winner may be required to execute and deliver to DANA a signed affidavit of eligibility, social security number, acceptance of these Official Rules, release of liability, and any other legal, regulatory, or tax-related documents required by DANA in its sole discretion.
14. **Rules Request.** To obtain a copy of these Official Rules, send an email with subject line: "The SpicerParts' "KOH 2021 T-Shirt Giveaway" to spicerpartssocialmedia@dana.com.
15. **Intellectual Property Notice.** DANA and SPICER are trademarks of Dana Limited. The Contest and all accompanying materials are copyright 2021 by Dana Limited. All rights are reserved.

16. **Entrant's Personal Information:** Information from your Submission and any addition information collected from the winner is subject to DANA's Privacy Policy. See Privacy Policy below:

Privacy Policy:

This explains our privacy policy related to the use and protection of any personal information you submit to Dana Limited's Spicer Parts "KOH 2021 T-Shirt Giveaway". Dana Limited reserves the right to collect, process and analyze personal data submitted to this website for the purpose of the Spicer Parts "KOH 2021 T-Shirt Giveaway". and other lawful commercial purposes.

Personal data (such as your full name and email address) submitted to this website shall be kept confidential. However, Dana Limited reserves the right to publish your name in relation to your Submission and may contact you for purposes related to the Spicer Parts "KOH 2021 T-Shirt Giveaway". Your personal data shall not be forwarded to third parties unless you give your express authorization or unless disclosure of such information is necessary to identify, investigate or engage in legal proceedings against any person who infringes the rights of Dana Limited or other persons, and particularly if required to do so by law, or if you use the website to disseminate illegal matter.

Dana Limited shall take commercially reasonable efforts to ensure that your personal data are protected against any non-authorized processing. In particular, Dana Limited shall take commercially reasonable efforts to protect such data against the risk of accidental or unauthorized destruction, accidental loss, technical errors, falsification, theft or illegal use, modification, copying, and unauthorized access or other processing.

You hereby recognize that it is not possible to guarantee absolute security in the transfer of data via the Internet. Consequently, personal data are communicated to Dana Limited under your full and sole responsibility. Dana Limited cannot be held responsible for any incident which may occur during the transmission of the data by you, such as loss of data or piracy of the communication by a third party.

You have the right to ask for the details of your personal data to be corrected or deleted, by submitting to Dana Limited a signed and dated request by post, together with a copy of official proof of identity.

17. **Miscellaneous.** The Spicer Parts "KOH 2021 T-Shirt Giveaway" and these Official Rules will be governed, construed, and interpreted under the laws of the state of Ohio, U.S.A. You agree to be bound by these Official Rules and by the decisions of DANA, which are final and binding in all respects. DANA reserves the right to change these Official Rules at any time, in its sole discretion, and to suspend or cancel the Contest or any entrant's participation in the Contest should viruses, bugs, unauthorized human intervention, or other causes beyond DANA's control affect the administration, security or proper play of the Contest, or DANA otherwise becomes (as determined in its sole discretion) incapable of running the Contest as planned, in which event all Prizes will be awarded via the judging process outlined in these Official Rules, from among all eligible entries received prior to cancellation. Notwithstanding the foregoing, DANA reserves the right to amend, modify, or cancel the Contest at any time without notice. Entrants who violate these Official Rules; violate any law, rule, or regulation in connection with participation in the Contest; tamper with the operation of the Contest or engage in any conduct that is detrimental or unfair to DANA, the Contest, or any other entrant (in each case as determined in DANA's sole discretion) are subject to disqualification from entry into the Contest. DANA reserves the right to lock out persons whose eligibility is in question or who have been disqualified or are otherwise ineligible to enter the Contest. Any provision of these Official Rules deemed unenforceable will be enforced to the extent permissible, and the remainder of these Official Rules will remain in effect. If you have any questions about these Official Rules or the

Contest, please email them to spicerpartsocialmedia@dana.com or send written questions to The SpicerParts' "KOH 2021 T-Shirt Giveaway"..

18. **Contest Sponsor:** Dana Limited, 3939 Technology Drive, Maumee, Ohio 43537.