

Winnebago + Adventure Wagon Promotion Terms and Conditions

- Promotion.** Winnebago Industries, Inc. ("Winnebago") customers will be eligible to receive up to two (2) Blaupunkt Foldable e-Bikes, (1) EcoFlow Wave 2 Portable Air Conditioner and Heater and/or (1) EcoFlow Delta Pro Smart Extra Battery (each a "Promotion Item" and together "Promotion Items") upon the purchase of a new and unregistered Winnebago + Adventure Wagon model (the "Promotion") in accordance with the Terms and Conditions identified herein.
- Promotion Period.** This Promotion will run from August 1, 2023 through May 31, 2024 (the "Promotion Period").
- Promotion Items and Restrictions.** Promotion Items will be offered upon purchase of any new and unregistered Winnebago + Adventure Wagon (44m, 70SE) (each an "Eligible Model"). Promotion Items are available on a first come, first served basis, while supplies last. Not all Promotion Items will be available throughout the Promotion Period. Winnebago reserves the right to substitute items of like function and value for at its discretion, each to be considered a Promotion Item. Promotion Items are not for resale and will not be replaced if lost or stolen. Only one (1) set of Promotion Items may be claimed per Eligible Model purchased.
- Eligibility.** The Promotion Items are available to purchasers who are (a) at least 18 years of age; (b) who are legal residents of the United States of America (50 states and District of Columbia) or Canada (Provinces); and (c) and who purchase an Eligible Model from select dealerships also residing in the United States and Canada during the Promotion Period. By participating in the Promotion as described in these terms and conditions, each participant represents and warrants that he or she is eighteen years of age, a resident of the required locations, and fully agrees to and complies with these terms and conditions.
- How to Claim Promotion Items.** The dealership where you buy your Eligible Model will assist you with claiming your Promotion Items. In order to claim your Promotion Items, your dealer will provide to Winnebago: (a) Proof of your successful purchase of an Eligible Model; (b) your name; and (c) your address.
- Delivery.** Promotion Items will be delivered to you at your address within 8 weeks after you purchase an Eligible Model, however, fulfillment times may vary.
- Conduct.** By participating in this promotion and/or receipt of Promotion Items, you agree that you have read and agree to these terms and conditions.
- General.** This Promotion is subject to all applicable laws and void where prohibited. Promotion Item recipients (each a "Recipient") assume all liability for any injuries or damage caused or claimed to be caused by participation in this Promotion or by the use or misuse of any of the Promotion Items. If, in Winnebago's opinion, there is any suspected or actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any portion of this Promotion, or if fraud or technical difficulties of any sort (e.g., computer viruses, bugs) compromise the integrity of the Promotion, Winnebago reserves the right to terminate the Promotion and distribute the Promotion Items in its sole discretion. Any attempt to deliberately damage the Winnebago website or undermine the legitimate operation of the Promotion may be in violation of U.S. criminal and civil laws and will result in disqualification from the Promotion. Should such an attempt be made, Winnebago reserves the right to seek remedies and damages (including attorney's fees) to the fullest extent of the law, including pursuing criminal prosecution. Winnebago reserves the right to correct errors in any promotional materials and in this Terms and Conditions.
- Disputes.** As a condition of participating in this Promotion and receiving Promotion Items, you agree that any and all disputes that cannot be resolved between Recipient or participant and Winnebago, and causes of action arising out of or connected with the Promotion or these terms and conditions, shall be resolved individually, without resort to any form of class action, exclusively before a court of competent jurisdiction located in the County of Hennepin, State of Minnesota and participant irrevocably consents to the jurisdiction of the federal and state courts located in the County of Hennepin, State of Minnesota with respect to any such dispute, cause of action, or other matter. All disputes will be governed and controlled by the laws of the State of Minnesota (without regard for its conflicts-of-laws principles). Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby irrevocably waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs incurred directly in connection with participant's participation in the Promotion), and participant further irrevocably waives all rights to have damages multiplied or increased, if any. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY. All federal, state, and local laws and regulations apply.
- DISCLAIMER.** PROMOTION ITEMS ARE PROVIDED ON AN "AS IS" BASIS, WITHOUT FURTHER WARRANTY OF ANY KIND. WINNEBAGO HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO PROMOTION ITEMS.
- RELEASE OF LIABILITY.** BY PARTICIPATING IN THE PROMOTION, RECIPIENTS, ON BEHALF OF THEMSELVES AND THEIR HEIRS, EXECUTORS, ASSIGNS AND REPRESENTATIVES, RELEASE AND HOLD WINNEBAGO, BLAUPUNKT AND ECOFLOW, AND THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATED COMPANIES, UNITS AND DIVISIONS, AND THE CURRENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, AND ALL THOSE ACTING UNDER THE AUTHORITY OF THE FOREGOING, OR ANY OF THEM (INCLUDING, BUT NOT LIMITED TO, ADVERTISING AND PROMOTIONAL AGENCIES AND PROMOTION ITEM SUPPLIERS) (EACH A "RELEASED PARTY"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, INJURY, LOSS, DAMAGES, LIABILITIES AND OBLIGATIONS OF ANY KIND WHATSOEVER (COLLECTIVELY, THE "CLAIMS") WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHICH RECIPIENT EVER HAD, NOW HAVE, OR HEREAFTER CAN, SHALL OR MAY HAVE, AGAINST THE RELEASED PARTIES (OR ANY OF THEM), INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING FROM OR RELATED TO THE PROMOTION OR RECIPIENT'S PARTICIPATION IN THE PROMOTION (INCLUDING, WITHOUT LIMITATION, CLAIMS RELATING TO THE RECEIPT, OWNERSHIP, USE, MISUSE, TRANSFER, SALE OR OTHER DISPOSITION OF PROMOTION ITEMS. All matters relating to the interpretation and application of these Terms and Conditions shall be decided by Winnebago in its sole discretion.
- Privacy and Additional Terms.** Information collected from Recipients in connection with this Promotion is subject to Winnebago's Privacy Policy which may be found at <https://winnebago.com/privacy-policy>. Any use of Winnebago's Website in connection with this Promotion is subject to Winnebago's Website Terms of Use which may be found at <https://winnebago.com/privacy-policy#Websitetermsfuse>.