

**Wounded Warrior Project™**  
**Victory Motorcycle with Jay Leno Autographed Helmet, and**  
**Motor Speedway Experience Auction**



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**Official Terms and Conditions**

These Official Terms and Conditions govern the “Wounded Warrior Project Victory Motorcycle with Jay Leno Autographed Helmet, and Motor Speedway Experience Auction” (the “Promotion”) conducted by Wounded Warrior Project, Inc. (“WWP”) to raise promotion and awareness for WWP, whose mission is to honor and empower wounded warriors. Proceeds from the auction will benefit WWP. By participating in this Promotion, bidders agree to be bound by these Official Terms and Conditions, and that the decisions of WWP are final.

1. For the Promotion, WWP will conduct an online auction; the highest Winning Bidder, as defined in Section 5 below, of the online auction will receive a Cross Country Tour Victory Motorcycle, a Victory helmet autographed by Jay Leno, a Fulmer Firetrak2 jacket, and a trip for two to the 2012 Indianapolis MotoGP motorcycle racing event on August 16-19, 2012 which includes air, hotel, track transport and meals (collectively and hereinafter referred to as the “Auction Package”).
2. The auction will begin on May 31, 2012 at approximately 6:00 pm Eastern Standard Time (“EST”) and end on June 7, 2012 at approximately 9:00 pm EST. To participate in the Promotion, you may log onto [www.woundedwarriorproject.org](http://www.woundedwarriorproject.org) and follow the links and instructions to enter the Promotion, register and submit your bid. Information collected in connection with your registration is subject to WWP’s privacy policy available at: <http://www.woundedwarriorproject.org/media/42796/wwp-website-privacy-policy.pdf>. Once you register, you may bid on the Auction Package as often as you like.
3. The starting bid for the Auction Package will be Ten Thousand Dollars (\$10,000) and this amount is the minimum bid that will be accepted as a starting bid. If bidding has already begun, you must bid higher than the current high bid by at least Five Hundred Dollars (\$500) in order to have your bid accepted. If your bid is accepted as the new high bid, you will see your bid listed on the auction item page as the new high bidder. If you are outbid during the course of the auction, you may continue to bid above the highest bidder. Once a bid is placed, it may not be retracted or otherwise canceled for any reason.
4. Entry bids will be deemed made by the person who submitted their name, address, email address and credit card information at the time of entry. Proof of submission of a bid shall not be deemed proof of receipt by WWP. WWP’s computer is the official time keeping device for the Promotion. WWP is not responsible for bids not received due to difficulty accessing the internet, service outage or delays, computer difficulties and other technological problems. WWP reserves the right to cancel any bid it believes is not made in good faith.
5. All bids for the auction must be received by 9:00 pm EST on June 7, 2012. Of the bidding submissions for the auction, the highest winning bid will be chosen as the grand prize winner of the Auction Package. The person with the highest bid for the Auction Package at the close of the

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auction will be entitled to claim the Auction Package (hereinafter, the “Winning Bidder”), subject to payment of the winning bid amount and fulfilling all requirements listed in these Official Terms and Conditions. WWP shall have sole and final discretion to determine the Winning Bidder. The decision of WWP shall be final and binding in all disputes.

6. The highest Winning Bidder will be notified by phone by WWP within seventy-two (72) hours of the auction closing. The Winning Bidder must submit the winning bid amount to WWP within seventy-two (72) hours of notification. Payment must be made directly to WWP; the following payment methods are acceptable: (a) credit cards (VISA, MasterCard, American Express, Discover) and debit/check cards; (b) checks (personal, certified, cashiers, travelers), payable to “Wounded Warrior Project, Inc.”; and (c) money orders (U.S. Postal) and bank drafts, payable to “Wounded Warrior Project, Inc.”

If a potential winner cannot be contacted, fails to remit full payment of the winning bid amount to WWP, fails to sign and return the liability/publicity release within the required time period, if the winning bid funds are returned for insufficient funds or ACH clearance failure, or if the Auction Package is returned as undeliverable, the potential winner forfeits the prize.

7. The fair market value of the Auction Package is Twenty-Six Thousand One Hundred Forty Eight Dollars and Ninety-Nine Cents (\$26,148.99). The amount the Winning Bidder pays above this fair market value estimate is normally tax deductible as a charitable contribution. The Winning Bidder is advised to seek advice from their tax advisor regarding deductibility of any portion of the winning bid.

The Winning Bidder shall be solely responsible for any taxes, fees, registration, title, and/or insurance related to the Auction Package.

The Cross Country Tour Victory Motorcycle will be shipped to the Winning Bidder directly by Victory Motorcycles, and WWP assumes no liability for any damage, loss, or destruction caused to the Cross Country Tour Victory Motorcycle during transport and/or delivery to the Winning Bidder. WWP will be responsible for shipping the Victory helmet autographed by Jay Leno, the Fulmer Firetrak2 jacket, and the documentation for the 2012 Indianapolis MotoGP motorcycle racing event directly to the Winning Bidder.

8. The Promotion is open to all persons who are eighteen (18) years of age or older and who reside in the United States. The Promotion is subject to all applicable federal, state and local laws and regulations and is void where prohibited. WWP will delete any bid knowingly received from persons under the age of thirteen (13) in compliance with the Children’s Online Privacy Protection Act.
9. By participating in the Promotion, the Winning Bidder agrees to have the Winning Bidder’s name, voice and likeness used in any promotion or broadcasting material relating to the Promotion without additional financial or other compensation, and, where legal, to sign a publicity release confirming such consent prior to acceptance of the Auction Package.

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10. Prior to awarding the Winning Bidder the Auction Package, WWP, in its sole discretion, may require the Winning Bidder to sign a liability release, agreeing to release and hold harmless WWP, and each of their directors, affiliates, officers, employees and assigns from and against any and all claims or liability arising directly or indirectly from the auction, the Auction Package and participation in the Promotion.
  11. By submitting the winning bid and accepting the Auction Package, the Winning Bidder agrees to release and hold WWP and each of their directors, affiliates, officers, employees and assigns harmless against any and all claims and liability arising out of their participation in the Promotion and the acceptance or use of the item. Bidders assume all liability for any injury or damage caused or claimed to be caused, by participation in the Promotion or use of the Auction Package.
  12. If, for any reason, this Promotion cannot be executed as planned, including, but not limited to, as a result of infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of WWP that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Promotion, or if the Promotion is compromised or becomes technically corrupted in any way, electronically or otherwise, WWP reserves the right to cancel, terminate or modify the Promotion.
  13. WWP, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of WWP's website. If WWP makes a good faith determination that an entrant has committed fraudulent activity in connection with the Promotion, WWP reserves the right to disqualify that entrant from entering and/or winning the Auction Package or any future promotions and to prosecute and seek damages to the fullest extent permitted by law.
  14. WWP is not responsible for typographical, broadcast or other errors in the printing, the offering or the administration of the Promotion or in the announcement of the Auction Package Winning Bidder.
  15. By use of WWP's website or by entering a bid through WWP's website, you agree to the website's Terms of Use Agreement located at <http://www.woundedwarriorproject.org/media/42799/www-website-terms-of-use-2011.pdf> and to the use of your personal information as described in the Privacy Policy located at <http://www.woundedwarriorproject.org/media/42796/www-website-privacy-policy.pdf>.