

2019/2020 Progressive® International Motorcycle Shows®

J&P Cycles Ultimate Builder Custom Bike Show

Official Rules

ELIGIBILITY: The Progressive International Motorcycle Shows J&P Ultimate Builder Custom Bike Show Contest (“Contest”) is open to builders of custom 2-cylinder motorcycles, who are legal residents of the fifty (50) United States or the District of Columbia, of legal age of majority in their jurisdictions of residence (and at least 18 years of age). Once a bike has won a class in a city during the regular Contest shows that bike is ineligible to be entered in that same class in the same city. Variations on the theme are allowed, including, but not limited to, trikes, 4-cylinder, 8-cylinder and single cylinder variations; however, any custom-built motorcycle submitted for entry into the Contest must be operational, as determined by Sponsor (as defined below), in its sole discretion. Contest is subject to all applicable federal, state and local laws.

HOW TO ENTER: Complete the Official Entry Form available at www.motorcycleshows.com and *be prepared to attach* the two (2) photographs (as described below) of the custom-built motorcycle you are submitting for entry into the Contest, and to submit the \$50 entry fee via credit card payment except where prohibited by law. If you don’t have internet access, please call Bob Kay at (817) 312-0380 or e-mail him at bkay@abikersgarage.com to request entry instructions be sent to you.

1. Photograph of the entire bike only, shot straight on, no angle from the right-hand side; and
2. Any Photograph of entrant’s choice.

Photographs must be of the bike only. Each photograph must be submitted as a digital image. Digital Images taken with digital cameras should be created using the highest-quality JPEG setting (usually marked ‘fine’ or ‘high’) on camera. Digital image should be named with entrant’s full name and description of the image (use underscores instead of spaces example: john_smith_seat). Negatives and transparencies will not be accepted. All entries must be received by Friday of show open.

Incomplete entries will not be accepted. For the avoidance of doubt, any individual motorcycle can only be entered into one (1) category at any show; however, that same motorcycle can be entered into the same or a different category at a different Contest show in a different city. Entrants may, however, enter more than one motorcycle at the same show in the same or different categories. Each custom-built motorcycle entry must be entered separately and, if selected as a Finalist, require separate non-refundable entry fees, except where prohibited by law. All entries become the sole property of UBM LLC (“Sponsor”) and will not be returned.

There shall be three (3) entry categories:

1. **Freestyle:** Anything goes, 2 or 3 wheel drivetrain/chassis motorcycle configuration as defined by the DMV. The only limitation is the builder’s imagination and resources. Vehicle must run and be operable.
2. **Custom Street** Must start with 2000 and later major OEM engine and frame as base. Must maintain original engine cradle configuration. Neck may be cut to rake or stretch frame. Hard tail sections and wide tire alterations are acceptable. Must be a 2 or 3 wheel motorcycle configuration as defined by DMV. Vehicle must run and be operable
3. **Custom Classic:** Must have a 1999 or earlier OEM engine, replica engines are not allowed. Custom or stock modified frames are acceptable. Must be a 2 or 3 wheel motorcycle configuration as defined by DMV. Vehicle must run and be operable

PRE-SHOW JUDGING PHASE

Judging will be conducted by a “Peer Review” of fellow builders entered into the contest. In addition UBCBS has the option to invite VIP Industry expert judges. One voting form will be issued to each builder or VIP upon site registration regardless of the number of bikes entered. Competitors cannot vote on their own bike or in their own class. Sponsor reserves the right to choose fewer than ten (10) Finalists in any class if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries for the category at issue.

Entrants will be required to execute and return an Affidavit of Eligibility and Liability/Publicity Release during registration on behalf of themselves and the owner (if different). Non-refundable entry fee is per bike (i.e., if an entrant has more than one bike selected as a Finalist, he/she must submit an entry fee for each bike.), except where prohibited by law.

PLEASE NOTE: Finalists selected to participate in the Judging Phase of the Contest at the Show are responsible for all costs associated with transporting custom-built motorcycle to and from the Progressive International Motorcycle Shows, and any fees associated with moving the custom-built motorcycle into the show hall and compliance with all show hall rules and regulations. It

shall be entrants' sole responsibility to insure their property against loss, damage or theft. Finalists will be required to have the custom-built motorcycle present at the Show, at their own expense. Failure to comply with any of these requirements may result in disqualification.

By submitting an entry, entrant agrees that Sponsor may post his/her entry (including the photographs) on the Contest website for viewing by visitors to the website, regardless of whether such entrant is selected to participate in the competition.

The custom-built motorcycle must be entrant's own work or commissioned from a specific builder, be in keeping with the Sponsor's image and may have been submitted in another contest or won another type of award. Sponsor reserves the right to disqualify any entry it deems to be offensive, inappropriate or is not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules, in its sole discretion. This prohibition applies to any word(s), image(s) or idea(s) represented on the entry, regardless of the size or discrete placement of said word(s), image(s) or idea(s). If the entry is accepted in the show and then deemed to be offensive, inappropriate or not in keeping with Sponsor's image at Sponsor's sole discretion, it will be removed from the show floor and eliminated from the Contest with no refund of entry fee. If a builder is in doubt about the eligibility of the entry, he/she should contact Bob Kay at (817) 312-0380 or e-mail him at bkay@abikersgarage.com with photos and/or a description for a decision prior to entering the Contest.

Custom-built motorcycles submitted for entry into the Contest must be properly insured. Entrants may be required to provide proof of such insurance as well as proof of retail value of custom-built motorcycle in a form acceptable to Sponsor, at Sponsor's discretion.

Sponsor also reserves the right, at its sole discretion, to require verification of ownership of any custom-built motorcycle in a form acceptable to Sponsor. Released Parties (as defined below) are not responsible for any damage, theft or loss to any Finalist's property resulting, in whole or in part, directly or indirectly, from participation in the Contest (including any damage or loss which occurs while shipping the custom-built motorcycle to and from the Contest). All insurance relative to participating in the Contest is the sole responsibility of each Finalist (including any insurance associated with shipping the custom-built motorcycle to and from the Show).

Finalists grant Sponsor and its designees the right to photograph custom-built motorcycles submitted for entry into the Contest. Finalists further agree Sponsor and its designees shall have the worldwide perpetual right to exploit, edit, modify, and distribute such photographs as well as his/her entry (including photographs submitted as part of entry) and all elements of both, in any and all media now known or not currently known (including in current and future advertising and promotions of the International Motorcycle Show and on its website), throughout the world in perpetuity without compensation, permission or notification to Finalist or any third party.

SHOW JUDGING AND CATEGORIES:

- a) The Finalists in the Freestyle category will be judged for the Freestyle category award.
- b) The Finalists in the Custom Street category will be judged for the Custom Street category award.
- c) The Finalists in the Custom Classic category will be judged for the Custom Classic category award.
- d) All Finalists in all categories shall be considered for any awards that are sponsored by 3rd parties ("Sponsor Award") available for a Contest, including People's Choice, Media and others as determined for each Contest.

The criteria and judges shall be as follows:

Freestyle Award:	Judging shall be by the Custom Street and Custom Classic Finalists.
Custom Street Award:	Judging shall be by the Freestyle and Custom Classic Finalists.
Custom Classic Award:	Judging shall be by the Freestyle and Custom Street Finalists.
People's Choice Award:	Judging shall be by the Registered Show attendees. There will be one winner as determined by a majority of valid votes from the show attendees at the Show (as determined by Sponsor in its sole discretion). Show attendees may vote for one entry at a voting station and all tabulation will be done within the voting program.

Sponsor retains the right to add one or more qualified judge(s) to any or all of the judging panels, in Sponsor's sole discretion. In the event of a tie, all results will be submitted to Sponsor for the final decision.

Judges for each of the five awards above shall be asked to vote based equally on the following criteria: PAINT, METAL FINISHES, FUNCTIONALITY (ride ability), DRIVETRAIN (engineering design & originality), CHASSIS (engineering design & originality) and OVERALL IMPACT.

The Finalist that receives the most valid votes in the applicable category, as determined by Sponsor in its sole discretion, will be the "Winner" for that category.

Winners will be announced on Sunday of each Show one hour prior to the close of the Show. Each entrant must be present at time of the announcement. Note: Any Finalist is eligible to win in more than one (1) category. Correctly tallied and completed judging forms must be returned to the J&P Cycles Kiosk or Bob Kay, by the stated deadline to be included in the voting process. In the event of a tie on points for any award, the entry with the most first place votes of the tied entries will be deemed the winner. Any disputes will be decided by the Sponsor and considered final. Sponsor reserves the right to not award any prize for any category if, in its sole discretion, it does not receive a sufficient number of eligible and qualified entries for such category.

City Show Rounds. The following prizes apply to each Show of the Contest

UBM will provide the prize money to the winning contestants (subject to winners complying with the Official Rules and returning all signed affidavits and releases as requested) for a Contest, as set forth in the Official Rules and tentatively as follows for all cities, except Chicago:

- Freestyle Category Winner will receive US\$1,500 and a plaque. Approximate Retail Value ("ARV") of plaque US\$50. Total ARV of cash and plaque US\$1,550. Runner up will receive a plaque. ARV of plaque US\$50.
- Custom Street Category Winner will receive US\$500 and a plaque. ARV of plaque is US \$50. Total ARV of cash and plaque US\$550. Runner up will receive a plaque. ARV US\$50.
- Custom Classic Category Winner will receive US\$500 and a plaque. ARV of plaque US\$50. Total ARV of cash and plaque US\$550. Runner up will receive a plaque. ARV US\$50.
- People's Choice will receive a plaque. ARV of plaque US\$50.

Championship Round. The following prizes are applicable only to the Championship Round during the Chicago Event:

- Freestyle Category Winner will receive US\$10,000, trophy, plaque and prize package. ARV of trophy US\$400. ARV of plaque US\$50. Total ARV of cash, trophy and plaque is US\$10,450. Runner up will receive a plaque and prize package. ARV of plaque: US\$50.
- Custom Street Category Winner will receive US\$2,000, trophy, plaque and prize package. ARV of trophy US\$400. ARV of plaque US\$50. Total ARV of cash, trophy and plaque is US\$2,450. Runner up will receive a plaque and prize package. ARV of plaque: US\$50.
- Custom Classic category Winner will receive US\$2,000, trophy, plaque and prize package. ARV of trophy US\$400. ARV of plaque US\$50. Total ARV of cash, trophy and plaque is US\$2,450. Runner up will receive a plaque and prize package. ARV of plaque: US\$50.
- The value of the Championship prize package awarded to each winner is determined by Sponsor in its sole discretion.

Cash prizes will be awarded as bank transfers on or about thirty (30) business days after the Show, provided the Winner has fully-complied with the Official Rules and submitted a W9 (provided by Sponsor at the Awards Ceremony) at show close. If a winner has not submitted a W9 within 14 days and banking information (if requested by Sponsor) within 30 days of show close, it will be deemed the winner has abandoned the cash prize and forfeited those winnings. Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. No substitution, transfer, or cash equivalent of prize is permitted, except by Sponsor, which reserves the right to substitute a prize of comparable or greater value, at its sole discretion. Any and all taxes on the prize, and any other costs and expenses associated with prize acceptance and use not specified herein as being awarded are the sole responsibility of the Winner. All prize details will be at the sole discretion of the Sponsor.

GENERAL

By participating, each entrant agrees: (a) to abide by these rules and decisions of Sponsor and judges, which shall be final in all respects relating to this Contest; (b) to release, discharge and hold harmless Sponsor, Progressive Casualty Insurance Company, Biker Pros Media, J&P Cycles, their owners/management company, Sponsor's sponsors, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies, and all of the officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property (including the custom-built motorcycles) resulting, in whole or in part, directly or indirectly, from entrant's participation in the Contest or any Contest-related activity (including any shipping, travel or activity related thereto), the acceptance, possession, use or misuse of the awarded prize or the use by Released Parties' of any rights granted herein; and (c) to the use by Sponsor and its designees of his/her name, company name, trademarks, logos, entry, biographical information, voice, performance, photograph, image and/or likeness for trade, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity, without compensation, notification or permission, unless prohibited by law, and to execute specific consent to such use if asked to do so.

Released Parties are not responsible for late, lost, damaged, delayed, inaccurate, misdirected, incomplete, illegible, undeliverable, destroyed, mutilated, stolen or postage-due entries, entry fees, vote ballots, or mail or lost or stolen vote ballot boxes or for errors or problems of any kind whether electronic, network, technical, typographical, printing, human or otherwise relating to or in connection with this Contest, including, without limitation, errors which may occur in connection with the administration of the Contest, the processing or judging of entries, the tabulation of votes, the announcement of the prizes or in any Contest-related materials or the cancellation of the show. Released Parties are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the website. Sponsor may disqualify anyone from participating in the Contest or winning a prize if, in its sole discretion, it determines that such person is attempting to undermine the legitimate operation of the Contest by cheating, deception or other unfair playing practices, or intending to annoy, abuse, threaten or harass any other entrant or Sponsor's representatives or who are otherwise in violation of these Official Rules. ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Sponsor reserves the right in its sole discretion to cancel or suspend any portion of the Contest for any reason, including, but not limited to, should the show be cancelled, causes corrupt the administration, security or proper play of the Contest and judge all eligible, non-suspect entries received up to time of such impairment to choose the Finalists and/or to award the prize for the category at issue (as applicable) using the judging procedure described above. Contest is governed by the laws of the State of New York without regard to its conflict of laws principles, with venue in New York, New York and all claims must be resolved in the courts of New York, New York. Entrant agrees to submit to the personal jurisdiction of the courts located in New York, New York.

PRIVACY POLICY:

Sponsor's privacy policy may be found at www.motorcycleshows.com. That privacy policy discloses what information Sponsor collects and how it is used, which includes the entry information provided by Entrant hereunder. Such use includes without limitation a) sharing Entrant's name and contact information with Sponsor's affiliates and partners and third parties licensed to access that information by any of the foregoing and b) renting lists compiled from the entrant's entry information (including e-mail addresses) gathered from this contest and/or the applicable UBM or its affiliates' website. By entering into this Contest, entrant signifies its acceptance of the terms of Sponsor's Privacy Policy.

Request for Winners LIST:

For the names of the Winners of the Show (available after March 1, 2020) send a self-addressed, stamped, envelope to: UBM Attn: J&P Ultimate Builder Custom Bike Show, 2901 28th Street, Suite 100, Santa Monica, CA 90405.

Sponsor: UBM LLC Attn: Progressive International Motorcycle Shows, 2901 28th Street, Suite 100, Santa Monica, CA 90405