BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of: POLARIS INDUSTRIES, INC. Respondent.	Case No. ENF25-128-R-PO

ORDER OF DECISION

The Board of the California Privacy Protection Agency hereby adopts the Stipulated Final Order, attached hereto, as its decision in the above-captioned matter.

This Decision shall become effective immediately.

IT IS SO ORDERED this 13th day of November, 2026.

BY THE BOARD:

JENNIFER M. URBAN
Chair
California Privacy Protection Agency

LARA KEHOE HOFFMAN
Acting Deputy Director of Enforcement
MICHAEL J. MEYER (State Bar No. 242706)
Attorney
Enforcement Division
California Privacy Protection Agency
400 R Street, Suite 350
Sacramento, CA 95811
Telephone: (916) 244-6626
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Attorneys for Complainant

BEFORE THE CALIFORNIA PRIVACY PROTECTION AGENCY

In the Matter of: POLARIS INDUSTRIES, INC. Respondent.	Case No. ENF25-128-R-PO

STIPULATED FINAL ORDER

IT IS HEREBY STIPULATED AND AGREED by and between the parties to the above-captioned matter:

I. PARTIES

1. Complainant is the Enforcement Division of the California Privacy Protection Agency ("Agency"), which enforces the California Consumer Privacy Act of 2018, Civ. Code §§ 1798.100–1798.199.100, as amended ("CCPA").[1]

2. Respondent is Polaris Industries, Inc. ("Polaris"), a Delaware corporation with its principal place of business at 2100 Highway 55, Medina, Minnesota, 55340.

II. JURISDICTION

3. Pursuant to Civil Code sections 1798.199.40(a) and 1798.199.55, the Agency may enforce the CCPA through administrative actions.

[1] All statutory references are to California law unless otherwise indicated.

4. Pursuant to Government Code section 11415.60(a), the Agency may formulate and issue a decision by settlement, pursuant to an agreement of the parties, without conducting an adjudicative proceeding.

5. The CCPA applies to Polaris as a for-profit corporation that collects consumers' personal information and determines the purposes and means of the processing of consumers' personal information. The company has an annual gross revenue in excess of $26.625 million, and the company annually sells or shares, in combination, the personal information of 100,000 or more consumers or households. Polaris conducted business within the State of California at all times relevant to this Stipulated Final Order.

III. DEFINITIONS

The following terms in this Stipulated Final Order shall have these meanings:

6. "Agency" means the California Privacy Protection Agency.

7. "Collect" has the same meaning as provided in Civil Code section 1798.140(f).

8. "Consumer" has the same meaning as provided in Civil Code section 1798.140(i).

9. "CCPA" means the California Consumer Privacy Act of 2018, Civ. Code §§ 1798.100–1798.199.100, as amended, and its implementing regulations.

10. "Digital properties" means all public-facing websites owned or operated by Polaris that are accessible by consumers and subject to the CCPA, including without limitation, https://www.polaris.com/.

11. "Enforcement Division" means Complainant, the Enforcement Division of the California Privacy Protection Agency.

12. "Polaris" means Respondent, Polaris Industries, Inc.

13. "Personal information" has the same meaning as provided in Civil Code section 1798.140(v).

14. "Regulations" mean Title 11 of the California Code of Regulations.

15. "Request to opt-out of sale/sharing" has the same meaning as provided in California Code of Regulations, title 11, section 7001(rr).

16. "Sale" or "sell" has the same meaning as provided in Civil Code section 1798.140(ad).

17. "Share" and "sharing" has the same meaning as provided in Civil Code section 1798.140(ah).

18. "Tracking technologies" means any scripts, cookies, pixel tags, web beacons, software development kits, or other tracking devices or mechanisms that are used to collect and analyze information about a consumer's activity on a website or application.

19. "Verifiable consumer request" has the same meaning as provided in Civil Code section 1798.140(ak).

IV. FACTUAL FINDINGS

20. Polaris holds itself out as the global leader in powersports. It manufactures and sells both on-road and offroad vehicles in the United States and aims to "invite people to discover the joy of being outdoors." From snowmobiles and boats to offroad "side-by-sides" and on-road three-wheeled vehicles, Polaris products are popular among enthusiasts across diverse regions of the State of California.

21. The Enforcement Division of the California Privacy Protection Agency and the Consumer Protection Division of the Minnesota Attorney General's Office ("MN AG") opened a joint investigation into Polaris's privacy practices and compliance with California and Minnesota consumer privacy laws. The California Consumer Privacy Act became effective on January 1, 2020, and the Minnesota Consumer Data Privacy Act became effective on July 31, 2025. During the investigation, Polaris cooperated with the Enforcement Division and produced hundreds of pages of documents, answered questions, met with the Enforcement Division and the MN AG numerous times to engage in candid conversations about its privacy practices, and took steps to address the issues raised.

22. The relevant time period is July 1, 2023, to April 30, 2026, unless otherwise indicated.

A. Polaris Required a Verifiable Consumer Request Before Processing a Request to Opt-Out of the Sale/Sharing of Personal Information.

23. Consumers have the right, at any time, to opt-out of the sale or sharing of their personal information. Civ. Code § 1798.120(a)(1).

24. A business that sells or shares personal information must provide a notice of right to opt-out of sale/sharing to consumers. Code Regs. tit. 11, § 7013(e). If a business provides such notice online, it must include an interactive form by which a consumer can submit a request to opt-out of sale/sharing online. *Id.* § 7013(f)(2).

25. A business may not require consumers to submit verifiable consumer requests to opt-out of the sale/sharing of their personal information. *Id.* § 7026(d).

26. A "verifiable consumer request" is a request that is made by a consumer (or on behalf of a consumer) that the business can verify, using commercially reasonable methods, to be the consumer about whom the business has collected personal information. *See* Civ. Code § 1798.140(ak).

27. Although a business may require consumers to submit a verifiable consumer request to exercise their right to delete, right to know, and right to correct, a business may not require a verifiable consumer request for the right to opt-out. *See* Code Regs. tit. 11, §§ 7022(a), 7023(a), 7024(a)–(b), and 7026(d).

28. Instead, for requests to opt-out of sale/sharing:

> A business may ask the consumer for information necessary to identify the consumer whose information shall cease to be sold or shared by the business. *However, to the extent that the business can comply with a request to opt-out of sale/sharing without additional information, it shall do so*.

Id. § 7026(d) (emphasis added).

29. During the relevant time period, Polaris provided notice of the right to opt-out online and provided an interactive form titled "Polaris Individual Rights Request" for consumers to submit requests to opt-out of sale/sharing.

30. Consumers used this interactive form to exercise various consumer rights, including the right to opt-out, related to personal information collected by Polaris, including through its digital properties. To exercise these rights, consumers filled out the required fields and clicked "submit."

31. After consumers submitted requests to opt-out of sale/sharing through the Polaris Individual Rights Request form, Polaris could have processed those requests without requiring additional information.

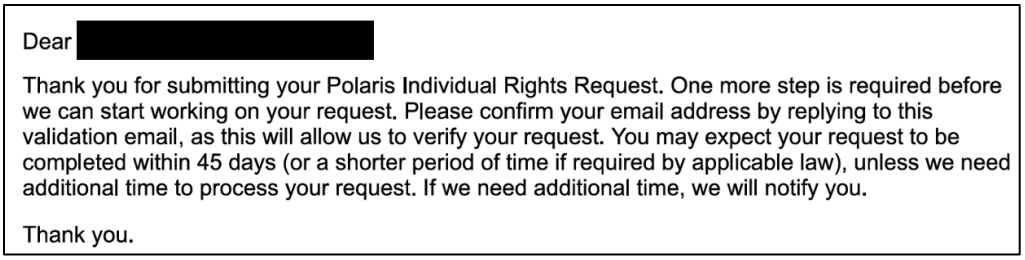
32. Instead, after consumers submitted the interactive form, Polaris displayed the following message:



Figure 1: Page Displayed after Submitting a Request to Opt-Out of Sale/Sharing

33. Rather than processing consumers' requests to opt-out—and stopping the selling and sharing of consumers' personal information as soon as feasibly possible—Polaris directed consumers to "follow the email instructions sent to the listed email in your request." Only then would Polaris process their requests. Polaris warned consumers that "[n]o identity validation response after 10 days will result in your request being cancelled."

34. For those consumers who did check their email, Polaris presented them with the following message:


Dear [redacted]

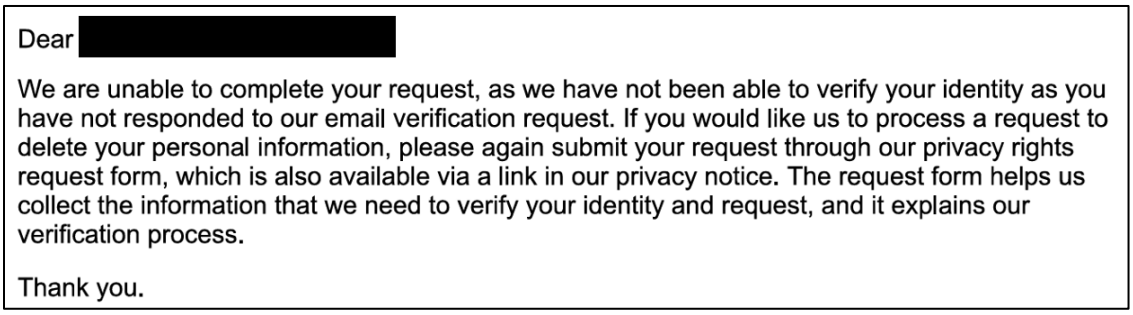
Thank you for submitting your Polaris Individual Rights Request. One more step is required before we can start working on your request. Please confirm your email address by replying to this validation email, as this will allow us to verify your request. You may expect your request to be completed within 45 days (or a shorter period of time if required by applicable law), unless we need additional time to process your request. If we need additional time, we will notify you.

Thank you.

Figure 2: Email to Consumers Requiring Verification Before Processing Request to Opt-Out of Sale/Sharing

35. In this message, Polaris informed consumers that it had received their request, but before Polaris would complete it, consumers would have to "confirm your email address by replying to this validation email, as this will allow us to verify your request."

36. During the relevant period, Polaris did not properly process consumer requests to opt-out of sale/sharing submitted using the Polaris Individual Rights Request interactive form if the consumer did not also complete the verification step. Instead, Polaris notified these consumers that it had "not been able to verify your identity as you have not responded to our verification request."


Dear [redacted]

We are unable to complete your request, as we have not been able to verify your identity as you have not responded to our email verification request. If you would like us to process a request to delete your personal information, please again submit your request through our privacy rights request form, which is also available via a link in our privacy notice. The request form helps us collect the information that we need to verify your identity and request, and it explains our verification process.

Thank you.

Figure 3: Email to Consumers Who Did Not Complete Polaris's Verification

37. Polaris did not intend to require consumers to submit a verifiable consumer request to exercise their right to opt-out of the sale/sharing of personal information. Nor did Polaris intend to include the language asking consumers to confirm their identities in the email sent to consumers in response to their requests to opt-out. Polaris subsequently processed these requests in response to the joint investigation.

38. Nevertheless, Polaris's practice of requiring consumers to confirm their access and control over their email address before processing a request to opt-out of sale/sharing impermissibly required consumers to submit a verifiable consumer request. This practice created unnecessary friction for consumers to exercise their opt-out rights. Consistent with section 7026(d) of the regulations, Polaris should have processed consumers' requests to opt-out with the information consumers provided through Polaris's interactive form to the extent it was able to do so within the period required by the CCPA.

39. Accordingly, each time Polaris required a consumer to submit a verifiable consumer request to exercise the right to opt-out, Polaris violated section 7026(d) of the regulations.

B. Polaris Did Not Notify Consumers How It Would Process Opt-out Preference Signals.

40. Section 7011(e)(3)(F) of the regulations requires businesses to publish a privacy policy that notifies consumers of their opt-out rights, including,

> [An] [e]xplanation of how an opt-out preference signal will be processed for the consumer (i.e., whether the signal applies to the device, browser, consumer account, and/or offline sales, and in which circumstances) and how the consumer can use an opt-out preference signal.

41. Polaris's privacy policy did not address opt-out preference signals.

C. Polaris Did Not Process Opt-out Preference Signals.

42. Polaris placed tracking technologies, such as cookies and pixels, on its digital properties. Some of these tracking technologies assigned unique personal identifiers to each consumer's browser.

43. Polaris deployed tracking technologies in order to collect information about how consumers interact with Polaris digital properties (such as placing products in a digital cart) and to serve Polaris advertisements to consumers both on Polaris digital properties and across the internet based in part on these consumer interactions.

44. By disclosing personal information via tracking technologies to third parties for cross-context behavioral advertising, Polaris sold and shared consumers' personal information. *See* Civ. Code § 1798.140(k).

45. Consumers have a right to opt-out of the sale and sharing of their personal information, including sales/shares via tracking technologies. One method consumers may use to do so is by configuring their web browsers to transmit opt-out preference signals automatically. Businesses that sell or share personal information are required to process opt-out preference signals that are in a format commonly used and recognized by businesses, such as the Global Privacy Control signal. *See* Civ. Code §§ 1798.120, 1798.185; *see also* Code Regs. tit. 11, § 7025.

46. In some cases, Polaris did not properly configure the tracking technologies it deployed on its digital properties to process opt-out preference signals.

47. As a result, Polaris did not honor these consumer requests and continued to sell and share personal information with advertising technology ("AdTech") companies.

D. Polaris Did Not Configure Tracking Technologies to Process Consumer Requests to Opt-out Submitted Via Its "Your Privacy Choices" Link.

48. Businesses that sell or share personal information online are required to provide a "Do Not Sell or Share My Personal Information" or a "Your Privacy Choices" link that immediately effectuates the consumer's request to opt-out of that sale or share of personal

information or takes the consumer to a web page where the consumer can learn about and make that choice. *See* Civ. Code § 1798.135(a).

49. Polaris provided a "Your Privacy Choices" link in the footer of its website. When consumers clicked on this link, Polaris presented a "Your Privacy Choices" pop-up window that described required cookies, functional cookies, and advertising cookies. This pop-up presented consumers with the option to "Accept All" or "Decline All." It also presented consumers with the option to make more granular selections by turning off the use of functional cookies and/or advertising cookies, and then click a "submit preferences" button to save their selections.

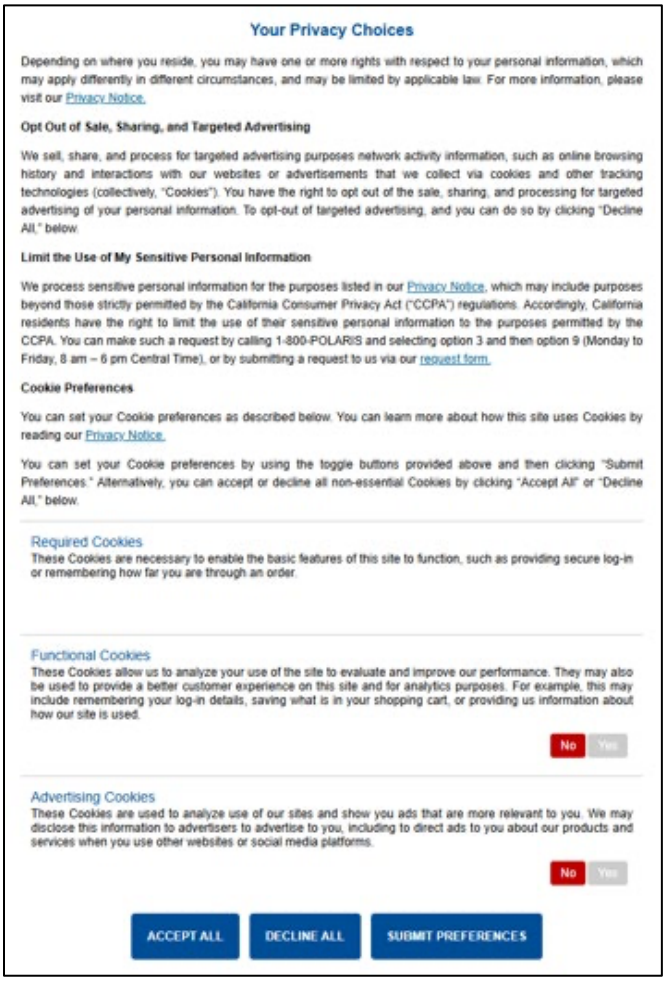


Figure 4: Polaris "Your Privacy Choices" form.

50. This Polaris "Your Privacy Choices" pop-up informed consumers that, "[y]ou have the right to opt-out of the sale, sharing, and processing for targeted advertising of your personal information. To opt out of targeted advertising, and [*sic*] you can do so by clicking 'Decline All' below."

51. Consumers reasonably expected that clicking "Decline All" would stop Polaris from sharing their personal information for cross-context behavioral advertising purposes.

52. During the relevant time period, however, clicking the "Decline All" button did not stop all sales and sharing via tracking technologies on Polaris's digital properties. For example, in 2026, the Agency observed that clicking the "Decline All" button on one of the digital properties had the contemporaneous effect of firing the Meta pixel, which shared personal information with Meta – the very sort of sharing that the consumer was attempting to decline.

53. Because of these misconfigurations, during the relevant time period, Polaris violated Civil Code section 1798.135(a) by not providing a "Do Not Sell or Share My Personal Information" or a "Your Privacy Choices" link that immediately effectuated the consumers' requests to opt-out of that sale or share of personal information or took consumers to a web page where the consumers could learn about and make that choice.

E. Polaris's Sales and Shares After Consumers Opted Out Had a Compounding Effect.

54. A business that has received direction from a consumer not to sell or share the consumer's personal information is prohibited from continuing to sell or share that consumer's personal information. Civ. Code § 1798.120(d). In the online advertising ecosystem, failure to respect a consumer's opt-out request can have a rapidly compounding effect.

55. As set forth above, Polaris received direction from consumers to cease the sale and share of personal information via its interactive form, via opt-out preference signals, and via its "Your Privacy Choices" pop-up window.

56. Polaris provided consumers with the option to create an account on its website. Upon receipt of an opt-out request submitted by a consumer using any of the above methods, Polaris was required to opt out that consumer's browser or device and any consumer account or profile it could associate with that browser or device. *See, e.g.,* Code Regs. tit. 11 § 7025(c)(1).

57. Instead of doing so, Polaris continued selling and sharing those consumers' personal information with multiple third-party AdTech companies.

58. For businesses who participate in the AdTech ecosystem, the continued sale and sharing of personal information after a consumer opts out can have a cascading cumulative effect – leading to a higher number of violations.

59. During the relevant time period, Polaris deployed tracking technologies that transmitted personal information to different AdTech companies each time a consumer visited its website.

60. Some of the tracking technologies Polaris deployed directed consumer browsers to a single AdTech company for the purpose of "cookie matching," which resulted in the consumer's browser executing code that shared personal information with multiple additional AdTech companies. Cookie matching, also known as "cookie syncing," facilitates tracking the consumer across the AdTech ecosystem for cross-context behavioral advertising purposes.

61. Accordingly, Polaris violated Civil Code section 1798.120(d) each time Polaris subsequently sold or shared the personal information of a consumer who previously requested to opt out of sales and sharing with a third-party AdTech company.

62. Polaris violated Civil Code section 1798.120(d) *at least* five times per opted-out consumer visit to a Polaris digital property.

63. Some opted-out consumers visited Polaris digital properties more than once, and Polaris violated Civil Code section 1798.120(d) *at least* five more times with each such consumer visit.

V. CONTINGENCY

64. This Stipulated Final Order shall be contingent upon approval by the Board of the California Privacy Protection Agency ("Board"). Polaris understands and agrees that counsel for Complainant and the staff of the Agency may communicate directly with the Board and the staff of the Agency regarding this Stipulated Final Order, without notice to or participation by Polaris or its counsel. By signing the Stipulated Final Order, Polaris understands and agrees that it may not withdraw its agreement or seek to rescind the Stipulated Final Order before the time the Board considers and acts upon it. If the Board fails to adopt this stipulation as its Order of Decision, the Stipulated Final Order shall be of no force or effect except for this paragraph, it shall be inadmissible in any legal action between the parties, and the Agency shall not be disqualified from further action by having considered this matter.

VI. OTHER MATTERS

65. In connection with this Stipulated Final Order, Polaris acknowledges its creation of a settlement fund for global resolution of the California and Minnesota joint investigation.

66. Polaris also acknowledges that, as part of the joint investigation and in parallel with this Stipulated Final Order, it has executed an Assurance of Discontinuance with the Consumer Protection Division of the Minnesota Attorney General's Office.

67. The parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Stipulated Final Order, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals. The parties may execute this Stipulated Final Order in counterparts.

68. This Stipulated Final Order is intended by the parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Stipulated Final Order may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.

69. In consideration of the foregoing stipulations, the parties agree that the Board may, without further notice or formal proceeding, issue and enter the following Order of Decision:

VII. ORDER

IT IS HEREBY ORDERED that:

A. Monetary Provision

70. In accordance with Civil Code section 1798.199.55, Polaris shall pay an administrative fine in the amount of nine hundred ten thousand nine hundred eighty-six dollars ($910,986). This payment shall be made to the California Privacy Protection Agency no later than thirty (30) days after the effective date of the Board's Order of Decision approving the Stipulated Final Order pursuant to written instructions to be provided by the Enforcement Division.

B. Non-Monetary Provisions

71. To the extent it has not already done so, Polaris shall update its privacy policy to provide the notice to consumers regarding opt-out preference signals required by section 7011(e)(3)(F) of the regulations.

72. To the extent it has not already done so, Polaris shall modify its methods for submitting and responding to requests to opt-out of sale/sharing in the following ways, as required by the CCPA:

a. Polaris shall provide consumers with methods to exercise their right to opt-out of sale/sharing that are easy and require minimal steps;

b. Polaris shall not require verifiable consumer requests for consumers to exercise their right to opt-out of sale/sharing;

c. Polaris shall maintain a Do Not Sell or Share My Personal Information link or a Your Privacy Choices link on its digital properties that either immediately opts out a consumer from sales and sharing of personal information or directs the consumer to a location where the consumer can learn about and exercise that right; and

d. When a consumer submits a request to opt-out of sale/sharing, Polaris shall honor that request to the extent that it is able to do so within the time period required by the CCPA.

73. Polaris shall conduct a quarterly scan and review of its use of tracking technologies, such as cookies, web beacons, and pixels, on its digital properties to ensure that each such tracking technology is properly configured to communicate consumer opt-outs received or detected from consumers' use of opt-out preference signals, such as the Global Privacy Control, to the recipients of that personal information, where required by section 7025 of the regulations. This obligation shall run for a period of three (3) years.

74. To the extent that it has not already done so, Polaris shall adopt an internal approval process for the addition of any new tracking technology on any Polaris digital property.

This approval process shall ensure that Polaris has entered into service provider or third-party contracts where legally required and shall ensure that Polaris has properly configured opt-out functionality for each such tracking technology.

75. To the extent that it has not already done so, Polaris shall consult a technical specialist, who may be an independent consultant or a Polaris employee, to analyze and support Polaris's configuration of its digital properties to process consumer requests to opt-out submitted via its "Your Privacy Choices" pop-up window and via opt-out preference signals.

76. Polaris shall conduct training to ensure that all personnel handling CCPA requests are informed of all requirements under the CCPA and its implementing regulations relevant to their job functions in connection with CCPA requests, consistent with section 7100 of the regulations.

77. Polaris shall complete the actions required by paragraphs 71-76 and confirm in writing to the Enforcement Division that is has completed these actions within 90 days of the effective date of the Board's Order of Decision approving this Stipulated Final Order.

78. Within 90 days following the effective date of the Board's Order of Decision approving this Stipulated Final Order, and annually thereafter, Polaris shall provide to the Enforcement Division written certification of compliance with this Stipulated Final Order, signed by an officer or director of the company. This obligation shall run for a period of three years from the date of Polaris's first written certification.

79. Each party shall bear its own attorneys' fees and costs.

VIII. ADDITIONAL GENERAL PROVISIONS

80. Upon issuance of the Board's Order of Decision approving this Stipulated Final Order and following Polaris's compliance with all terms set forth in paragraphs 70 through 78, the Agency releases Polaris from and against all claims the Agency has under the CCPA arising from the conduct set forth in the factual findings of this Stipulated Final Order.

81. Nothing in this Stipulated Final Order shall be construed as relieving Polaris of its obligations to comply with all state and federal laws, regulations, or rules, or as granting permission to engage in any acts or practices prohibited by such law, regulation, or rule.

82. Polaris shall use reasonable efforts to notify its officers, directors, employees, agents, and contractors responsible for carrying out and effecting the terms of this Stipulated Final Order and the requirements therein.

83. Polaris agrees that the terms of this Stipulated Final Order are in the public interest and fair, adequate, and reasonable under all the circumstances.

84. Polaris admits the truth of the factual findings in paragraph 1-5 and 20-21 of this Stipulated Final Order, but otherwise neither admits nor denies the remaining factual findings in this Stipulated Final Order. Polaris does not admit liability for any violation of the CCPA, actual or alleged. Polaris agrees to be bound by the terms of this Stipulated Final Order.

85. Polaris hereby waives the right to any hearings, and to any reconsideration, appeal, or other right to review which may be afforded pursuant to the California Administrative Procedures Act, the California Code of Civil Procedure, or any other provision of law. By waiving such rights, Polaris effectively consents to this Stipulated Final Order becoming final.

86. This Stipulated Final Order shall bind Polaris's subsidiaries, heirs, administrators, executors, successors, and transferees.

87. Notwithstanding paragraph 79, in the event the Agency prevails in seeking to enforce any term of this Stipulated Final Order, the Agency shall be entitled to an award of attorney fees and costs in its favor and against Polaris for the time spent and costs incurred in prosecuting such action.

88. Failure to complete the payment or comply with any terms of this Stipulated Final Order shall result in enforcement of the Order in the Superior Court.

89. Any notices and reports under this Stipulated Final Order shall be served by email as follows:

To the Complainant:

Deputy Director, Enforcement Division
California Privacy Protection Agency
400 R Street, Suite 350
Sacramento, CA 95811
ENF-processing@cppa.ca.gov

To the Respondent:

Polaris Industries, Inc.
Attn: Legal Department
2100 Highway 55
Medina, Minnesota 55340

Legal.Department@polaris.com

90. Each person who signs this Stipulated Final Order in a representative capacity warrants that he or she is duly authorized to do so. Further, each party itself (a) acknowledges that such party has been advised by competent legal counsel in connection with the execution of this Stipulated Final Order, has read each and every paragraph of this Stipulated Final Order, and understands the respective rights and obligations set forth herein, and (b) represents that the commitments, acknowledgment, representations, and promises set forth herein are freely and willingly undertaken and given.

91. Polaris represents that this Stipulated Final Order is freely and voluntarily entered without any degree of duress or compulsion whatsoever.

Docusign Envelope ID: F858EF65-031C-8499-8148-2856069363D9

IX. SIGNATURES

RESPONDENT
POLARIS INDUSTRIES, INC.

DATED: 11/2/2026

BY: Signed by: Matthew Winings 9B00CD81F7D54E3...

Matthew Winings
SVP, General Counsel & Secretary
POLARIS INDUSTRIES, INC.

AS TO FORM AND CONTENT:

DocuSigned by: Peter Magnuson 0A57A1BDC839491...

Peter Magnuson, Esq.
Reed Abrahamson, Esq.
Faegre Drinker Biddle & Reath, LLP
Attorneys for Respondent

COMPLAINANT
THE CALIFORNIA PRIVACY PROTECTION AGENCY
ENFORCEMENT DIVISION

DATED: November 2, 2026

BY:

LARA KEHOE HOFFMAN
Acting Deputy Director of Enforcement

MICHAEL J. MEYER
Attorney, Enforcement Division
Attorney for Complainant