



ADVENTURE BY DESIGN

## WIN AN OXYGEN CARBON HELMET SWEEPSTAKES OFFICIAL SWEEPSTAKES RULES

WINNER DRAW: October 25th, 2023

- 1) PARTICIPATION CONSTITUTES PARTICIPANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.** By entering WIN AN OXYGEN CARBON HELMET SWEEPSTAKES (the "**Sweepstakes**"), Participants (as defined below) automatically agree to accept and abide by these official rules (the "**Rules**"). All decisions of the Sponsor (as defined below) with respect to any aspect of this Sweepstakes, including without limitation the eligibility of entries, are final and binding on all Participants in all matters as they relate to this Sweepstakes.

VOID WHERE PROHIBITED BY LAW

- 2) SWEEPSTAKES PERIOD.** The Sweepstakes Period to enter into this Sweepstakes is for a limited time. Participant may enter the Sweepstakes as of September 7th, 2023 at 9:00 am EST until September 30th, 2023, 11:59 pm EST (the "**Sweepstakes Period**"). No entry received before or after the end of the Sweepstakes Period will be accepted.
- 3) SPONSOR.** The Sweepstakes is sponsored by Bombardier Recreational Product Inc. ("**BRP**" or the "**Sponsor**"), 726, rue St-Joseph, Valcourt, Quebec, J0E 2L0.
- 4) NO PURCHASE NECESSARY TO ENTER OR WIN.** A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
- 5) ELIGIBILITY.** This Sweepstakes is open to legal residents of Canada and the United States of America, who have reached the age of majority in their country/state/province/territory of residence as of the date the Sweepstakes Period begins, who have a valid email address and provide valid contact information.

Employees of Sponsor, their subsidiaries, distributors, dealer's, vendors, service providers, affiliates and advertising and promotional agencies of Sponsor, and their respective immediate families (spouse, parents, children, siblings and their spouses) and individuals living in the same household of such individuals (whether related or not), are not eligible. Commercial enterprises and business entities are not eligible to enter the Sweepstakes.

- 6) HOW TO ENTER.** During the Sweepstakes Period, an eligible individual ("**Participant**") may enter the Sweepstakes by completing and submitting the fully completed entry form accessible via website link: <https://ski-doo.com/us/en/contest/win-an-oxygen-helmet.html>

Participants must provide a valid e-mail address, his/her first and last name.

All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition of the Rules may be disqualified by the Sponsor, to his sole discretion, acting reasonably.

- 7) ONE ENTRY PER PERSON.** Participants may only submit one entry using the same information.

- 8) **DRAW.** Sponsor will randomly draw, among the valid entries received, three (3) Participants (each a "Winner"). Draw will be made at the Sponsor office located at 726 St-Joseph Street, Valcourt, Québec, J0E 2L0 on October 25th, 2023

Chances of being drawn as the Winner depend on the number of valid entries.

Decisions of the Sponsor in the drawing of the Winner and all matters relating to this Sweepstakes are final and binding.

Sponsor shall not be held responsible for any delays occurring for any reason outside of its control.

To be declared as a Winner, an Participant must have complied with, be in compliance with, and continue to comply with the Rules. In the event that any Participant does not comply with all the provisions as contemplated in these Rules, Sponsor may disqualify them and, at its sole and absolute discretion, either draw another Winner or proceed without involving another Participant. Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. One prize per Winner.

- 9) **NOTIFICATION TO WINNER.** Sponsor will attempt to contact the Winner by email between 9:00 AM ET and 5:00 PM ET, Monday to Friday, for a period of five (5) business days following the date of the draw. If Sponsor is not able to make contact directly with the Winner within the allotted time, using the email address the Winner will have provided, then Sponsor may, at its sole and absolute discretion, either draw another Participant or proceed without involving another Participant. Sponsor is not responsible for failed attempts to notify the Winner.

- 10) **PRIZE DELIVERY.** A Sponsor representative will contact the Winners by email to make the Prize delivery arrangements.

- 11) **PRIZE. Three (3) Winners will be drawn:**

One (1) of the three (3) Oxygen Carbon helmets, with a value of up to \$849.99. Prize in USD, size subject to availability.

- 12) **OTHER EXPENSES.** All other expenses not specifically listed in the description of the Prize, are the sole responsibility of the Winner.

- 13) **NO CASH ALTERNATIVE.** By accepting the Prize, Winners consent to the use of their name, photograph, image, voice, and statements related to the Sweepstakes, for advertising purposes, without further compensation. Winners shall authorize Sponsor and its affiliates and subsidiaries to use this content for any purposes, including advertising and marketing. There are no transfers, substitution and the Prize is non-refundable. **NO CASH ALTERNATIVES FOR ANY PRIZE**, except at the option of the Sponsor, who may substitute a prize of equal or greater value if advertised Prize becomes unavailable or if the Sweepstakes is not capable of running as planned for any reason beyond Sponsor's reasonable control.

- 14) **AFFIDAVIT OF ELIGIBILITY.** Before being declared as a Winner and be admissible to win a Prize, the Winner must complete an affidavit of eligibility and, if applicable, a liability/publicity release and/or a non-disclosure agreement, a W-9 form and/or a mathematical skill testing question. The Winner must agree and comply with any Prize related third party's requirements and policies. All relevant documents must be signed and returned to Sponsor within five (5) business days from the time they have been sent by Sponsor, or the prize may be forfeited.

- 15) **LIMITATION OF LIABILITY.** Sponsor assumes no responsibility for incorrect or inaccurate capture of entry information, human or technical error, failure of the internet or the website during

the Sweepstakes, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, seeding or printing errors, lost, delayed or garbled data or transmissions, or any combination thereof including any injury or damage to a Participant's or any other person's computer related to or resulting from playing or downloading any material in the Sweepstakes.

Sponsor is not responsible for lost, late, damaged, misdirected, defaced, mutilated, illegible, incomplete, postage-due, or altered mail or Prize claims or other entries or matters pertinent to this Sweepstakes. The Sponsor is not responsible for printing, distribution or production errors or errors by mechanical readers or for lost, late, misdirected or postage-due mail or entries. In the event that production, seeding, printing or other errors cause more than the stated number of prizes of any category to be claimed, Sponsor reserves the right to suspend delivery of prizes, without prior notice, subject to the approval of the Régie des alcools, des courses et des jeux of the province of Québec or relevant authorities.

- 16) **PRIVACY.** By entering this Sweepstakes, each Participant consents to the collection, use and distribution of his or her personal information (information that identifies an Participant as an individual, such as telephone number, age, home address, Facebook/Instagram/Twitter account information, as applicable, etc.) for the purposes of implementing, administering and fulfilling this Sweepstakes. If Participants should so elect by opting-in, Sponsor may communicate with such Participants about the Sponsor's products/services/offers. Sponsor will not sell or transmit any of a Participant's personal information to third parties except for the purposes of administering this Sweepstakes. Please see the Privacy Policy of Sponsor at <http://www.brp.com/en/privacy-policy.html> for information on the policy towards maintaining the privacy and security of the information.
- 17) **PUBLICITY.** By accepting the Prize, the Winner agrees that the Sponsor and its respective designees may use his/her name, photographs, videos, likenesses, sobriquet and voice, city of residence, biographical information, prize information and/or statements about this Sweepstakes for advertising and/or publicity purposes in any and all media (now or hereafter known) throughout the world, in perpetuity and without compensation, notification, or permission, unless otherwise prohibited by law.
- 18) **RELEASE AND LIABILITY.** By entering this Sweepstakes, Participants forever release and hold harmless the Sponsor, its advertising and promotional agencies, their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns from any and all damages, injuries, death, loss, or liability to person or property due, in whole or in part, directly or indirectly, by reason of entering the Sweepstakes, the acceptance, possession, use or misuse of any prize, or while preparing for and/or participating in any Sweepstakes and/or prize-related activity.
- 19) **WAIVER.** By entering this Sweepstakes, winner acknowledges and agrees that Bombardier Recreational Products Inc. and its affiliates and subsidiaries and their affiliates and their respective officers, directors, employees, dealers, agents and insurers and the Sweepstakes Application Provider (collectively, "**Released Parties**") (i) shall have no liability of any kind whatsoever with respect to this Sweepstakes and/or the awarding or use of the Prize, (ii) make no warranty, guaranty or representation of any kind concerning the Prize, (iii) disclaim any implied warranty of merchantability or fitness for any purpose, and (iv) are not liable for injury, accident, loss or damage of any kind resulting from the acceptance, conveyance or use of the Prize or from participating in this Sweepstakes. The Release Parties are not responsible for typographical errors or any other errors in the offer or administration of this Sweepstakes, including but not limited to errors in the advertising, the Official Rules, the drawing and announcement of Winner(s), or the distribution of the Prize.

- 20) **CHOICE OF APPLICABLE LAW AND CHOICE OF FORUM CLAUSE.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or the rights and obligations of Participants and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Province of Quebec and the federal laws that are applicable.

Any litigation respecting the conduct or organization of a publicity Sweepstakes may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision is determined to be invalid or otherwise unenforceable, these Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Void where prohibited by law.

- 21) **PRIORITY.** In the event of any discrepancy or inconsistency between the Rules contained herewith and the rules contained in any Sweepstakes related materials, including but not limited to Sweepstakes entry forms, marketing materials, short notice or advertisement of any sort, the terms and conditions of the Rules herewith shall prevail, govern and control over any other terms and conditions.
- 22) **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- 23) **LANGUAGE.** In the event of any discrepancy or inconsistency between the English language version and any other version of these Rules in another language, the English version shall prevail.
- 24) **THIRD PARTY PLATFORM.** If this Sweepstakes is ran using one or more third party platforms, your use of the third party platform(s) is subject to the terms and conditions (including privacy terms and conditions) of such platform(s). Sponsor disclaims any liability should the Participant fail to comply with the third party platform(s) terms and conditions.
- 25) **FACEBOOK/ INSTAGRAM/ YOUTUBE/ TWITTER.** This Sweepstakes is in no way sponsored, endorsed, associated or administered by Facebook /Instagram/ Youtube/ Twitter. Participants are providing their information to Sponsor and not to Facebook/ Instagram/ Youtube/ Twitter. Facebook/ Instagram/ Youtube/ Twitter is completely released of any and all liability by each Participant in this Sweepstakes. Any questions, comments or concerns about the Sweepstakes must be directed to the Sponsor and not Facebook/Instagram/Youtube/Twitter.
- 26) **NO COST.** No cost related to Facebook, Instagram or Twitter, see details at <https://www.facebook.com/>, <http://www.instagram.com/> and <https://twitter.com/>.
- 27) **HEADINGS.** Headings are provided for convenience purposes only and shall not affect any construction or interpretation of these Rules.
- 28) **TERMINATION.** Sponsor reserves the right to terminate this Sweepstakes at any time without liability. Sponsor is not responsible if, for any reason, its websites are not capable of running as planned, or for any infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of Sponsor which corrupt or affect the administration, security fairness, integrity or proper conduct of this Sweepstakes or of any person's

computer hardware or software. Sponsor also reserves the right to terminate, modify or suspend the Sweepstakes if Sponsor is not capable of running it as planned for any reason beyond Sponsor's reasonable control. Should the Sweepstakes be terminated prior to the stated expiration date, notice will be posted on <https://ski-doo.com/us/en/contest/win-an-oxygen-helmet.html>.

**29) PUBLICATION OF THE RULES.** These rules are published on the following <https://ski-doo.com/us/en/contest/win-an-oxygen-helmet.html>.

**30) NAME OF WINNER(S).** For the name of the Winner; send a self-addressed stamped envelope to be postmarked by December 15th, 2023 to: Bombardier Recreational Products Inc., WIN AN OXYGEN CARBON HELMET SWEEPSTAKES, 565, de la Montagne, Valcourt, Quebec, JOE 2L0.

**31) VOID IF REPRODUCED.** Sweepstakes materials are automatically void if they are reproduced, mutilated, forged, altered or tampered with in any way, if they are obtained through unauthorized, illegitimate channels, or if they contain printing, production, typographical, mechanical or other errors. Liability for game pieces containing printing or other errors is limited to replacement with another game piece while supplies last. Only the number of prizes stated in the Official Rules will be awarded.