



PFD CONTEST OFFICIAL SWEEPSTAKES RULES

WINNER DRAW: May 31, 2022

- 1) PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.** By entering PFD CONTEST (the "**Sweepstakes**"), Entrants (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 Entrants 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. Entrant may enter the Sweepstakes as of May 22, 2022 at 9:00 am EST until May 28, 2022, 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, who have reached the age of majority in their country/state/province/territory of residence as of the date the Sweepstakes Period begins who hold a Facebook account.

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 ("**Entrant**") may enter the Sweepstakes by submitting an image of their old PFD on Sea-Doo's Contest Facebook post available on Sea-Doo's Facebook page.

Entrant must provide a valid Facebook Account. 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.

ALL POSTED PICTURES THAT ARE INFRINGING COPYRIGHTS WILL BE AUTOMATICALLY DISQUALIFIED.

- 7) UNLIMITED ENTRIES.** During the Sweepstakes Period, Participants may submit an unlimited number of registrations using the same registration information. Each unique entry will count as one (1) unique submission. One Entrant cannot win more than one (1) prize.

8) **GUIDELINES FOR PICTURE OR VIDEO ENTRY.** If applicable, note the following guidelines for entry of a picture or video. Entry will be rejected if the Entrant does not follow these guidelines. Each picture or video must not:

- Violate or infringe upon another's rights, including but not limited to privacy, publicity or intellectual property rights;
- Violate copyrights (including photographs, music, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media);
- Submit any photo without the authorization for usage by all parties in the content;
- Communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
- Disparage Sponsor, Administrator, or other people, products or companies; and
- Contain any images or words that promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message.

9) **PICTURE ENTRY.** Entrants grants a non-exclusive, worldwide, perpetual, irrevocable and royalty free license to copy, publish, display, reproduce and modify and pictures and/or videos submitted through the Sweepstakes.

Entrant understands and agrees that Sponsor has no obligation to use the pictures and/or videos submitted through the Sweepstakes.

10) **DRAW.** Sponsor will randomly draw, among the valid entries received, two (2) Entrants (each a "Winner"). Draw will be made at the Sponsor office located at 726 St-Joseph Street, Valcourt, Québec, J0E 2L0 on May 31st, 2022.

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 Entrant must have complied with, be in compliance with, and continue to comply with the Rules. In the event that any Entrant 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 Entrant. Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard. One prize per Winner.

11) **NOTIFICATION TO WINNER.** Sponsor will attempt to contact the Winner between 9:00 AM EST and 5:00 PM EST, 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 Facebook direct messaging the Winner will have provided, then Sponsor may, at its sole and absolute discretion, either draw another Entrant or proceed without involving another Entrant. Sponsor is not responsible for failed attempts to notify the Winner.

12) **PRIZE DELIVERY.** A Sponsor representative will contact the Winners to make the Prize delivery arrangements.

13) **PRIZE. Two (2) Winners will be drawn:**

prize: one (1) AIRFLOW PFD With a retail value of 160\$. Prize in CAD.

- 14) 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 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.
- 15) 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.
- 16) 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 an Entrant'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.
- 17) PRIVACY.** By entering this Sweepstakes, each Entrant consents to the collection, use and distribution of his or her personal information (information that identifies an Entrant 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 Entrants should so elect by opting-in, Sponsor may communicate with such Entrants about the Sponsor's products/services/offers. Sponsor will not sell or transmit any of an Entrant'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.
- 18) 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.

19) RELEASE AND LIABILITY. By entering this Sweepstakes, Entrants 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.

20) 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.

21) 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 Entrants 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.

22) 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.

23) 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.

24) 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.

25) THIRD PARTY PLATFORM. If this Sweepstakes is ran using one or more third party platform, 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 Entrant fail to comply with the third party platform(s) terms and conditions.

- 26) **FACEBOOK.** This Sweepstakes is in no way sponsored, endorsed, associated or administered by Facebook. Entrants are providing their information to Sponsor and not to Facebook. Facebook is completely released of any and all liability by each Entrant in this Sweepstakes. Any questions, comments or concerns about the Sweepstakes must be directed to the Sponsor and not Facebook.
- 27) **NO COST.** No cost related to Facebook, see details at <https://www.facebook.com/>
- 28) **HEADINGS.** Headings are provided for convenience purposes only and shall not affect any construction or interpretation of these Rules.
- 29) **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 Facebook.
- 30) **PUBLICATION OF THE RULES.** These rules are published on the following <https://www.sea-doo.com/ca/en/contest.html> .
- 31) **NAME OF WINNER(S).** For the name of the Winner; send a self-addressed stamped envelope to be postmarked by September 30, 2022 to: Bombardier Recreational Products Inc., PFD Contest, 565, de la Montagne, Valcourt, Quebec, J0E 2L0.
- 32) **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.