

SEA-DOO UGC CONTEST OFFICIAL RULES

- 1) **Additional Rules.** The following Rules apply in addition to the Terms and Conditions set forth for the User Generated Content Submission for admissible Entrants. If You are not admissible, You may still submit Content, but You will not be eligible to participate in the Contest.

WINNERS SELECTIONS MADE ON THE FOLLOWING DATES:

- a) Challenge 1 – July 31st, 2022
- b) Challenge 2 – August 31st, 2022
- c) Challenge 3 - September 30th, 2022

- 2) **PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE**

OFFICIAL RULES. By entering the Sea-Doo Wall of Fame Contest (the “**Contest**”), Entrants (as defined below) automatically agree to accept and abide by these official rules (the “**Rules**”). All decisions of BRP with respect to any aspect of this Contest, including without limitation the eligibility of entries, are final and binding on all Entrants in all matters as they relate to this Contest.

VOID WHERE PROHIBITED BY LAW

- 3) **CONTEST PERIOD.** The Contest Period to enter into this Contest is for a limited time. Entrant may enter the Contest as of July 4, 2022 at 11:00 am EST until September 30, 2022, 11:59 pm EST (the “**Contest Period**”). No entry received before or after the end of the Contest Period will be accepted for Contest participation.
- 4) **THIRD PARTY PLATFORM.** This Contest 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). BRP disclaims any liability should Entrant fail to comply with the third party platform(s) terms and conditions.
- 5) **NO PURCHASE NECESSARY TO ENTER OR WIN.** A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
- 6) **ELIGIBILITY.** This Contest 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 Contest Period begins, and who have a valid email address by which they will be contacted by email should they be name a Winner.

Employees of BRP, their subsidiaries, distributors, dealer's, vendors, service providers, affiliates and advertising and promotional agencies of BRP, 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 Contest.

- 7) **HOW TO ENTER.** During the Contest Period, an eligible individual ("**Entrant**") may enter the Contest by submitting Content to BRP via the Sea-Doo Wall of Fame Contest platform accessible at <https://www.sea-doo.com/us/en/sea-doo-life/wall-of-fame.html>. The submitted Content must comply with the T&C in order to be eligible.

Entrant must provide a valid email address, his/her first and last name, Country of residence.

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 BRP, to his sole discretion, acting reasonably.

Challenge subjects will be given on the first day of the challenge.

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

- a) Challenge 1 - July 4 – 31, 2022
- b) Challenge 2 - August 4 – 31, 2022
- c) Challenge 3 - September 5 - September 30, 2022

- 8) **UNLIMITED ENTRIES.** During the Contest 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.

- 9) **NO COST.** No cost related to Facebook, Instagram or form submission, see details at <https://www.facebook.com/>, <http://www.instagram.com/>.

- 10) **SELECTION.** BRP will, in its sole discretion, select, among the valid entries received, two (2) Entrants (each a "**Winner**") on each Draw Dates.

The draws will be made at BRP office located at 565, rue de la Montagne, Valcourt, Québec, JOE 2L0 on:

- a) Challenge 1 – July 31st, 2022
- b) Challenge 2 – August 31st, 2022
- c) Challenge 3 - September 30, 2022

Selection of the Winners will be based, without limitation, upon BRP's evaluation of criteria's such as : image quality, uniqueness, accurately reflect the subject matter and the scene as it appears, if the vehicle is in motion all occupants must be wearing a personal flotation device (PFD) and a wetsuit bottom, the image is not overly edited or filtered, the images embraces Sea-Doo Life, and reflects the theme of the Challenge as well as BRP's evaluation of the picture.

Chances of being selected as the Winner depend on the number of valid entries and BRP's judging criteria.

Decisions of BRP in the selection of the Winner and all matters relating to this Contest are final and binding.

BRP 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, BRP may disqualify them and, at its sole and absolute discretion, either select another Winner or proceed without involving another Entrant. BRP shall be fully and completely released and discharged from any liability or responsibility in this regard.

11) **NOTIFICATION TO WINNER.** BRP will attempt to contact the Winner 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 selection. If BRP is not able to make contact directly with the Winner within the allotted time, using the email address and/or if applicable, Instagram direct messaging the Winner will have provided, then BRP may, at its sole and absolute discretion, either select another Entrant or proceed without involving another Entrant. BRP is not responsible for failed attempts to notify the Winner.

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

13) **PRIZE: 6 Winners will be selected:**

Prize: one (1) Sea-Doo Life Super Fan Kit \$50. Prize in CAD (or prize in local currency)

The total value of all the prizes is approximately \$300 CAD or \$236.73USD (*Conversion based as of May 30, 2022*).

14) **NO CASH ALTERNATIVE.** By accepting the Prize, Winners consent to the use of their name, photograph, image, voice, and statements related to the Contest, for advertising purposes, without further compensation. Winners shall authorize BRP 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 BRP, who may substitute a prize of equal or greater value if advertised Prize becomes unavailable or if the Contest is not capable of running as planned for any reason beyond BRP's reasonable control.

- 15) **AFFIDAVIT OF ELIGIBILITY.** 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 BRP within five (5) business days from the time they have been sent by BRP, or the prize may be forfeited.

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

BRP 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 Contest. BRP 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, BRP 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.

- 17) **PUBLICITY.** By accepting the prize, the Winner agrees that BRP 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 Contest 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 Contest, Entrants forever release and hold harmless BRP, 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 Contest, the acceptance, possession, use or misuse of any prize, or while preparing for and/or participating in any Contest and/or prize-related activity.

- 19) **WAIVER.** By entering this Contest, winner acknowledges and agrees that Bombardier

Recreational Products Inc., BRP US Inc., their affiliates and their respective officers, directors, employees, dealers, agents and insurers and the Contest Application Provider (collectively, "the Released Parties") (i) shall have no liability of any kind whatsoever with respect to this Contest 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 Contest. The Release Parties are not responsible for typographical errors or any other errors in the offer or administration of this Contest, including but not limited to errors in the advertising, the Official Rules, the selection and announcement of winners, 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 Entrants and BRP in connection with the Contest, 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 Contest 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 terms and conditions contained herewith and the terms and conditions contained in any Contest related materials, including but not limited to Contest 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) **FACEBOOK/ INSTAGRAM/ YOUTUBE/ TWITTER.** This Contest is in no way sponsored, endorsed, associated or administered by Facebook /Instagram/ Youtube/ Twitter. Entrants are providing their information to BRP and not to Facebook/ Instagram/ Youtube/ Twitter. Facebook/ Instagram/ Youtube/ Twitter is completely released of any and all liability by each Entrant in this Contest. Any questions, comments or concerns about the Contest must be directed to BRP and not Facebook/Instagram/Youtube/Twitter.

23) **HEADINGS.** Headings are provided for convenience purposes only and shall not affect any construction or interpretation of these Rules.

- 24) **TERMINATION.** BRP reserves the right to terminate this Contest at any time without liability. BRP 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 BRP which corrupt or affect the administration, security fairness, integrity or proper conduct of this Contest or of any person's computer hardware or software. BRP also reserves the right to terminate, modify or suspend the Contest if BRP is not capable of running it as planned for any reason beyond BRP's reasonable control. Should the Contest be terminated prior to the stated expiration date, notice will be posted on <https://www.sea-doo.com/us/en/sea-doo-life/wall-of-fame.html>.
- 25) **PUBLICATION OF THE RULES.** These rules are published on the following <https://www.sea-doo.com/ca/en/sea-doo-life.html>. For the name of the Winner; send a Recreational- Products Inc., Can-Am Wall of Fame Contest, c/o Sea-Doo Marketing & Social self addressed stamped envelope to be postmarked by March 1, 2023 to: Bombardier Media, 565, de la Montagne, Valcourt, Quebec, J0E 2L0.
- 26) **VOID IF REPRODUCED.** Contest 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.