



The Never Ending Road Trip Contest OFFICIAL RULES

WINNER NOTIFICATION: January 15th, 2020

- 1) **PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.** By entering The Never Ending Road Trip Contest (the "**Contest**"), 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 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

- 2) **CONTEST PERIOD.** The Contest Period to enter into this Contest is for a limited time. Entrant may enter the Contest as of November 1st, 2019 at 9:00 am EST until December 31, 2019, 11:59 pm EST (the "**Contest Period**"). No entry received after the end of the Contest Period will be accepted.
- 3) **SPONSOR.** The Contest is sponsored by BRP US Inc. and Bombardier Recreational Product Inc. ("**BRP**" or the "**Sponsor**"), 726, rue St-Joseph, Valcourt, Quebec, J0E 2L0.
- 4) **NO PURCHASE NECESSARY TO ENTER OR BE SELECTED. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED.**
- 5) **ELIGIBILITY.** This Contest is open to legal residents of Canada, United States (excluding Puerto Rico), Australia, France, Japan, United Kingdom, New Zealand, Austria and Germany who have reached the age of majority in their states/provinces of residence as of the date the Contest Period begins, who must have a valid driver's licence allowing them to ride a 3-wheel on-road vehicle and who have a valid email address. Employees of BRP, their subsidiaries, distributors, 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.
- 6) **HOW TO ENTER.** During the Contest Period, an eligible individual ("**Entrant**") may enter the Contest by completing and submitting the fully completed entry form accessible canamonroad.com/neverendingroadtrip.

In this participation form, Entrant will be asked to suggest what would be their Never Ending Road Trip on the Can-Am Spyder RT2020 with a brief explanation of the reasons why the RT2020 will make it an exceptional trip. See questions listed below.

1. Tell us about a road trip you've been dreaming to go on with a Can-Am Spyder vehicle.
2. Tell us why you want to go there with the new 2020 Can-Am Spyder RT.

Each Entrant may submit a maximum of three (3) entry forms during the Contest Period, provided that each entry from the same Entrant suggests a different Never Ending Road Trip.

ski-doo LYNX SEA-DOO Evinrude ROTAX Can-Am

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Entrant must provide a valid e-mail address, his/her first and last name, complete address, Zip Code/Postal Code and telephone number.

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) **SELECTION.** Sponsor will, in its sole discretion, select among the valid entry forms received, five (5) Entrants (each a "**Selected Entrant**").

Each **Selected Entrant** will then be contacted by phone by the Sponsor and asked several questions regarding their Never Ending Road Trip.

Once all available Selected Entrants have been contacted, the Sponsor, based on their answers, will select one Selected Entrant to be the winner ("**Winner**")

Selection of the Selected Entrants will be based, without limitation, upon Sponsor's evaluation of a suggested Never Ending Road Trip originality, relevance, uniqueness and/or accessibility, as well as Sponsor's evaluation of the arguments provided by Entrant during the call with the Sponsor.

Selection is not subject to random chance.

Chances of an Entrant of being selected as the Selected Entrant depend on the number of valid entry forms received and on the Sponsor's judging criteria.

Decisions of the Sponsor in the selection of the Selected Entrant and all matters relating to this Contest 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 Selected Entrant and/or 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 select another Selected Entrant or Winner or proceed without involving another Entrant. Sponsor shall be fully and completely released and discharged from any liability or responsibility in this regard.

- 8) **NOTIFICATION TO SELECTED ENTRANT AND WINNER.** Sponsor will attempt to contact the Selected Entrant and/or 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 Sponsor is not able to make contact directly with the Selected Entrant and/or Winner within the allotted time, using the email address and/or phone number the Selected Entrant and/or Winner will have provided, then Sponsor may, at its sole and absolute discretion, either select another Entrant or proceed without involving another Entrant. Sponsor is not responsible for failed attempts to notify the Selected Entrant and/or Winner.
- 9) The Winner must complete an affidavit of eligibility and a liability/publicity release and a non-disclosure agreement. 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.



10) PRIZE: Win your Never Ending Road Trip for two (2) for a value up to \$10,000 CAD / approx. \$7,600 USD:

The number of days will depend on the suggested Never Ending Road Trip * and the availability of the Winner. The trip may include guide, riding gear, accommodation in a double-occupancy; meals, and if applicable two (2) round-trips economy airfare from any major International airport in an eligible country for a value up to \$10,000 CAD / approx. \$7,600 USD.

The Never Ending Road Trip will be filmed by the Sponsor and may be made available on various web platforms including YouTube, Facebook & Instagram.

If the Winner chooses not to attend The Never Ending Road Trip, then no other incentive shall be received by this Winner and no other Entrant shall be selected. Winner will not be authorized to exchange, transfer its right to The Never Ending Road Trip, neither to otherwise receive a cash-surrender or a compensation in any form.

* If applicable, the Sponsor reserves the right to adjust the suggested Never Ending Road Trip details for convenience and feasibility and to a maximum value of \$10,000 CAD / approx. \$7,600 USD.

- 11)** All other expenses not specifically listed in the description of the Prize, are the sole responsibility of the Winner and his guest including but not limited to: travel to and from the international airport nearest the Entrant's home from an eligible country, all ground transfers, airport fees, personal charges at lodging, gratuities, meals not indicated in the prize description, taxes, medical, accident, luggage, insurance and any items of a personal nature. The Winner and his/her traveling companion ("Guest") must travel at the same time and from the same city. The Winner's Guest must remain the same for the duration of the trip. The Winner's Guest, or their parent/legal guardian if under the age of majority, will be required to complete a full Liability and Publicity Release prior to travel. Winners and Guest are responsible for obtaining all necessary travel documentation. Depending on place of residence, **Winner and Guest may need a valid passport** to be able to claim the prize because of cross-border travel related requirements.
- 12)** A Sponsor's representative will contact the Winner to make travel arrangements. **The trip must be scheduled prior April 1, 2020 and booked prior June 1, 2020.**
- 13) 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 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.
- 14) PRIVACY.** By entering this Contest, 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, etc.) for the purposes of implementing, administering and fulfilling this Contest. 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 Contest. The Contest participation forms are administered by MyFeelBack, SAS. Please see the Privacy Policy of Sponsor at www.brp.com/en/privacy-policy for information on the policy towards maintaining the privacy and security of the information.

- 15) **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 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.
- 16) **RELEASE AND LIABILITY.** By entering this Contest, 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 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.
- 17) **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 Contest, shall be governed by, and construed in accordance with, the laws of the Province of Quebec and the federal laws that are applicable.

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.

- 18) **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.
- 19) **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.
- 20) **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.
- 21) **FACEBOOK/INSTAGRAM/YOUTUBE.** This Contest is in no way sponsored, endorsed, associated or administered by Facebook/Instagram/YouTube. Entrants are providing their information to Sponsor and not to Facebook/Instagram/YouTube. Facebook/Instagram/YouTube 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 the Sponsor and not Facebook/Instagram/YouTube.

- 22) **TERMINATION.** Sponsor reserves the right to terminate this Contest 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 Contest or of any person's computer hardware or software. Should the Contest be terminated prior to the stated expiration date, notice will be posted on www.canamonroad.com.
- 23) These rules are published on the following canamonroad.com/never-ending-road-trip. For the name of the Winner; send a self-addressed stamped envelope to be postmarked by June 30, 2020 to: Bombardier Recreational Products Inc., "The Never Ending Road Trip" Sweepstake, 565, de la Montagne, Valcourt, Quebec, J0E 2L0.