**Can-Am American Roots Fan Kit and Can-Am Defender Giveaway**

**Full Official Rules**

**NO PURCHASE OR TEXT MESSAGE NECESSARY TO ENTER OR WIN. PURCHASING A PRODUCT OR SENDING A TEXT MESSAGE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**CAN-AM AMERICAN ROOTS FAN KIT AND CAN-AM DEFENDER GIVEAWAY (“PROMOTION”) IS OPEN ONLY TO LEGAL RESIDENTS OF THE FIFTY (50) UNITED STATES AND THE DISTRICT OF COLUMBIA, EXCEPT WHERE OTHERWISE NOTED, WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. VOID OUTSIDE THE UNITED STATES OR WHERE PROHIBITED BY LAW. PROMOTION IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES.**

**BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES CERTAIN RELEASES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES, INCLUDING A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY.**

**BY ENTERING, YOU AGREE TO RECEIVE TWO (2) TEXT MESSAGE REGARDING THE OPERATION OF THE PROMOTION.**

**1. ELIGIBILITY:**

The Promotion is comprised of two parts: an instant win sweepstakes (the “Instant Win Sweepstakes”) and a grand-prize sweepstakes (the “Grand Prize Sweepstakes”).

The Instant Win Sweepstakes is open to all legal residents of the fifty (50) United States and the District of Columbia who are 18 years of age and older at time of entry except as set forth below.

The Grand Prize Sweepstakes is open to all legal residents of the fifty (50) United States and the District of Colombia who are 18 years of age or older at the time of entry except as set forth below, but excludes residents of Alaska, Hawaii, New York, and Rhode Island.

Notwithstanding the foregoing, the following individuals and members of their families (parents, grandparents, children, siblings, spouses) and immediate household members (whether related or not) are not eligible for participation: employees, officers, and directors of Sponsor, Professional Bull Riders, Inc., FanUp Software, Inc and each of their parent, subsidiary, and affiliated companies, and Sponsor’s advertising and promotional agencies. All federal, state, and local regulations apply.

**2. START/END DATES:**

The Promotion begins at 6:00 AM United States Eastern Time (“ET”) on January 16, 2021 and ends at 11:30 PM ET on October 17, 2021 (the “Promotion Period”). Entry to the Instant Win Sweepstakes will be open only during the Entry Window and on the Entry Dates, each of which are set forth in Section 3. Entry to the Grand Prize Sweepstakes will be open during the entirety of the Promotion Period.

**3. HOW TO ENTER:**

**Instant-Win Sweepstakes:** Entry to the Instant Win Sweepstakes will be open from 6:00 AM ET to 11:30 PM ET (the “Entry Window”) on the following dates (the “Entry Dates”):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| January 16, 2021 | January 17, 2021 | January 23, 2021 | January 24, 2021 | January 30, 2021 |
| January 31, 2021 | February 13, 2021 | February 14, 2021 | February 20, 2021 | February 21, 2021 |
| February 27, 2021 | February 28, 2021 | March 6, 2021 | March 7, 2021 | March 13, 2021 |
| March 14, 2021 | March 20, 2021 | March 21, 2021 | March 27, 2021 | March 28, 2021 |
| April 9, 2021 | April 10, 2021 | April 11, 2021 | April 17, 2021 | April 18, 2021 |
| April 23, 2021 | April 24, 2021 | April 25, 2021 | May 14, 2021 | May 15, 2021 |
| May 16, 2021 | May 22, 2021 | May 23, 2021 | June 11, 2021 | June 12, 2021 |
| June 13, 2021 | July 26, 2021 | July 27, 2021 | July 31, 2021 | August 1, 2021 |
| August 6, 2021 | August 7, 2021 | August 8, 2021 | August 13, 2021 | August 14, 2021 |
| August 21, 2021 | August 22, 2021 | August 28, 2021 | August 29, 2021 | September 10, 2021 |
| September 11, 2021 | September 18, 2021 | September 19, 2021 | September 24, 2021 | September 25, 2021 |
| October 9, 2021 | October 10, 2021 | October 16, 2021 | October 17, 2021 |  |

There are two (2) ways to enter the Instant Win Sweepstakes:

*SMS Entry***:** Submit an SMS entry from your mobile device (“Mobile Device”) by texting CANAM to 86225. Carrier’s standard messaging and data rates apply. You will be automatically entered into the Instant Win Sweepstakes, and eligible entries will also be entered into the Grand Prize Sweepstakes.

*Internet Entry***:** To submit an Internet entry for free, visit <https://can-am.brp.com/off-road/us/en/forms/win-a-can-am-pbr.html> and follow the on-screen entry instructions. You must fully complete the registration, including your first and last name, email address, and phone number. Normal time rates, if any, charged by Internet service provider will apply. You will be entered into the Grand Prize Sweepstakes.

Limit one (1) entry per person per Entry Date for the Instant Win Sweepstakes.

**Grand Prize Sweepstakes**:

Winners of the Instant Win Sweepstakes will be automatically entered into the Grand Prize Sweepstakes.

If you entered but did not win the Instant Win Sweepstakes, you will be provided with a link to enter the Grand Prize Sweepstakes. Go to the link and follow the on-screen entry instructions. You must fully complete the registration, including your first and last name, email address, postal code, date of birth, zip code, daytime telephone number (including area code, and email-address. Normal time rates, if any, charged by Internet service provider will apply.

Limit one (1) entry per person for the Grand Prize Sweepstakes.

By submitting an entry, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Bombardier Recreational Products: Can-Am Off-Road (“Sponsor”) and its appointed agents, which will be final and binding in all matters relating to the Promotion.

By participating and submitting an entry, entrant agrees that Sponsor and any participating parties are authorized to contact entrant via e-mail to make entrant aware of information pertinent to the Promotion, and to distribute information regarding Sponsor’s featured products, special events, promotional offers, or coupons. Entrants may opt out of any further e-mail communication at any time following the provided opt-out instructions.

**4. PRIZES:**

**Instant Win Sweepstakes**

Fifty-Nine (59) Instant Win Sweepstakes prizes will be awarded. Each Instant Win Sweepstakes prize consists of one (1) Can-Am Fan Kit, including:

* One (1) backpack
* One (1) portable speaker
* One (1) Can-Am x Professional Bull Riders Yellow Bandana

Each Instant Win Sweepstakes prize has an approximate retail value (“ARV”) of $200. Total ARV of all Instant Win Sweepstakes prizes: $11,800

**Grand Prize Sweepstakes**

One (1) Grand Prize Sweepstakes prize will be awarded. The Grand Prize Sweepstakes prize consists of one (1) Can-Am Defender Side-by-Side, to be provided by the Can-Am dealer nearest the Grand Prize Sweepstakes winner’s place of residence.

Grand prize winner is required to comply with all applicable federal, state and local laws, rules and regulations, including but not limited to licensing and insurance requirements. Grand prize winner must possess a valid U.S. driver’s license. Winner will be required to show proof of currently valid driver’s license and state mandated insurance prior to taking delivery of the vehicle.

ARV of grand prize: $10,399.

ARV of all prizes: $22,199.

All Promotion prize details are at Sponsor’s sole discretion. The actual make and model of prizes included will be determined by Sponsor in its sole discretion. Prizes to be awarded “as is” and any and all warranties and/or guarantees (if any) shall be subject to the prize manufacturer’s terms; therefore, winners agree to look solely to such manufacturer(s) for any such warranty(s) and/or guarantee(s), if any. Any prize depiction is for illustrative purposes only and shall not be relied upon. Prizes are not transferable or redeemable for cash. No substitutions of prizes by winners allowed, but Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion.

All expenses and travel costs incurred as a result of seeking, winning, and/or making use of a prize are the sole responsibility of winner. Any expense or cost not expressly stated in the description of the prizes set forth above is the sole responsibility of winner.

**All federal, state, and local taxes, fees, and surcharges on any prize are the sole responsibility of winner of the prize. Winners of prizes with a value of $600 or more will be issued an IRS Form 1099-MISC early in the year following the year in which prize was awarded for filing with his/her federal and state tax returns. Sponsor complies with all tax reporting requirements. The amount of any tax liability will vary depending on winner’s tax bracket.**

**5. ODDS OF WINNING:**

Odds of winning an Instant Win Sweepstakes prize depend on the total number of prizes available divided by the total number of entries during the applicable Entry Window and Entry Date.

Odds of winning a Grand Prize Sweepstakes prize are dependent on the number of eligible entries received by 11:55 PM ET on October 17, 2021.

**6. WINNER SELECTION, NOTIFICATION, AND VERIFICATION:**

One (1) entrant will win the Instant Win Sweepstakes on each Entry Date. If you are a potential Instant Win prize winner, you will receive an on-screen message or a text message stating that you have won an Instant Win prize, along with instructions for claiming your Instant Win prize. If you have not received the on-screen confirmation message or text message, then you are not an instant winner.

Potential Grand Prize winner will be selected in a random drawing from among all eligible entries received, to be held on or about October 18, 2021. The potential winner, including the winner’s name and city of residence, will be announced live during the Professional Bull Riders World Finals scheduled to take place on November 3 - 7, 2021. Notwithstanding such announcement and/or the verbiage thereof (including without limitation any statements that the entrant is a “winner” or has “won” the Grand Prize), the potential winner will not be deemed a winner, and will not be eligible to receive the Grand Prize, unless and until such potential winner is verified as being eligible to receive the Grand Prize, and returns all necessary documents in accordance with this section and these Terms and Conditions.

Drawing will be conducted by Sponsor or its appointed agent, and all decisions are final. Potential winners will be contacted by call, text, and email. If any potential winner cannot be reached within seven (7) days of first notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize, or in the event of noncompliance with these Official Rules, such prize will be forfeited and an alternate winner will be selected from among all remaining eligible entries. Upon forfeiture of any prize, no compensation will be given. Limit one (1) Instant Win prize per person or household.

All potential Instant Win Sweepstakes winners may be required to sign and return, where legal, a Declaration of Eligibility and Liability/Publicity Release within three days of notification that he/she is a potential winner. All potential Grand Prize Sweepstakes winners will be required to sign and return, where legal, an Affidavit of Eligibility and Liability/Publicity Release within seven days of notification that he/she is a potential winner. No potential winner will be an official winner until his/her Declaration of Eligibility and Liability/Publicity Release Affidavit of Eligibility and Liability/Publicity Release has been returned and eligibility has been formally verified by Sponsor. If any potential winner fails to comply with these Official Rules and/or to submit the required documentation within the designated time period, he/she will be automatically disqualified and the prize may be awarded to an alternate winner.

**7. LICENSE AND RELEASE:**

Participation in the Promotion and acceptance of prize constitute winner’s and guest’s permission for Sponsor or its agents to photograph, film, and record each winner and guest and to use his/her name, address (city and state), likeness, photograph, voice, biographical information, and/or any statements made by each winner and guest regarding the Promotion or Sponsor for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law. Entrants explicitly authorize Sponsor and parties that it may designate from time to time to utilize entrant’s name and location to publicly announce that entrant is a potential winner or winner of the Grand Prize. By participating and/or accepting a prize, entrants, winner(s), and guest(s) acknowledge and agree to release and hold harmless Sponsor, Professional Bull Riding, Inc., Sponsor’s advertising and promotional agencies, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors (“Released Parties”) from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death that may occur in connection with, preparation for, travel to, or participation in the Promotion, or participation in, possession, acceptance, and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Sponsor shall not be responsible for any cancellations, delays, diversions, substitutions, or omissions whatsoever by any other persons providing any services to winner, including any results thereof, such as changes in services or location necessitated by same. Sponsor is not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism. Sponsor shall not be liable for any loss or damage to personal belongings. Entrants who do not comply with these Official Rules or who attempt to interfere with this Promotion in any way shall be disqualified. There is no purchase required to participate in the Promotion or to win any prize in the Promotion. A purchase does not increase odds of winning.

**8. ADDITIONAL TERMS:**

Sponsor reserves the right to alter, suspend, or terminate the Promotion at any time and with or without notice if, in Sponsor’s sole discretion, the integrity of the Promotion becomes or is likely to become compromised in any way. In the event the Promotion is terminated prematurely, all eligible entries received prior to the Promotion termination or suspension date will be included in the next prize drawing. No automated devices, bots, and/or other programs and/or software are permitted. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. No mass or mechanically reproduced, photocopied, altered, or forged entries will be allowed. Delivery of a prize will require a street address located within the fifty (50) United States or the District of Columbia (except those states where the Promotion is prohibited or excluded). Sponsor is not responsible for lost, late, illegible, stolen, torn, altered, incomplete, invalid, unintelligible, misdirected, technically corrupted, garbled, or postage-due entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

In case of a dispute as to the identity of any SMS entrant, an entry will be declared as made by the authorized account holder of the Mobile Device used for entry. In case of a dispute as to the identity of any Internet entrant, an entry made by Internet will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The “authorized account holder” is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry.

If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, automated entries, requests, fraud, technical failure, human error, or any other cause beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Promotion. Sponsor assumes no responsibility for any error, omission, interruption, telephone or other communications malfunctions, deletion, defect, delay in operation or transmission, communications line failure, or theft or destruction of, unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone networks or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, any combination thereof, or otherwise, including any injury or damage to entrant’s or any other person’s computer related to, or resulting from, participation or downloading of any materials in the Promotion.

Sponsor and its agents are not responsible for printing, distribution, or production errors and may, in their sole discretion, rescind, cancel, suspend, modify, or revoke this Promotion based upon any such error without liability. If by reason of a printing, computer, or other error more prizes are awarded in a prize category than the number set forth in these Official Rules, all persons purportedly making valid claims will be included in a random drawing to award the advertised number of prizes available. In no case will more than the advertised number of prizes be awarded. Antifraud detection devices may be used for verification purposes. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Headings are solely for convenience and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

**Caution: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.**

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT’S ACCESS TO, AND USE OF, THE WEBSITES AND/OR THIS PROMOTION, OR ENTRANT’S DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE PROMOTION.

**9. DISPUTES AND GOVERNING LAW:**

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Any controversy or claim arising out of, or relating to, these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in New York City, New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS AND RULES. For any matters that are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York City, New York. The parties agree not to raise the defense of forum non conveniens.

**10. USE OF DATA:**

Sponsor will be collecting personal data about entrants online, in accordance with its Privacy & Cookie Policy. Please review Sponsor’s Privacy & Cookie Policy at https://can-am.brp.com/off-road/us/en/privacy-policy.html. By participating in the Promotion, entrant hereby agrees to Sponsor’s collection and usage of his/her personal information and acknowledges that he/she has read and accepted Sponsor’s Privacy & Cookie Policy.

**11. LIST OF WINNERS; WINNER’S NAME:**

To obtain a list of winners, send a self-addressed, stamped envelope, with sufficient postage, to Public Label Agency, ATTN: Erin Awtry/Can-Am, 3020 Carbon PI #300, Boulder, CO 80301. All requests for a list of winners must be postmarked by October 25, 2021 and received by October 31, 2021.

**12. SPONSOR:** Bombardier Recreational Products: Can-Am Off-Road