



ADVENTURE BY DESIGN

ALUMACRAFT 75TH ANNIVERSARY FISHING TRIP WITH JON THELEN CONTEST OFFICIAL RULES

WINNER SELECTION Date: May 12, 2021

- 1) **PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.** By entering Alumacraft 75th Anniversary Fishing Trip With Jon Thelen 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 April 26, 2021 at 8:00 am CT until May 7, 2021, 11:59 pm CT (the "**Contest Period**"). No entry received before or 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., together with its affiliates and subsidiaries ("**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 the United States (excluding Puerto Rico) and Canada 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 and provide valid contact information. 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 on Facebook and Instagram by completing the following steps:
 - a) Facebook
Publish a picture in the comment section under the Alumacraft Contest post and briefly describe why you should win the fishing trip.
 - b) Instagram
Publish a picture with #Alumacraft75 and #Contest. In the photo description, describe why you should win the fishing trip. The picture must be public.

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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) **ONE ENTRY PER PERSON PER PLATFORM.** Participants may only submit one entry using the same information on each platform, for a maximum of one (1) comment on Facebook and one (1) post on Instagram.
- 8) **GUIDELINES FOR PICTURE/VIDEO ENTRY.** If applicable, note the following guidelines for entry of a picture/video. Entry will be rejected if the Entrant does not follow these guidelines. Each picture/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, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media);
 - Submit any photo/video 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/VIDEO 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 Contest.

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

- 10) **SELECTION OF WINNER AND PRIZE CLAIM:** Selection will be made on May 12, 2021 at Sponsor office located at 10101 Science Drive, Sturtevant, Wisconsin, USA, 53177. Selection is not subject to random chance. Odds of winning depend on number of entries received.

Sponsor will, in its sole discretion, select eleven (11) Entrants (each a "**Winner**") among the valid entries. Selection of the Winners will be based, without limitation, upon Sponsor's evaluation of the entrant's Alumacraft story and boating experience, as demonstrated in the email submitted.

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

Decisions of the Sponsor in the selection of the Winners 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

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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 select 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.

- 11) **NOTIFICATION TO WINNERS.** Sponsor will attempt to contact the Winner between 9:00 AM CT and 5:00 PM CT, 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 Winner within the allotted time, using direct message system or notification systems of Instagram or Facebook the 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 Winner.
- 12) **PRIZE DELIVERY:** A Sponsor representative will contact the Winners to make the Prize delivery arrangements.
- 13) **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 the Sponsor, who may substitute a Prize of equal or greater value if advertised Prize becomes unavailable.
- 14) **AFFIDAVIT OF ELIGIBILITY.** Before being declared as a Winner and to be eligible to receive a Prize the Winner must complete an affidavit of eligibility and, if applicable, a liability/publicity release and/or a non-disclosure agreement and/or a W-9 Form and/or for Canadian residents, a mathematical skill question. If applicable, 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) **PRIZE: Eleven (11) Winners will be selected:**

First prize: One (1) Grand Prize Winner and a Guest will receive one (1) day on the water fishing with Alumacraft ambassador Jon Thelen at a date & time to be determined. Transportation to Minnesota, two (2) nights in a hotel and a \$500 gift card for personal expenses will be provided. The Grand Prize Winner will also receive two (2) Alumacraft 75th Anniversary T-shirt, two (2) Alumacraft neck scarf, one (1) Striker Adrenaline Rainsuit and one (1) Flambeau tackle box filled with Lindy and other brands of tackle. The trip must be scheduled before April 30th 2022 and must be booked before September 30th, 2022. Value of \$3,000 USD / \$4,000 CAD.

Covid-19 Pandemic. Entrants acknowledge that the Contest is being conducted in the context of the Covid-19 pandemic and that, as a result of this and changing health regulations, some Prizes may be temporarily unavailable. In which case, the Sponsor reserves the right to modify, among other things, the Prize for a prize of equal value, inclusions, loaned equipment or dates on which the Prize may be used. In all cases, the Winner and its Guest will need to respect all public health guidelines



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in force and may be required to wear a mask and respect the social distancing requirements. The Winner and its Guest will also need to confirm they do not have any Covid-19 symptoms and have not been exposed to Covid-19.

Second prize: Ten (10) Winners will receive one (1) Alumacraft 75th Anniversary T-shirt and one (1) Alumacraft neck scarf. Value of \$36 USD / \$46 CAD.

- 16) **OTHER EXPENSES.** 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, luggage, travel insurance;
 - personal charges at lodging, gratuities, meals not indicated in the Prize description;
 - taxes;
 - medical fees, accidents;
 - other insurances
 - 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. Winner 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.

- 17) **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.

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 Contest. 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.

- 18) **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, Facebook/Instagram/Twitter account information, as applicable, 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

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third parties except for the purposes of administering this Contest. 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.

- 19) **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.
- 20) **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.
- 21) **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.
- 22) **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.

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.

- 23) **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

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of any sort, the terms and conditions of the Rules herewith shall prevail, govern and control over any other terms and conditions.

- 24) **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.
- 25) **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.
- 26) **FACEBOOK/INSTAGRAM.** This Contest is in no way sponsored, endorsed, associated or administered by Facebook/Instagram. Entrants are providing their information to Sponsor and not to Facebook/Instagram. Facebook/Instagram 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.
- 27) **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 alumacraft.com.
- 28) **PUBLICATION OF THE RULES.** These rules are published on the following URL: https://alumacraft.com/About-Alumacraft.php?content=75th_official_rules. For the name of the Winner; send a self-addressed stamped envelope to be postmarked by June 30, 2021 to: Bombardier Recreational Products Inc., Alumacraft 75th Anniversary Fishing With Jon Thelen Contest, 565, de la Montagne, Valcourt, Quebec, J0E 2L0.
- 29) **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.

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