

TERMS AND CONDITIONS FOR THE BRP SKI-DOO WALL OF FAME MXZ MINI WINTER HOLIDAY CONTEST

Bombardier Recreational Products Inc., its subsidiaries, affiliates, authorized dealers, distributors and agencies (collectively referred to as “BRP”) is glad you are interested in sharing your Content with us. Please, carefully read the following terms and conditions that apply to your submission. **IF YOU DO NOT AGREE WITH THE FOLLOWING TERMS AND CONDITIONS, DO NOT SUBMIT ANY OF YOUR CONTENT.** These Terms and Conditions (“T&C”) represent a binding agreement between you (“You” or “Your”) and BRP.

If Your Content meets all these T&C, You may get featured on BRP and its brands marketing communication and social medias content.

Admissible persons submitting Content between December 6, 2024 and December 16, 2024 will also be eligible to enter BRP Ski-Doo MXZ Mini Winter Holiday Contest. See details and admissibility of BRP Ski-Doo Wall of Fame MXZ Mini Winter Holiday Contest below.

****THIS CONTEST IS ONLY OPEN TO PERSONS HAVING THE AGE OF MAJORITY IN ELIGIBLE JURISDICTIONS. BY ENTERING THIS CONTEST AND BY SUBMITTING CONTENT, YOU REPRESENTANT AND AFFIRM THAT YOU HAVE REACHED THE AGE OF MAJORITY IN YOUR JURISDICTION****

- 1. Definition of “Content”.** The Content is defined as all the photos, images, illustrations, drawings and all other intellectual property submitted or uploaded through The BRP Ski-Doo MXZ Mini Winter Holiday Contest. For the purposes of the BRP Ski-Doo MXZ Mini Winter Holiday Contest, the Content submitted must only be a picture or scan of the drawing/illustration submitted and in no case should it include any person (identifiable or otherwise).
- 2. How to Share Content.** You can share Content by uploading your Content on this page. Uploading Content on this Platform constitutes Your acceptance of these T&C.
- 3. Eligibility.** Participation is open only to persons having reached the age of majority that are residents of Canada and the United States, excluding its territories and possessions and residents of the State of New York and of the State of Florida.
- 4. License.** By submitting your Content to BRP, You hereby grant BRP a worldwide, perpetual, unlimited, irrevocable, free and without payment of any royalty, non-exclusive, transferable, sublicensable and assignable license (“**License**”) to use, copy, reproduce, display, publish, re-post, distribute, exploit, transmit, broadcast, edit, modify, alter, create derivate works or otherwise use the Content on any known or to-be-know media such as, but not limited to, websites, social medias, paper and digital advertising, promotional emails, television commercials, billboards, kiosk, advertising or displaying at conventions, clubs and dealerships, paid promotional content and all other marketing, promotional, advertising and

informative initiatives. If applicable, by submitting your Content, you renounce to any moral rights on the submitted Content.

- 5. No Obligation to Use the Content.** You understand that BRP will have no obligation to make any use of the Content. **SUBMITTING CONTENT TO BRP DOES NOT GUARANTEE YOUR CONTENT WILL BE FEATURED OR USED IN ANY WAY.**
- 6. No Prior Approval.** In the case where BRP wishes to use your Content, BRP will not have any obligation whatsoever to ask You for your approval.
- 7. No Compensation.** You understand that You will not receive any compensation for the Content submitted and used or published in accordance with the terms of the License by BRP.
- 8. No endorsement or affiliation.** You understand that your submission of Content and/or use of your Content by BRP does not imply any partnership, endorsement or affiliation between You and BRP.
- 9. Representations and Warranties.** You represent and warrant that:
 - a. Majority. You have reached the age of majority in your province/state/territory/country of residence;
 - b. Authority to Grant License. You have the full right and authority to grant the rights described in these T&C;
 - c. Original Content. The Content is Your original Content and You did not take the Content from another third-party, website or social media posting;
 - d. Third Party Rights. You have the consent or permission of any other person or entity that has participated in the conception or creation of the Content and whose permission is required for BRP'S use of your Content as described in these T&C, including but not limited to:
 - i. any person who participated in the creation or conception of any of the Content, , and in the case of any minor, from You as a parent or legal guardian of this minor;
 - ii. any person or entity who owns any rights in your Content or anything that appears in your Content. You irrevocably and unconditionally grant BRP all authorizations and consents of any person or entity as required by any applicable laws, including but not limited to copyright laws and any other applicable laws now or in future in force in any part of the world which may be required for BRP's use of the Content.
 - e. No Unlawful Content. The Content submitted by You is not confidential, libellous, defamatory, obscene, pornographic, abusive, indecent, threatening, harassing, hateful, offensive or otherwise unlawful, and it will not negatively impact BRP's image or reputation;
 - f. Respect of Laws and Regulations. The Content and the use You make of the Content by submitting it respects all applicable laws and regulations, including consumer protection, copyright, trademark, trade secret, privacy, moral rights and proprietary rights.
- 10. Modification of these T&C.** BRP reserves the right to modify these T&C at all times and without advance notice by posting a new version of these T&C. Accordingly, You should review these T&C every time You submit Content.

11. Copyright Infringement. BRP respects the intellectual property of others. If You believe any Content shared on our pages infringes your intellectual property right, You can inform BRP's UGC team at brp.care@brp.com and BRP will take appropriate measures to assess the situation.

12. Governing Law and Language. These T&C shall be governed and construed in all respects in accordance with the laws of the Province of Québec. You hereby consent to personal jurisdiction and venue of the Courts of Montréal, Québec. If any provision of these T&C is held to be unenforceable or invalid by a court of competent jurisdiction, that provision will be enforced to the maximum extent possible and the other provisions will remain in full force and effect.

In the event of any discrepancy or inconsistency between the English language version and any other version of these T&C or Rules in another language, the English version shall prevail. The Parties hereto expressly required that this Agreement be drawn up exclusively in English. Les Parties reconnaissent avoir expressément exigé que la présente convention soit rédigée uniquement en anglais.

13. Privacy. Any personal identifiable information (“**Personal Data**”) shared by You under these T&C will be treated in accordance with the [BRP Privacy Policy](#) and the [Stackla Privacy Policy](#) and by applicable authorized third-party's privacy policy. This includes the potential use of personal information for marketing, promotional, or analytical purposes. You understand and agree that your Personal Data may be used for analytics and profiling, and that You may receive commercial electronic messages from BRP.

You may withdraw or modify your consent regarding the processing of your Personal Data by BRP at any time by communicating with privacyofficer@brp.com.

14. Financial Compensation for Information. Bombardier Recreational Products Inc. (together with its affiliate companies and subsidiaries, “BRP”) may offer financial incentives (free shipping, discounts, contests/sweepstakes or other special promotions and offers). When you voluntarily sign up for these, you share with BRP your name, email and any other required information. The value of these incentives reasonably correlates with the personal information you provide, which is estimated based on revenue generated by your use of the incentive, improvements to products/services minus the expenses incurred by BRP.

Opt-out anytime via privacyofficer@brp.com . Details in BRP's [Privacy Policy](#).

15. Release and Liability. By submitting Content, You 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 submitting Content or entering the Contest, the acceptance, possession, use or misuse of any prize, or while preparing for and/or participating in any user generated content submission, Contest and/or prize-related activity.

BRP SKI-DOO WALL OF FAME MXZ MINI WINTER HOLIDAY 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.
- 2) PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.** By entering the BRP Ski-Doo Wall of fame MXZ Mini Winter Holiday 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 December 6, 2024 at 10:00 am ET until January 6, 2025, 11:59 pm ET (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, excluding its territories and possessions and residents of the State of New York and of the State of Florida), 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.

For greater clarity, only persons having reached the age of majority in their country/state/province/territory are eligible to participate. No other person is to submit any Content or participate in this Contest.

- 7) HOW TO ENTER.** During the Contest Period, an eligible individual (“**Entrant**”) may enter the Contest by submitting Content to BRP via the BRP Ski-Doo MXZ Mini Winter Holiday Contest platform accessible at <https://ski-doo.brp.com/ca/en/discover-ski-doo/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, a picture of their drawing, their first and last name, Country of residence and confirm they are over the age of maturity in their place 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, in its sole discretion, acting reasonably.

ALL POSTED PICTURES THAT ARE INFRINGING COPYRIGHTS OR THAT INCLUDE ANY PERSON (RECOGNIZABLE OR OTHERWISE) WILL BE AUTOMATICALLY DISQUALIFIED.

- 8) PICTURE ENTRY.** Participants 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.

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

- 9) 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.

- 10) NO COST.** No cost related to Facebook, Instagram or X, see details at <https://www.facebook.com/>, <http://www.instagram.com/> and <https://twitter.com/>.

- 11) SELECTION. DRAW.** Sponsor will randomly draw, among the valid entries received, **one (1) Participant (a “Winner”)**. Draw will be made at the Sponsor office located at 726 St-Joseph Street, Valcourt, Québec, J0E 2L0 on **[January 9, 2025]**. 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.

12) 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.

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

14) PRIZE: 1 Winner will be selected to win a Ski-Doo MXZ 200, model year 2024 – The total approximate value of the prize is 6,999\$ CAD / 5,649\$ USD.

The Winner will be responsible for transporting the unit from their local Dealership to their desired location. Winner will also be responsible for ensuring they have the right license(s) and registrations to be able to operate the vehicle in their respective state/territory/province of residence. Sponsor does not guarantee the date of delivery of the vehicle, which delivery may be subject to inventory and availability. Prize may not be exactly as shown.

15) OTHER EXPENSES: All other expenses not specifically listed in the description of the Prize, are the sole responsibility of the Winner including but not limited to:

- taxes;
- Licences and permits;
- Vehicle registrations and titles;
- Delivery costs;
- Insurance;
- Accessories.

16) 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.

17) 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.

18) 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 or relevant authorities.

19) 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.

20) 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.

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. 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.

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

24) FACEBOOK/ INSTAGRAM/ YOUTUBE/ X. This Contest is in no way sponsored, endorsed, associated or administered by Facebook /Instagram/ Youtube/ X. Entrants are providing their information to BRP and not to Facebook/ Instagram/ Youtube/ X. Facebook/ Instagram/ Youtube/ X 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/X.

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

26) 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://ski-doo.brp.com/ca/en/discover-ski-doo/wall-of-fame.html>.

27) PUBLICATION OF THE RULES. These rules are published on the following <https://ski-doo.brp.com/ca/en/discover-ski-doo/wall-of-fame.html>. For the name of the Winner; send a self-addressed stamped envelope to be postmarked by January 15, 2026 to: Bombardier Recreational Products Inc., Can-Am Wall of Fame Contest, c/o Ski-Doo Marketing & Social Media, 565, de la Montagne, Valcourt, Quebec, J0E 2L0.

28)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.