

## 2024 Snowbird RV Show Contest

### CONTEST RULES

#### 1. Contest Period

The 2024 Snowbird RV Show by Fraserway RV Contest (the “**Contest**”) begins at 10:00:00 a.m. Pacific Time (“**PT**”) on September 19, 2024 and ends at 5:00:00 p.m. PT on September 22, 2024 (the “**Contest Period**”). By participating in the Contest, each entrant agrees to abide by and be bound by these Contest Rules and all decisions of MTD Promotions, a division of Fraserway RV LP (the “**Sponsor**”), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prizes, including without limitation eligibility and/or disqualification of entries.

#### 2. Eligibility

The Contest is open to all Canadian resident attendees (excluding residents of Quebec) of the 2024 Snowbird RV Show and Sale at Tradex in Abbotsford, British Columbia (the “**RV Show**”) who are at least nineteen (19) years old at the time of entry.

Excluded from eligibility are the officers, directors, employees, agents and representatives of the Sponsor and its parents, subsidiaries, affiliates, advertising and promotion agencies, (collectively, the “**Contest Entities**”), and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

#### 3. How to Enter

##### **NO PURCHASE NECESSARY.**

Entrants may obtain one (1) entry into the Contest by using one of the following methods of entry:

##### **a) Purchase Method:**

- i) enter into a valid and complete agreement for the purchase of an RV at the RV Show prior to entry; and
- ii) complete a ballot form provided at the RV Show setting out the entrant’s name, province of residence, age, and telephone number and an indication that they have entered into an agreement to purchase an RV at the RV Show and submit it at a marked location during the Contest Period.

##### **b) No-Purchase Method:** If an entrant does not wish to purchase an RV at the RV Show, they may enter the contest by completing a ballot form provided at the RV Show with the following information and submit it at a marked location during the Contest Period:

- i) the entrant’s name, age, province of residence, and telephone number;
- ii) a 500-word essay describing what they love about the RV lifestyle; and
- iii) the name of at least one (1) dealership in attendance at the RV Show.

**Limit:** one (1) entry per person during the Contest Period, regardless of entry method used.

#### **4. Prizes**

There is one (1) prize available to be won, consisting of CAD\$5,000 to be awarded in the form of a cheque.

Prize must be accepted as awarded and may not be substituted or transferred, except at Sponsor's sole discretion. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason. Sponsor will not replace any lost or stolen prize. Any other costs or expenses associated with the prizes not specified herein will be the responsibility of selected winner. The cheque representing the prize must be deposited within the applicable required time period deemed acceptable by the winner's bank ("**Stale Date**"). Any cheque prize that is past the Stale Date will not be substituted or replaced by Sponsor. Any other costs or expenses associated with the prize not specified herein will be the responsibility of selected winner.

If the winner entered the Contest using the Purchase Method, the prize will be delivered to the verified winner at the time of delivery of their RV. If the winner entered the Contest using the No-Purchase Method, the prize will be available for pickup by the verified winner at the Fraserway RV dealership located at 30440 South Fraser Way, Abbotsford, BC until October 4, 2024. Failure to claim the prize by October 4, 2024 will result in forfeiture of the prize.

#### **5. Winner Selection**

On or about September 22, 2024 at the RV Show between 5:00 p.m. PT and 10:00 p.m. PT (the "**Draw Date**"), a random draw will be conducted from among all eligible entries received during the Contest Period for the purpose of selecting one (1) potential winner (subject to satisfying the prize claim conditions below). Odds of being selected depend on the number of eligible entries received during the Contest Period.

#### **6. Selected Entrant Verification and Prize Claim Conditions**

Selected entrants will be notified by telephone call at the telephone number provided at the time of entry before 10 p.m. PT on the Draw Date. Sponsor or Sponsor's agent will make two (2) attempts to contact the selected entrant. In order to be declared a winner, the selected entrant must first: (a) respond to notification of selection by answering the Sponsor or Sponsor's agent's telephone call; (b) sign and return to Sponsor, within two (2) business days of it being sent by Sponsor, a written declaration and release form, releasing the Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Releasees**") from any liability in connection with this Contest or the use, misuse, awarding or possession of the prize (the "**Release**"); (c) correctly answer a time-limited mathematical skill-testing question, without assistance or mechanical aid, which will be provided on the Release; (d) in the case of entry by the Purchase Method, complete the purchase of the RV (i.e. meaning that funds have been transferred to the RV vendor as required by the RV vendor to complete the sale); and (d) otherwise comply with these Contest Rules.

If the selected entrants cannot be contacted when the Sponsor calls on the Draw Date; the selected entrant fails to provide proof of eligibility, including an executed RV purchase agreement or receipt for purchase (if requested); the selected entrant fails to provide an executed Release as required or

other required documentation in a timely manner; the selected entrant fails to answer the skill-testing question correctly; or the entrant otherwise does not comply with these Contest Rules, then the selected entrant will be disqualified and the Sponsor reserves the right, in its sole discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries, who will be subject to disqualification in the same manner.

## **7. Right to Void / Terminate / Suspend / Modify**

Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation for no reason or for any reason, including if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Contest Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Contest Rules; and/or (c) award the prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any entrant who tampers or attempts to tamper with the entry process, the operation of the Contest, violates the Contest Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

## **8. Limitation of Liability and Release**

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE RELEASED, DISCHARGED AND HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ENTRANT'S PARTICIPATION IN THE CONTEST, THE OPERATION OF THIS CONTEST, OR USE/MISUSE OF ANY PRIZE. PRIZE WINNERS ASSUME ALL LIABILITY FOR ANY INJURY OR DAMAGE CAUSED, OR CLAIMED TO BE CAUSED, BY PARTICIPATION IN THIS CONTEST OR USE OR REDEMPTION OF A PRIZE. FURTHER, BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE RELEASEES HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES) TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR PRIZE DELIVERY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you.

Without limiting the foregoing, the Releasees shall not be responsible for: (a) any incomplete or inaccurate information that is caused by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft,

destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

## **9. Protection Of Personal Information and Publicity Release**

Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. You may be offered the opportunity to receive additional communications from Sponsor or its partners about its products, and upcoming contests and promotions. For further information about Sponsor's privacy practices, please see Sponsor's Privacy Policy at: <https://www.fraserway.com/about/about-privacy-policy/>.

By accepting a prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity. Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases the Releasees from any liability with respect thereto.

## **10. General Conditions**

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All entries and prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Contest Rules. Decisions of Sponsor will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. These Contest Rules will be interpreted and governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Contest Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Contest Rules is determined to be invalid or otherwise unenforceable, then the Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor their prize, or the cash value thereof. All company names, logos, product and service names, designs, images, and slogans used in connection with the promotion or administration of the Contest are trademarks of the Sponsor or its affiliates or licensors. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL**

TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.