

Contest “Best trick on Seb Toutant’s feature”

Contest rules and regulations

1. HOW TO PARTICIPATE?

1.1 METHODOLOGY OF PARTICIPATION

No purchase or payment of any kind is necessary to enter or win this contest. A purchase or payment will not increase or improve your chances of winning.

There is only one (1) way to enter the Contest, which is online. During the Entry Period, you must capture a video of yourself performing a trick of your choice on the designated park feature in the Adrenaline Park, at Tremblant. Afterwards, upload the video to your Instagram profile, your Instagram feed (not in an Instagram story), tagging @monttremblant as well as the hashtag #ToutantATremblant.

When all required steps of the entry process are complete, you will automatically be eligible to earn one (1) entry in the Contest. The Contest may only be entered by posting to Instagram, not to Contest Organizer’s Facebook, Twitter or any other website. To post to Instagram, you must be a registered member of the Instagram website located at www.instagram.com and in compliance with the posted terms and conditions for the Instagram website. Membership on Instagram is free and can be obtained by visiting the Instagram website and following the onscreen instructions to register for and open an account. An entrant must be the rightful owner (or have authorized use) of the email address identified with the participant’s Instagram account and your profile on Instagram must be public.

It is from among all the videos submitted via this platform that eligible participants for the prizes will be chosen by Sébastien Toutant as well as a panel of his peers, for each of the following categories: overall best submission, most creative trick and most stylish trick.

In the event of a dispute as to the identity of an online entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. A potential winner may be required to show proof of being the authorized account holder. The “authorized account holder” is the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address. All entries will be deemed to have been made by the authorized account holder of the submitted email address. Submitting mass entries or entries generated by a script, macro or use of automated devices is prohibited and will result in disqualification.

Specifications

- a) Video Entries must conform to the Video Entry requirements in Section (b) below. ELIGIBLE ENTRANTS MUST ENTER IN ACCORDANCE WITH THESE OFFICIAL RULES. NO OTHER METHOD OF ENTRY WILL BE ACCEPTED. Normal Internet access and usage charges imposed by entrant's online service will apply.

- b) Each Video Entry must meet the following requirements, compliance with which shall be as determined by Contest Organizer in its sole discretion:
 - I. All submitted content must be filmed on the designated park feature at Tremblant.

 - II. Submitted content must be restricted to a maximum of 15 seconds in length to be considered eligible for the contest.

 - III. All applicants must abide to the required snow park rules and the mountain code of conduct during the usage of the park feature.

 - IV. The Video Entry must: (1) have been taken on the Seb Toutant Feature in the Adrenaline Park at Tremblant Resort and (2) have been posted to Instagram tagging @monttremblant as well as using the hashtag "#ToutantATremblant";

 - V. The video may only feature the entrant (i.e., no other people may be featured in the Video Entry), and must NOT include, depict or feature third parties, unless they are not recognizable (as determined by Contest Organizer in its sole discretion). For videos where individual persons can be recognized, you must secure a model release from the subject or the approval of a parent or guardian if the individual is under 18 years of age. Releases will need to be provided to Contest Organizer upon request;

 - VI. It must be a video of a size and format as will permit uploading to the Entry Websites. See the Instagram website for additional information on upload requirements for that site. NOTE: In addition to being subject to these Official Rules, all Contest activities by an entrant are subject to the terms and conditions of the Entry Website (including, without limitation, the respective privacy policies), as posted from time to time thereon;

- VII. It must be suitable for a public forum, and in keeping with Contest Organizer's positive family-friendly image, and may not be offensive or inappropriate, as determined by Contest Organizer in its sole discretion. Without limiting the foregoing, a Video Entry must not contain any profanity, nudity or lewd gestures;
 - VIII. It must be entirely original to the entrant, and must NOT include any mention or performance of any copyrighted media production, including, without limitation, music, films, books, television programming, etc., or identifying descriptions of any media property;
 - IX. It must NOT infringe, misappropriate or violate any right of any third party, including, without limitation, copyright, trademark, trade secret, or right of privacy or publicity, and must NOT incorporate or include anything (e.g., third party names, marks or logos) that would require the consent of any third party for the use of the Video Entry by Contest Organizer; and
 - X. It must NOT have been previously published, submitted to another contest, won any other award, been broadcast on a media network, or submitted to any entertainment entity. Additionally, Video Entries are subject to Contest Organizer's and the Entry Website's terms and conditions regarding user generated content, which if not set forth on the Entry Websites is set forth in Section 15 below.
- c) Without limiting the generality of Section 15 below or any applicable terms and conditions of the Instagram website and Contest Website each entrant agrees that Contest Organizer and each of its respective successors and assigns shall each have the perpetual, royalty-free, irrevocable, world-wide and fully-transferable right (but not obligation) to use, modify, display, reproduce, make derivative works of, and otherwise exploit entrant's Video Entries and submissions (or any part thereof) for promotional purposes in any manner or media whether now or hereafter existing and/or to otherwise use or commercially exploit any Video Entry or submission (or any part thereof) or information or ideas contained within any Entry or submission, all without payment, notice, attribution, consideration or consent. Such use includes, without limitation, the right to use the Video Entries and Video Entry materials on Contest Organizer's and social media outlets (the timing of any posting shall be as determined by Contest Organizer in its sole discretion, and there is no guarantee a Video Entry will be used). Contest Organizer does not have any obligation to maintain any of the entries or submissions, or any information or ideas contained therein, as confidential or proprietary. CONTEST ORGANIZER RESERVES THE RIGHT TO EDIT,

MODIFY, OR ABRIDGE ANY SUCH ENTRY OR SUBMISSIONS FOR ANY REASON PRIOR TO USE.

- d) Each Video Entry and all Video Entry materials must be posted on the Entry Website during the Entry Period. Failure to post all required information and submissions in the manner required in these Official Rules may result in disqualification. ENTRY MATERIALS (INCLUDING VIDEO ENTRIES) WILL NOT BE ACKNOWLEDGED OR RETURNED, AND, IN FACT, MAY BE DELETED OR DESTROYED. RETAIN COPIES OF WHATEVER YOU SUBMIT. All entrants, participants and entries are subject to verification by Contest Organizer. Any submission that does not comply with any aspect of these Official Rules, as determined by Contest Organizer in its sole discretion, may be rejected by Contest Organizer and the entrant disqualified.

1.2 CONTEST DURATION

The entry period for the Contest shall begin on Saturday, March 6, 2021 at approximately 10:00:00am Eastern Time (“ET”) and shall end on Sunday, April 4, 2021 at approximately 11:59:59pm ET (the “Entry Period”). Contest Organizer’s computer is the official timekeeper for the Contest. Entries received other than during the Entry Period, and duplicate entries, will be determined ineligible and will be discarded.

1.3 FOR ALL ENTRIES. LIMIT

One (1) entry per person and per email address during the Entry Period. Contest Organizer will not be responsible for incomplete, lost, late, misdirected or illegible registration or failure to receive entry. Any entry that does not comply with any aspect of these Official Rules, as determined by Contest Organizer in its sole discretion, may be rejected by Contest Organizer and the entrant disqualified. Proof of submission will not be deemed proof of receipt of entry by Contest Organizer. All entrants and entries are subject to verification prior to the awarding of a prize, as are the eligibility, age and other claims of/information provided by a potential prize winner. Any entries attempted through the use of agencies or robotic, repetitive, automatic, programmed or similar methods will be void. Wireless carrier’s data rates may apply if an entrant enters the Contest using a mobile device. All entries become the exclusive property of Contest Organizer and none will be acknowledged or returned. Entrants will cooperate with Contest Organizer and its representatives in connection with any and all verification activities. 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 Official Rules (defined below) may be disqualified by Contest Organizer.

1.4 WINNERS DESIGNATION

Entries received will be evaluated until April 16, 2021. Eligible entries received by Contest Organizer during the Entry Period will be judged by Sébastien Toutant and a judging panel of his peers appointed by Contest Organizer (the “Judging Panel”) which will judge and score the

Video Entries in accordance with the following judging criteria (“Judging Criteria”): Best Overall (100%), with respect to the First Prize; Most Creative (100%), with respect to the Second Prize; and Most Stylish (100%), with respect to the Third Prize. Subject to these Official Rules, three (3) eligible entrants will be selected by the Judging Panel to be the potential winners of the prizes. The judging will take place on April 16, 2021. THE WINNERS WILL BE DETERMINED SOLELY AND EXCLUSIVELY BY THE JUDGING PANEL BASED ON THE JUDGING CRITERIA.

1.5 CONTEST ORGANIZER

The Tremblant/Red Bull “Best Trick on Seb Toutant’s Feature” Contest (the “Contest”) is sponsored by Mont Tremblant Resorts and Company Limited Partnership (“Contest Organizer”) and the address at which Contest Organizer may be contacted is Mont Tremblant Resorts and Company Limited Partnership, 1000 Chemin Des Voyageurs, Mont-Tremblant, Quebec J8E 1T1. None of Red Bull Canada Ltd., Sébastien Toutant, nor Instagram is a sponsor or administrator of the Contest, the Contest is in no way endorsed by any of them, and they shall have no responsibility or liability with respect to the Contest.

2. PRIZES

Subject to the terms and conditions of these Official Rules, three (3) prizes will be awarded in this Contest.

2.1 DESCRIPTION OF PRIZES

Prize #1 — Overall best submission

Seb Toots Merchandise package :

- One (1) Nitro Team snowboard
- One (1) pair of Nitro Team bindings
- One (1) pair of Oakley Line Miner snowboard goggles

Total approximate retail value: CDN\$1115

Prize #2 — Most creative trick

Tremblant Gateway - Winter season 2021/22:

- Two (2) nights in a three-star — Les Suites Tremblant hotel (parking not included)
- Four (4) full-day adult lift tickets valid for two (2) days of skiing or snowboarding at Tremblant Resort during the 2021-2022 ski season (lift tickets subject to the terms, conditions, limitations and restrictions thereof)

Total value approximate retail value: CDN\$936

Prize #3 — Most stylish trick

Red Bull cases:

- Four (4) cases of Red Bull per month for four (4) months

Total approximate retail value: CDN\$800

The above prize descriptions are subject to change without notice.

2.2 ADDITIONAL REQUIREMENTS AND RESTRICTIONS

a) The Second Prize is subject to the following additional requirements and restrictions: Actual ARV of the Second Prize depends on rates at the time of booking. If actual ARV is less than the ARV stated in these Official Rules, the difference will not be awarded in cash or consideration. Winner and winner's guest(s) must travel on the same itinerary and on dates and at times specified by Contest Organizer. Except as set forth in this section, all Second Prize activities must be taken and completed by April 17, 2022 or the end of the 2021-22 ski season, whichever occurs first. Winner's guest(s) must, as of the date of travel, be a legal resident of Canada and eighteen (18) years of age or older; provided, that a guest under eighteen (18) years old may accompany the winner, if the winner is the parent or legal guardian of such minor or separate arrangements have been made, at winner's cost, to bring a parent or legal guardian. Winner's guest(s) must execute and deliver to Contest Organizer a notarized Affidavit of Eligibility, a Liability Release and, except where prohibited by law, a Publicity Release in the form(s) provided by Contest Organizer by the date indicated for return on the document(s) as a condition to booking or use of any component of the Second Prize; which documents must also be executed by the accompanying parent or legal guardian for any minor guest on behalf of such parent or legal guardian and on behalf of the minor guest. Winner will be responsible for all costs, expenses and incidentals that are not specifically stated as being included in the Second Prize, including but not limited to, airfare, accommodations before and following the trip, personal items, food, alcohol purchases, massages, resort shop purchases, parking, gratuities, taxes, royalties, and insurance. Winner is responsible for ensuring that he/she has any and all required travel documentation and identification, including passports and visas as applicable, and to ensure that such travel documentation or identification is valid prior to and for the entire duration of travel, and to comply with any customs and immigration requirements. The Second Prize activities, including, without limitation, skiing and snowboarding, are subject to weather, safety and other similar limitations and restrictions, as well as the duration of the 2021-22 ski season which may be affected by many factors, including but not limited to, snow conditions, runs open, unusually harsh weather, the COVID-19 pandemic or other epidemic or pandemic, travel advisories, public health or government order, or any other event or occurrence, as determined by Contest Organizer in its sole discretion, which may result in limitation of the Second Prize and/or which may limit or prohibit Tremblant Resort from conducting its operations. In the event of any such impacts on the use of the Second Prize, no cash or other consideration will be provided to the winner, but winner may reschedule his/her use of the Second Prize to another time in the 2021-22 ski season, the 2022 summer season (with the winter activity component of the Second Prize being replaced by a summer activity as determined by Contest Organizer in its sole discretion), or the 2022-23 ski season. No compensation of any kind other than this optional rescheduling will be provided under any circumstances whatsoever and the Second Prize will expire and be forfeited if no such rescheduling is booked prior to April 17, 2022 or the end of the 2021-22 ski season, whichever occurs first, and only one (1) such rebooking will be permitted. It is recommended that the winner obtain sufficient personal travel insurance prior to departure. If the winner decides not to travel due to reasons other

than the foregoing, the Second Prize will be forfeited, no alternative prize will be awarded, and no credit or reimbursement will be awarded. Contest Organizer will not replace lost or stolen travel documents.

b) Each Prize is non-transferable, non-assignable, nonnegotiable, and not redeemable for cash or credit, except as otherwise provided in these Official Rules. Prize must be accepted as awarded. To the fullest extent permitted by applicable law, each Prize is awarded “AS IS” with no warranty, condition, representation, or guarantee, express or implied, in fact or in law, made by Contest Organizer or for which Contest Organizer shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE AND WINNER ASSUMES ANY AND ALL RISKS OF USING THE PRIZE, INCLUDING PERSONAL INJURY OR DEATH. No Prize substitutions, except by Contest Organizer, who reserves the right (but has no obligation) to substitute a prize (or a component thereof) with another prize of comparable or greater value (including cash) if the Prize (or a component thereof) is not available for any reason as determined by Contest Organizer in its sole discretion. Unused components of the Prize shall be forfeited and have no redeemable cash value. Winner is solely and fully responsible for any and all costs, fees, taxes, assessments and expenses associated with Prize award, redemption, receipt and use not specified in the Prize description above, including, without limitation, all international, federal, provincial, and local taxes on the Prize. Winner waives the right to assert as a cost of winning a prize any and all costs of verification and redemption. Non-compliance with any of the foregoing and any other condition of this Contest may result in disqualification and forfeiture of Prize, in which case, no consideration will be awarded.

3. ELIGIBILITY

The Contest is only open to entrants who, as of the date of entry, are: legal residents of Canada who have reached the age of majority in the province in which they reside. Entrants must also have internet access in order to enter. This Contest is void outside of eligible territories and where prohibited by law. Employees of Contest Organizer, Alterra Mountain Company Canada, Red Bull Canada Ltd., Sébastien Toutant, and each of their respective affiliates, sponsors, advertising and promotion agencies and members of the immediate family (parent, child, sibling and spouses) and of the household in which all such persons are domiciled are not eligible to enter. The Contest is subject to all applicable federal, provincial and local laws and regulations.

4. CLAIMING PRIZES

The winner will be notified by direct message, via the Instagram platform by a contest organizer representative, while being publicly announced through Contest Organizer’s social media and communications channels, upon release form signature. The details regarding retrieving the prize will then be discussed with the winner. The potential winners will be required to execute and return to Contest Organizer a Declaration of Eligibility, a Release of Liability, and, except where prohibited by law, a Publicity Release (a “Declaration and Release”) in the form(s) provided by Contest Organizer in order to claim his/her prize. The Declaration and Release must be returned to Contest Organizer by the date and/or time indicated within the Declaration and Release. If a potential winner cannot be contacted

within seventy-two (72) hours of the first attempt to contact him/her, or if a potential winner fails to return the Declaration and Release within the specified time, or if any prize or prize notification is returned as undeliverable, or if a potential winner is found to be ineligible by Contest Organizer in its sole discretion, or if a potential winner does not comply with the Official Rules, then the potential winner may be disqualified and an alternate potential winner selected by Contest Organizer in his/her place, based on the Judging Criteria. In such event, an alternate potential prize winner will be notified as described above and will be required to return the required documents to Contest Organizer as described above; provided, however, Contest Organizer, in its sole discretion, may alter the above process, timing, and delivery requirements to meet its Contest schedule, and due to such process, schedule and timing, Contest Organizer may be unable to award the applicable prize and a potential alternate winner may not be named. Contest Organizer is not responsible for the failure of a potential winner to receive Contest Organizer' notification or the required documents for any reason, or for the inability of such potential winner to return the required documents for any reason. Each winner agrees that he/she will not conduct or participate in any media interview regarding this Contest or any prize without the express prior written permission of Contest Organizer.

5. PUBLICITY

Except where prohibited by law, acceptance of a Prize constitutes a winner's consent to Contest Organizer's (and its successors' and assigns') use of a winner's name, biography, likeness, voice, photographs, video, opinions, statements, hometown and province for promotional purposes in any manner or media (including, without limitation, online), worldwide, in perpetuity, and without further payment, consideration, notice, review or consent.

6. GENERAL RULES

6.1 Contest Organizer reserves the right to require entrants to complete, execute and deliver to Contest Organizer additional documents at any time as required, in the forms provided, and within the timeframe required by Contest Organizer, or the entrant and participants may be disqualified. Contest Organizer reserves the right, in its sole discretion, to terminate, modify or suspend the Contest if, in Contest Organizer's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Contest Organizer's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest. In such event, Contest Organizer reserves the right (but does not have the obligation) in its sole discretion to award Prize at random. Contest Organizer reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person

to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and, should such an attempt be made, Contest Organizer reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Contest Organizer's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision or any other provision of these Official Rules.

6.2 All prizes claimed are subject to verification by the contest organizer. Incomplete or late entries will automatically be rejected. The decision of the contest organizer is final and cannot be appealed.

6.3 The prize must be accepted as is and may not be transferred to another person, substituted for another prize or exchanged in whole or in part for money.

6.4 The prize winner releases the contest organizer and their representatives of all responsibility for any damage they might incur in accepting and using their prize.

6.5 By participating in this contest, the winner authorizes the contest organizer and their representatives to use, if required, the winner's name, photograph, image, voice and/or declaration of their prize for publicity purposes, without financial compensation.

6.6 All contest entries become the property of the contest organizer and shall not be returned.

6.7 In the event that for any legally justifiable reason, including bankruptcy of one or more sponsor, or any other reason beyond the contest organizer's control, and not related to the winner, a prize may not be awarded as described by the present rule, the contest organizer may award a similar prize of equal or greater value, or, at their discretion, the cash value of the prize. In such a case, anyone who wins the prize renounces any legal actions or appeals against the contest organizer.

6.8 The refusal to accept a prize releases the contest organizer from all obligations related to the said prize, including delivery of the prize.

6.9 The contest organizer will not be held responsible for a late, lost, misdirected, illegible or incomplete entry, which would be cancelled. All entries must be original and must be submitted by the participant. Multiple entries, reproductions and faxed registrations are prohibited. The participant may eventually have to demonstrate ownership of the email address used for sending the entry to the contest organizer.

6.10 If the Internet portion of the contest cannot operate as specified in these rules for any reason, including a virus or "bug", computer tampering, unauthorized intervention, fraud, technical failures or any other cause beyond the reasonable control of the contest organizer and which affects, alters or corrupts the administration, security, fairness, integrity or proper conduct of this contest, the organizer has the right, in its sole discretion, to cancel the contest, terminate,

modify or suspend it, in whole or in part.

6.11 Quebec residents only. Any litigation respecting the conduct or organization of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux du Québec* (the "Régie") for a ruling. Any litigation respecting the awarding of the prize may be submitted to the *Régie* only for the purpose of helping the parties reach a settlement.

6.12 Entrants provide personal information to Sponsor and its designees when they enter the Contest. Sponsor and its designees collect this information and use it to administer this Contest. For more information about the ways Sponsor uses personal information collected online through its website, please see the Privacy Policy of Sponsor located at tremblant.ca. In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.

7. RELEASE

By entering this Contest, each entrant forever and irrevocably releases and holds harmless Contest Organizer, Mont Tremblant Resorts and Company Limited Partnership, Intrawest ULC dba Alterra Mountain Company Canada, Sébastien Toutant, Red Bull Canada Ltd., Instagram and their respective subsidiaries and affiliates, and each of their respective directors, officers, employees, representatives, shareholders, successors-in-interest, and agents (collectively, the "Released Parties") from any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest (including, without limitation, by participating in any activities at Tremblant Resort) or with the acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light). Entrant also agrees to fully indemnify Contest Organizer, Mont Tremblant Resorts and Company Limited Partnership, Intrawest ULC dba Alterra Mountain Company Canada, Sébastien Toutant, Red Bull Canada Ltd., Instagram and their respective directors, officers, employees, parent companies, subsidiaries, affiliates, successors-in-interest, related companies, suppliers, sponsor and agents from any and all claims by third parties relating to the Contest.

8. LIMITATIONS OF LIABILITY

Contest Organizer, Alterra Mountain Company Canada and their agents are not responsible for: (a) technical failures of any kind, including but not limited to the malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment, software, failure of any e-mail entry to be received by Contest Organizer or Alterra Mountain Company Canada on account of technical problems or traffic congestion on the Internet or any website, 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 materials in this promotion; (b) any incomplete or inaccurate information, whether caused by the website users or by any equipment of programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of entries; (c) the theft, destruction or unauthorized access to, or alteration of, entries or the website; or (d) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused,

directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use of any prize, or from viewing, playing or downloading any material from Contest Organizer's website(s), regardless of whether the material was prepared by Contest Organizer or a third party, and regardless of whether the material is connected to Contest Organizer's websites by a hypertext link. Contest Organizer and Alterra Mountain Company Canada reserve the right, in their sole discretion, to cancel, modify or suspend the Contest should a virus or bug or other cause beyond the reasonable control of Contest Organizer and Alterra Mountain Company Canada or their agents corrupt the security or proper administration of the Contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this promotion is a violation of criminal and civil laws, and should such an attempt be made, Contest Organizer and Alterra Mountain Company Canada reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution. Alterra Mountain Company Canada and Contest Organizer reserve the right to forbid the framing of any of the contents of this site and, in their sole discretion, to disqualify any individual who tampers with the entry process.

9. DISPUTES

Entrant agrees that, except to the extent prohibited by law: (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prizes awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in the Province of Quebec; entrant submits to sole and exclusive personal jurisdiction to said courts in the Province of Quebec for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred in connection with entering this Contest but in no event legal or attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket costs, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant or Contest Organizer 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 of Canada, without giving effect to any choice of law or conflict of law rules or provisions, which would cause the application of the laws of any jurisdiction other than the Province of Quebec.

10. USER GENERATED CONTENT

In the event that any of the websites to be used in the Contest do not contain "**Terms and Conditions**" (or similar terms) addressing User Generated Content (as defined below), the following terms and conditions shall apply to all entries and use of such websites. In all cases where such websites do contain terms of use and other terms and conditions addressing User Generated Content, such terms and conditions shall supersede the following to the extent addressed by the terms and conditions on the particular website, and all entrants and entries must comply with all such websites' terms of use and terms and conditions without exception or the entry will be disqualified and the violating entrant may be subject

to liability on account of such violation(s).

Certain sections of the websites to be used in this Contest (each a “**Site**” and together, the “**Sites**”) allow you to submit or upload reviews, videos, photographs, or other content for viewing by the general public (collectively “**User Generated Content**”).

You are responsible for User Generated Content. Any User Generated Content is the sole responsibility of the person who made such User Generated Content available on the Sites. Under no circumstances will Contest Organizer or the operator of any other Site be liable in any way for any User Generated Content posted to such Sites. Such User Generated Content may be posted on or accessed through such Sites in their respective sole discretion.

Because the Sites do not control the User Generated Content posted on such Sites, they cannot and do not warrant or guarantee the truthfulness, integrity, suitability, or quality of that User Generated Content. You also agree and understand that by accessing such Sites, you may encounter User Generated Content that you may consider to be objectionable. No Site shall have any responsibility for any User Generated Content, including without limitation any errors or omissions therein. Such Sites are not liable for any loss or damage of any kind you claim was incurred as a result of the use of any User Generated Content posted, e-mailed, transmitted or otherwise made available on such Sites, whether by Contest Organizer, Site operators, individual users of the Sites, or third party contractors or licensors.

You own User Generated Content you submit, but we may use it. If any User Generated Content is your original work, then you own the copyright in that work. We do not claim any copyrights in original works created and posted by individual visitors to our Sites. However, by uploading, posting, transmitting or otherwise making any User Generated Content available on or through the Sites, you are granting the applicable Site owners and their subsidiaries, affiliates, successors, assigns and designees, a nonexclusive, fully-paid, perpetual, irrevocable, worldwide, and royalty-free license (with the right to sublicense through unlimited levels of sublicensees) to use, copy, modify, distribute, publicly display and perform, publish, transmit, remove, retain, repurpose and commercialize that User Generated Content in any and all media or form of communication whether now existing or hereafter developed, without notification, compensation, or attribution to you, and without your consent, and the right to use the name that you submit in connection with such content, if we choose to do so.

Without limiting the generality of the foregoing grant of license, by posting User Generated Content on or through the Sites, you are granting us (and downstream users) permission to (i) display advertisements in connection with User Generated Content and to use User Generated Content for advertising and promotional purposes without compensating you in any way and (ii) to make User Generated Content available to the general public through the Sites and in any other manner, in or using any format or media or technology, now known or hereafter developed, without compensating you in any way.

Each Site may disclose and/or remove User Generated Content. Each Site reserves the right at all times to disclose any User Generated Content or information as is necessary to satisfy

any law, regulation or governmental request. Each Site also reserves the right, but does not assume the obligation, to remove any User Generated Content, in whole or in part, without notice and for any reason, including, without limitation, User Generated Content that is objectionable or in breach of these Terms and Conditions, in its sole discretion. In addition, each Site reserves the right, but does not assume the obligation, to terminate your access to and use of such Site, or to censor, edit or block your transmissions thereto, in its sole discretion. You agree that the exercise by a Site of such discretion shall not convert or transform User Generated Content to Content owned or provided by such Site, and the user who made such User Generated Content available on the Site will retain ownership thereof as described above.

It is a condition of these Terms and Conditions that you do not:

- post or transmit any unlawful, threatening, abusive, harassing, libelous, defamatory, obscene, vulgar, pornographic, profane, misleading, racially disparaging, or indecent User Generated Content of any kind, including, without limitation, any transmission constituting or encouraging conduct that would constitute a criminal offense, give rise to civil liability or otherwise violate any local, national or foreign law;
- post or transmit any User Generated Content which violates or infringes upon the rights of others, including User Generated Content which violates the copyrights, trademark rights, privacy rights, publicity rights, trade secret rights, confidentiality rights, contract rights, or any other rights of any individual, living or deceased, or any legal entity;
- post or transmit any User Generated Content that contains the image, name or likeness of anyone other than yourself, unless (i) that person is at least eighteen (18) years old and you have first obtained his/her express permission in writing or (ii) that person is fewer than eighteen (18) years old but you are his/her parent or legal guardian;
- post or transmit any User Generated Content soliciting any personal or private information from any individual;
- post or transmit any User Generated Content which contains a virus or other harmful component; or
- post or transmit any User Generated Content which contains advertising, promotions or marketing, or which otherwise has a commercial purpose.
- By posting User Generated Content, you represent and warrant that (i) you own or otherwise control all of the rights to the User Generated Content you post and have the right to grant the license set forth in these Terms and Conditions; (ii) the User Generated Content you post is accurate, and (iii) you are at least eighteen (18) years old and you have read and understood—and your User Generated Content fully complies with—these Terms and Conditions and applicable laws and will not cause

injury to any person or entity.

The following is a link to Instagram's Terms of Use: <http://instagram.com/about/legal/terms/#>
All entries posted to Instagram must be in compliance with their Terms of Use. For all entries posted to Instagram, in the event of any conflict between these Official Rules and the Instagram Terms of Use, the Instagram Terms of Use will control.

