

Contest Rules: Win an ewool® PRO+ Heated Vest Worth \$900 and Motorcycle Products and Accessories, for a Total Value of \$1,500

DEFINITION

The contest entitled **Win an ewool® PRO+ Heated Vest Worth \$900 and Motorcycle Products and Accessories, for a Total Value of \$1,500** (hereinafter, the “Contest”) is organized by the **Fondation québécoise d’éducation en sécurité routière (FQESR)** (hereinafter, the “Organizer”). The Contest will take place through a survey designed by the Organizer on the subject of its motorcycle road safety campaign funded by Transport Canada. The survey will be conducted by Leger from August 1, 2022, to December 31, 2022, at 11:59 p.m.

ELIGIBILITY CRITERIA

The contest is open to Canadian residents over 16 years old. Participants under the age of 18 at the time of their participation in the Contest must obtain consent from a parent or guardian to claim their prize.

Participants must have a valid Canadian motorcycle licence or be taking classes to receive a learner’s licence. If the winner does not have a motorcycle licence, they will be considered to have refused the prize and another draw will take place.

Using an entry exchange group or an automatic form-filler to enter the Contest will result in the automatic elimination of the participant without notice.

Participation in the Contest implies that all participants fully and unconditionally accept these Rules.

Non-compliance with these Rules will lead to the automatic cancellation of the participant’s entry and of the attribution of potential rewards.

The following are excluded from participating in the Contest: the employees, agents, and representatives of the Organizer and its affiliated companies and agencies, its marketing and promotion agencies, its suppliers of goods and services for this Contest, and any other entity directly related to this Contest, as well as any member of their immediate family. For the purposes herein, “immediate family” means the person’s father, mother, siblings, children, legal or common-law spouse, and any person with whom these employees, agents, or representatives are domiciled.

The winner (or their parent/guardian in the case of a minor) must sign a letter of declaration when claiming the prize.

TERMS AND CONDITIONS OF PARTICIPATION

- **To participate in the Contest, participants must take part in the Motorcyclist Program, meaning they must:**

Answer all the survey questions and watch all the videos. The estimated time to complete these tasks is five (5) minutes.

Provide their first and last name, phone number, and email address, without which they may be disqualified.

- **Limitations**

One entry equals one chance of winning the grand prize.

A draw of all the participants who comply with these Rules will be done to select the winner.

No purchase is required.

PRIZE

- The winner will receive one (1) ewool® PRO+ heated vest worth \$900 and other motorcycle products and accessories, for a total value of \$1,500.
- To be eligible to win the **Win an ewool® PRO+ Heated Vest Worth \$900 and Motorcycle Products and Accessories, for a Total Value of \$1,500** Contest, the winner must have a class 6 (at minimum) driver's licence or a learner's permit at the time of the draw.
- The total approximate value of the prize is \$1,500.

PRIZE ATTRIBUTION

- **Draw.** A draw will be done on January 16, 2023, among all the participants who comply with these Rules.
- The winner will be selected by random draw, done using a computer program, of all the eligible entries. The draw will take place on January 16, 2023, at 9:00 a.m., at the Laval office of the FQESR (1555 Boulevard des Laurentides, Suite 300, Laval, Quebec H7M 5Y6).
- The randomly drawn participant will be declared the grand prize winner provided that the person meets all the terms and conditions of these Rules.
- The chances of winning depend on the number of active participants during the Contest.

- The winner will be contacted by email or telephone within five (5) days of the draw. The winner will be required to accept their prize, by email or by phone, within seven (7) days of the email/phone notice. If the winner cannot be reached within seven (7) days of the date they were first contacted, another draw will take place among the remaining participants.
- The winner must sign a letter of declaration to receive the prize. The Organizer will then mail the prize to the winner.
- A piece of identification will be required to receive the prize.
- The winner must comply with the Contest Rules and obligations. If the winner does not meet the criteria presented in the Rules, the prize will not be given to that person. Participants authorize the Organizer to verify their identity, age, mailing address, and the sincerity and honesty of their participation. As such, the Organizer reserves the right to require a copy of the winner's identification document before granting them the prize. In the event of a misrepresentation of identity or a false address, the participant will be immediately eliminated from the Contest and, if applicable, will be required to immediately reimburse the prize if already received.

CLAIMING THE PRIZE

- Once the winner has been selected and notified, they must provide the information needed to send the prize by mail.
- The Organizer is not responsible for any potential mail delays.

GENERAL RULES

Promotion. By the very act of accepting the prize, the winner authorizes the Organizer to use their name and city of residence in any promotional material, on the Organizer's website, social media pages, and any affiliated site or material, without this use bestowing the winner any rights or remuneration other than the prize won.

Prize acceptance. The prize must be accepted as offered. It may not be substituted or exchanged for another prize or equal payment, in whole or in part, on the condition of that which is provided in the following paragraph.

Substitution of prize. In the event that the exact prize as described in these Rules cannot be provided, the Organizer reserves the right to substitute a prize or element of an approximate equivalent value, at its full discretion.

Refusal. The refusal of the prize releases the Organizer from all responsibility and of any obligation toward the winner.

False declaration. Any false declaration from a participant will result in their automatic disqualification from the Contest.

Limit of liability: functioning of the Contest. The Organizer waives all responsibility regarding losses; delays; mail or email address errors; printing errors; technological, computer, or telephone problems; software or other IT equipment breakage; fraudulent calls; or any other error.

The Organizer does not assume any responsibility whatsoever in the event that its failure to act results from an unforeseen act or situation beyond its control, including a strike, lockout, pandemic, or any other labour dispute at the companies whose services are being used to conduct this Contest.

Communication with participants. The Contest Organizer may communicate with or send correspondence to participants in conjunction with this Contest. Participants who consented to being contacted by partners may withdraw this consent at any time.

Personal information. Personal information, such as name, province of residence, phone number, email address, and age, is collected solely to conduct the Contest and will not be used for any other purpose without consent. By providing such information, participants consent to it being used for the stated purposes.

Limit of liability: Rules. Participation in the Contest includes the acceptance of these Rules. The Organizer applies the Rules and its decisions are final and irrevocable.

Limit of liability: use of the prize. The selected prize winner releases the Contest Organizer and any other legal entity of the FQESR, its marketing and promotion agencies, its administrators, executive leaders, employees, agents, and representatives (hereinafter the “Beneficiaries”) of all responsibility for any damage incurred in accepting or using the prize. In order to be declared the winner and before receiving the prize, the selected individual agrees to sign a letter of declaration to this effect and a contract of commitment.

Limit of liability: participation. By participating or attempting to participate in this Contest, all individuals release the Contest Organizer and the Beneficiaries of any liability for any damage incurred as a result of participating or attempting to participate in the Contest.

Unenforceable section. If any section of these Rules is declared or deemed illegal, unenforceable, or null by a competent court, that section will be considered invalid. However, all unaffected sections will be applied within the limits of the law.

Disputes. Any dispute regarding the organization or conduct of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for resolution. Any dispute regarding the attribution of a prize may be submitted to the Régie solely for the purpose of helping the parties settle it.

LIMIT OF LIABILITY

Taking part in the Contest implies the knowledge and acceptance of the characteristics and limits of the Internet, notably regarding technical performance; the response time to consult, examine, or transfer information; the risk of service outage; and, more generally, the inherent risk of any connection to or transmission via the Internet, the lack of protection of certain data against potential hijacking, and the risk of contamination by viruses located on the network. Consequently, the Organizer will in no circumstances be held responsible for, but not limited to, the following:

- Any malfunction of the Internet that prevents the Contest from running properly;
- A defect in any receiving equipment or communication lines; a loss of any print or electronic mail; and, more generally, a loss of any data;
- Transmission problems;
- The functioning of any software;
- The consequences of any computer virus, bug, anomaly, or technical defect;
- Any damage caused to the computer of a participant;
- Any technical failure of hardware or software of any type that prevented or limited the ability to participate in the Contest or that has damaged a participant's computer system;
- Any dysfunction of the prize awarded through the Contest and any potential direct and/or indirect damage it may cause;
- The sending and/or receiving of any data and/or information on the Internet.

It is specified that the Organizer may not be held responsible for any direct or indirect damage caused by an outage or malfunction of any kind for any reason whatsoever, as well as any direct damage resulting in any way whatsoever from a connection to the site created for the Contest. It is the participant's responsibility to take the appropriate measures to protect their data and/or software stored on their computer equipment from any attack.

Fraud. Any person who connects to the Contest web pages and participates in the Contest does so at their own responsibility. The Organizer may cancel all or part of the Contest if it appears any type of fraud has been committed in any form whatsoever, particularly via computer hacking or determining the winner. In this situation, it reserves the right not to accord the prize to parties who have committed such fraud and/or to bring proceedings before the competent courts against the authors of said fraud. The Organizer will be in no way responsible to participants in cases of fraud.

A participant will notably be considered to have committed fraud if they use one or more fake names or the name(s) of one or more other persons. Every participant must enter the Contest using their own name. Any and all fraud will lead to the elimination of the participant.

Platform. This Contest is not associated with, managed by, or sponsored by Facebook, Instagram, TikTok or YouTube. Questions, comments, or complaints about the Contest must be addressed to the Contest Organizer. All content is moderated. At its discretion,

the Organizer has the authority to accept, refuse, or delete, without justification, any content including that which has already been downloaded.

Changes to the Contest. The Organizer reserves the right, for any reason whatsoever, to cancel, postpone, interrupt, or extend the Contest or to modify all or some of the terms of these Rules, in keeping with the Rules. If, following an event beyond the Organizer's control, it is forced to apply this right, it will not be held liable.

Disqualification. The Organizer reserves the right to definitively exclude any individual who, through a fraudulent act, would harm the functioning of the Contest. Further, sponsoring fictitious individuals will lead to the immediate elimination of the participant. Any attempt to use the Contest apart from its unmodified interface on the website will be seen as an attempt at fraud. In addition, decompiling the Contest, using a personal script, or any other method used to subvert the use of the Contest as stated in these Rules will also be considered fraud.