

TERMS AND CONDITIONS FOR THE SEA-DOO BUCKET LIST 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 media content.

Admissible persons submitting Content between November 11, 2024 at 2:30 pm ET and December 6, 2024, 11:59 pm ET will be eligible to enter the Sea-Doo Bucket List Contest. See details and admissibility of Sea-Doo Bucket List Contest below.

- 1. Definition of “Content”.** The Content is defined as all the photos, images, videos, text, illustrations, drawings, testimonials, music, and all other intellectual property submitted or uploaded through The Sea-Doo Bucket List Contest.
- 2. How to Share Content.** You can share Content by uploading it via this link: <https://sea-doobucketlist.limelightplatformevents.com>. Uploading Content on this Platform constitutes Your acceptance of these T&C.
- 3. Eligibility.** Participation is open only to residents of Canada and the United States (excluding its territories and possessions). Participant must have reached majority in province/state of residence.ity
- 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 derivative works or otherwise use the Content on any known or to-be-know media such as, but not limited to, websites, social media, 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 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 is identifiable in 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 appears or performs in your Content, and in case a minor appears in the Content, from 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, libelous, 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. Data Privacy. Any information that identifies you, directly or indirectly, ("**Personal Information**") shared by You under these T&C will be treated in accordance with [BRP's Privacy Policy](#) and by the applicable authorized third-party's privacy policy. The types of uses of your Personal Information will be presented to you when You enter the contest. You have privacy rights, such as the right to correct or access your data and refuse to give or withdraw your consent where applicable. Contact privacyofficer@brp.com to exercise these rights.

14. Financial Incentive Notice. 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.

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 UGC 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 Sea-Doo Bucket List 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 Initiative, including without limitation the eligibility of entries, are final and binding on all Entrants in all matters as they relate to this Initiative.
- 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 November 11, 2024 at 2:30 pm ET until December 6, 2024, 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) **SPONSOR.** The Contest is sponsored by Bombardier Recreational Product Inc. (“BRP” or the “Sponsor”), 726, rue St-Joseph, Valcourt, Quebec, J0E 2L0.
 - 5) **THIRD PARTY PLATFORM(S).** This Contest is run using one or more third party platform(s). 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.
 - 6) **NO PURCHASE NECESSARY TO ENTER.** A PURCHASE WILL NOT INCREASE YOUR CHANCES OF BEING SELECTED.
 - 7) **ELIGIBILITY.** This Contest is open to legal residents of Canada, and the United States of America (excluding its territories and possessions) 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.

8) HOW TO ENTER. During the Contest Period, an eligible individual (“**Entrant**”) may enter the Contest by submitting Content to BRP via the Sea-Doo Bucket List Contest platform accessible at <https://sea-doobucketlist.limelightplatformevents.com>. The submitted Content must comply with the T&C in order to be eligible.

Entrants must provide their first and last name, a valid email address, their city, province/state and country of residence, their Instagram handle, two pictures and a video meeting the eligibility criteria (answering the questions asked).

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 WILL BE AUTOMATICALLY DISQUALIFIED.

9) ONE ENTRY PER PERSON. Participants may only submit one entry using the same information.

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

11) SELECTION. BRP will, in its sole discretion, select, among the valid entries received, up to ten (10) Entrants to be contacted for in-depth interviews to collect further information and to determine eligibility to the Contest (each, a “**Selected Entrant**”). BRP may contact Selected Entrants on December 7, 2024 to plan an in-depth meeting that will occur between December 8 and December 13, 2024. BRP will attempt to contact a Selected Entrant by email between 9:00 AM ET and 5:00 PM ET. If BRP is not able to make contact directly with the Selected Entrant within 48 hours, using the email address the Selected Entrant 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 any Selected Entrant. Note that our team will only contact selected entities.

One (1) of the Selected Entrants will be selected as the winner of the Contest (the “Winner”). The selection of the Winner will be made at BRP office located at 1292 Rene-Levesque West, Suite 200, Montreal, Quebec, H3G 0C4.

Selection of the Selected Entrants and Winner will be based, without limitation, upon BRP's evaluation of criteria such as responses to the questions asked, image quality, entrant's performance and interests, as well as, in the case of the Winner, BRP's evaluation of the answers received from the the Selected Entrants during the call with BRP if contacted.

Chances of being selected as the Winner depend on the number of valid entries and BRP's judging criteria.

Decisions of BRP in selecting 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 Entrant or proceed without involving another Entrant. BRP shall be fully and completely released and discharged from any liability or responsibility in this regard.

SELECTION DATE OF SELECTED ENTRANTS: December 7, 2024.

SELECTION DATE OF WINNER: December 16, 2024.

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 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 Winner to make the Prize arrangements.

14) Prizes: One (1) Entrant will be selected to participate in an excursion of up to three days to experience and produce a version of their Bucket List submission, as determined in BRP sole discretion. The excursion is for one (1) person only and must be the Winner. The value of the Prize is up to \$4,999 USD. Prize in local currency and value may vary depending on Winner's point of departure and destination chosen by BRP. Any difference between the maximum value and the actual value of the Prize will not be awarded.

Prize includes lodging and reasonable meals (as provided and determined by BRP, in its sole discretion) for up to three (3) days, and transportation to and from the experience, rental of the vehicle for up to three (3) days and the appropriate safety equipment.

Experience must take place before between February 1 and 16, 2025, or any other dates as determined by BRP in its sole and absolute discretion (including, depending on production schedules and availability of personnel, equipment and destination). Dates of the experience are subject confirmation by BRP, which reserves the right to change the trip dates in its sole discretion. The Prize (trip) must be completed before the date specified and will otherwise be forfeited. Sponsor reserves the right to modify the trip, dates, location selected and activities to take place during the trip. Prize is not transferable. Sponsor reserves the right to change the trip for a trip of equal value.

Participants acknowledge that the Contest depends on the availability and on public health measures in effect at the time of the trip. As a result of this and any health regulations now or in the future, some Prizes may be temporarily unavailable. In which case, the Sponsor reserves the right to modify, cancel or suspend any of the Prize. In all cases, the Winner will need to respect all public health guidelines in force.

Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air or ground carriers, hotels, venue operators, transportation companies, Prize providers or any other persons providing any Prize-related services or accommodations. The Sponsor is not liable if travel is impeded by reason of decisions of government authorities, or other airline or airport authorities.

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;
- travel to and from the international airport nearest the Winner's home from an eligible country;
- all ground transfers;
- airport fees;
- luggage;
- travel insurance;
- personal charges at lodging or during the trip;
- gratuities;
- all meals not specifically indicated in the prize description;
- costs associated with and compliance with any public health measures required for border crossing, if applicable;
- proof of adequate vaccination required for air or ground travel and/or for border crossing, if applicable;
- medical fees, accidents;
- other insurance;
- passport and/or visa, if required;
- any items of a personal nature; and
- licenses and permits required to ride the vehicles.

Winner is responsible for identifying and obtaining all necessary travel documentation. Depending on place of residence, Winner may need a valid passport and visa to be able to claim the Prize because of cross-border travel related requirements.

16) NO CASH ALTERNATIVE. By accepting the Prize, Winner consents to the use of their name, photograph, image, voice, and statements related to the Sea-Doo Bucket List Contest, for advertising purposes, without further compensation. Winner 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 the advertised Prize becomes unavailable or if the Contest Initiative 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 activation.

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.

19) RELEASE AND LIABILITY. By entering this Sea-Doo Bucket List Contest Initiative, 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.

20) WAIVER. By entering this Sea-Doo Bucket List Contest Initiative, 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 Initiative. 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 Winner, or the distribution of the Prize.

21) 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 Sea-Doo Bucket List 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.

22) 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.

23) FACEBOOK/ INSTAGRAM/ YOUTUBE. This Contest is in no way sponsored, endorsed, associated or administered by Facebook /Instagram/ Youtube. Entrants are providing their information to BRP and not to Facebook/ Instagram/ Youtube/Facebook/ Instagram/ Youtube is completely released of any and all liability by each Entrant in this Contest Initiative. Any questions, comments or concerns about the

Sea-Doo Bucket List Contest Initiative must be directed to BRP and not Facebook/Instagram/Youtube.

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

25) TERMINATION. BRP reserves the right to terminate this Contest Initiative 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 Initiative 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://sea-doobucketlist.limelightplatformevents.com>.

26) PUBLICATION OF THE RULES. These rules are published on the following <https://sea-doobucketlist.limelightplatformevents.com>. For the name of the Winner; send a self-addressed stamped envelope to be postmarked by December 6, 2025 to: Bombardier Recreational Products Inc., Sea-Doo Bucket List Contest, c/o Sea-Doo Marketing & Social Media, 1292 Rene-Levesque West, Suite 200, Montreal, Quebec, H3G 0C4.

27) VOID IF REPRODUCED. Contest registration 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.