

## THE ALL-SEASON ADVENTURES SWEEPSTAKES OFFICIAL RULES

**NO PURCHASE OR CONSIDERATION NECESSARY TO PARTICIPATE, ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

**SPONSOR:** Camso, Inc., 2633 rue MacPherson, Magog (Quebec) J1X 0E6 Canada

**SWEEPSTAKES ADMINISTRATOR:** Votigo, Inc., 1630 30<sup>th</sup> St. STE A593, Boulder, CO 80301.

**SWEEPSTAKES ENTRY PERIOD:** The All-Season Adventures Sweepstakes (the "Sweepstakes") begins at 12:00:01 AM Eastern Time ("ET") on April 26<sup>th</sup>, 2022 and ends at 11:59:59 PM ET on May 26<sup>th</sup>, 2022 (the "Sweepstakes Period").

**ELIGIBILITY:** The Sweepstakes is open to legal residents of the United States and Canada who are age 18 or older and the age of majority in their state, province or territory of residence at the time of entry. Void outside the U.S. or Canada, and wherever else prohibited by law. Employees of Camso, Inc. (the "Sponsor"), Votigo, Inc. (the "Sweepstakes Administrator") and their respective subsidiaries, affiliates, advertising and promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses) of, and/or those living in the same household of each, are not eligible to enter. Sweepstakes is subject to all applicable federal, state, provincial and local laws, and regulations.

**HOW TO ENTER:** During the Sweepstakes Entry Period, visit <https://binkd.co/allseason> and follow all entry instructions to complete the entry form including uploading a photo or video of your Camso track systems adventures outside of winter to receive one (1) entry ("Entry, Photo or Video") into the Sweepstakes.

**Entries must be received between April 26<sup>th</sup>, 2022 at 12:00:01 AM ET and May 26<sup>th</sup>, 2022 at 11:59:59 PM ET.** Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at <https://camso.co/en/about/legal>

You may enter more than once, but each entry must be unique. All entries become the property of the Sponsor and will not be acknowledged or returned.

**ENTRY REQUIREMENTS & CONDITIONS:** All Entries must comply with the following minimum guidelines to be eligible:

- Photos must be submitted in .jpg, .jpeg or .png format under 20MB
- Videos must be submitted in AVI, MOV, WMV, MP4, MPEG, FLV, 3GP or 3G2 format under 300MB and no longer than one (1) minute.
- Entrant should be the primary subject of the Entry. No other individuals may appear in the Entry without express permission. If Entry features a minor under the age of majority in his/her state or province of residence, you must obtain written permission from the minor's legal guardian.
- Entries be Entrant's original idea (modification of an original work is not an original idea). Entries must not copy or otherwise plagiarize from any source.
- Entries cannot contain content that is irrelevant to the purpose of the Sweepstakes.
- Once an Entry has been submitted, it cannot be modified or deleted by Entrant.
- Each submitted Entry must be original, on which no image editing software has been used.
- No duplicate Entries or substantially similar Entries, as determined by the Sponsor's in its sole discretion, may be submitted.
- By submitting an Entry taken by a third party, Entrant warrants and represents that he/she has secured all rights and clearances to the Entry from the third party.
- Entry must not contain content that is known by you to be false, inaccurate or misleading.
- Any Entry deemed inappropriate or unsuitable, in Sponsor's sole discretion, will be disqualified. Entry must not contain material that is inappropriate, indecent (including, but not limited to, nudity, or pornography), profane, obscene, hateful, tortious, defamatory, slanderous, libelous (including words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group), violent, self-mutilating (e.g., relating to murder, the sales of weapons, cruelty, abuse, etc.), or illegal (e.g., underage drinking, substance abuse, computer hacking, etc.).
- The Entry must not contain or depict material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination, including without limitation, discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. The Entry must not contain or depict material that is threatening to any person, place, business, group, or world peace or contain words or symbols that are widely considered offensive to individuals of a certain race, ethnicity, religion, sexual orientation, or socioeconomic group.

- The Entry must not contain any content that infringes or may infringe third party rights, including, without limitation, any copyright, name, trademark, logo, trade dress, or other personal or proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity or make reference to any commercial/corporate advertising (including but not limited to corporate logos, brand names, charities, slogans, political, or religious statements), or be otherwise objectionable. Without limiting the generality of the foregoing, publicly displayed and publicly accessible Sponsor content, materials, or products are permitted to be displayed in Entries submitted for this Sweepstakes.
- Entry must not include music protected by a copyright (but including music that you own or have the rights to use is permitted).
- Entry must not include any representation of celebrities, athletes, musicians, or any other third-party (public or private), include any anti-social, political or religious groups, any commercial solicitation or promotional materials or name, address, phone number, or URL address. Entries must not contain advertisements, personal solicitations or commercial solicitations.
- All submitted Entries must be in keeping with Sponsor's image as determined by Sponsor, in its sole discretion, or entry will be disqualified from the Sweepstakes. The Entry must not disparage persons or organizations associated with Sponsor.
- Entry must not depict reference any of Sponsor's competitors or competitor's products.
- Entry must not have been submitted previously in a giveaway or promotion of any kind or previously exhibited or displayed publicly (i.e., disclosed beyond your immediate circle of friends and family) through any means.

By submitting an Entry, the Entrant understands and grants to the Sponsor an irrevocable, perpetual, non-exclusive worldwide license to use his/her Entry, Video/Photo, name, hometown and likeness on the Sponsor's various websites and social media sites and in advertising and/or promotional activities worldwide without compensation, permission or notification. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Entry.

By submitting an Entry, Entrant warrants and represents that: (a) Entry and Video/Photo do not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant has obtained written permission from any person who may appear in the Entry; (c) Entrant owns all rights to the Video/Photo, including without limitation, copyrights, and has received prior written permission from a third party if any Entry was taken by someone other than the Entrant him/herself; and (d) Entrant will indemnify and hold harmless the Sponsor, Administrator and related entities, agents and assigns from any claims and damages (including

reasonable attorneys' fees) arising from or relating to the breach or alleged breach of your representations and warranties herein, the Entry, or Entrant's conduct in creating the Entry, the acceptance or use of any prize or otherwise in connection with this Sweepstakes.

ENTRIES POSTED TO THE SWEEPSTAKES WEBSITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”)/ODDS:**

**Grand Prize:** There is one (1) Grand Prize available to be won. One (1) Grand Prize winner will receive a prize pack of Camso Powersports gear including one (1) dry bag, one (1) t-shirt, one (1) beanie, one (1) cap, stickers and a Camso Toolkit including a track tension tool, tensioner alignment jig and wheel extractor tool. The ARV of the Grand Prize is \$650 USD.

**First Prize:** There is two (2) First Prizes available to be won. Each First Prize Winner will receive a prize pack of Camso Powersports gear including one (1) dry bag, one (1) t-shirt, one (1) beanie, one (1) cap, and stickers. The ARV of the Grand Prize is \$150 USD.

**The Total ARV of all prizes is: \$800 USD**

**RANDOM DRAWING:** The winners will be selected in a random drawing taking place on or around May 27<sup>th</sup>, 2022 from among all eligible entries received during the Sweepstakes Period. The random drawing will be conducted by the Sweepstakes Administrator. The odds of winning depend on the total number of Sweepstakes entries.

**WINNER NOTIFICATION & VERIFICATION:** Potential winners will be notified via email and will be required to respond within three (3) days of notification and must supply their mailing address for prize fulfillment. Noncompliance will result in disqualification and an alternate winner will be selected.

If a winner is a Canadian resident, then he/she will be required to correctly answer a skill-based mathematical test question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means or by telephone) within a limited time-period in order to be eligible to receive his or her prize. Not providing the answer within the required time period, providing an incorrect or incomplete answer, or noncompliance with the terms of administration of the skill-testing question will result in disqualification of the potential winner and an alternate winner may be selected. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill

as it deems appropriate based on the circumstances and/or to comply with applicable law.

**PRIZE CONDITIONS:** Prizes are not redeemable for cash. Prizes are not assignable or transferable. No substitution is permitted except if prize is unavailable, in which case a prize of equal or greater value will be awarded. No cash in lieu of prizes and no exchange or substitution of prizes, except at the sole discretion of the Sponsor. Any other incidental expenses on prize not specified herein are the winner's sole responsibility.

Winners are responsible for all federal, state, provincial, local and income taxes associated with winning the prize.

Prizes are awarded "as is" with no warranty or guarantee, either expressed or implied by Sponsor. Winners acknowledge that the Sponsor and all other businesses affiliated with this Sweepstakes and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any).

**GENERAL:** Participating entrants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Sweepstakes, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

In the event of a dispute over the identity of an entrant, entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the entry. Entry materials/data that have been tampered with or altered, or mass entries or entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, misdirected, damaged or illegible entries; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for

technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer related to or resulting from participating in the Sweepstakes. By participating in the Sweepstakes, you (i) agree to be bound by these official rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Sweepstakes Administrator, which are final and binding in all matters relating to the Sweepstakes. Failure to comply with these official rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor. If, for any reason, the Sweepstakes cannot be run as planned, Sponsor may disqualify any suspect entries or individuals from the Sweepstakes and any sweepstakes it sponsors and (a) suspend the Sweepstakes and modify the Sweepstakes to address the impairment, then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; and/or (b) award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS SWEEPSTAKES CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS SWEEPSTAKES, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE. FURTHER, SPONSOR SHALL NOT BE RESPONSIBLE FOR ANY CANCELLATIONS, DELAYS, DIVERSIONS, CHANGES IN SERVICE OR ACCOMMODATIONS OR SUBSTITUTIONS, OR FOR ANY ACTS OR OMISSIONS BY ANY THIRD PARTIES BEYOND ITS REASONABLE CONTROL, INCLUDING AIR CARRIER(S) AND OTHER TRANSPORTATION COMPANIES; LODGING, RESTAURANT OR OTHER HOSPITALITY PROVIDERS; ENTERTAINMENT PROVIDERS, VENUES OR ARTISTS; OR OTHER THIRD PARTY PROVIDERS SUPPLYING ANY SERVICES OR COMPONENTS OF THE PRIZE(S) TO

WINNERS AND/OR THEIR GUESTS, OR FOR ANY RESULTING INJURIES, INCLUDING MONEY DAMAGES, COSTS AND EXPENSES, PROPERTY DAMAGES, PERSONAL INJURIES OR DEATH RESULTING THEREFROM.

**LEGAL WARNING:** ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE SWEEPSTAKES, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

**GOVERNING LAW AND LIMITATION OF LIABILITY:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of South Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES:** The parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the state and federal courts in Greenville County, South Carolina and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's

decision and award are final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. (“JAMS”) or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a “Demand for Arbitration”, then either party can elect to have the arbitration administered by the American Arbitration Association (“AAA”) or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Greenville County, South Carolina. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn’t apply and the dispute must be brought in a court of competent jurisdiction in Greenville County, South Carolina. Sponsor agrees to pay the administrative and arbitrator’s fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

For Quebec residents: Any litigation respecting the conduct or organization of this Sweepstakes may be submitted to the Régie des alcools, des courses et des jeux du Québec 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.

**PRIVACY:** As a condition of entering the Sweepstakes, each entrant gives consent for Sponsor to obtain and deliver his or her name, address and other information to third parties, including Sweepstakes Administrator, for the purpose of administering this Sweepstakes and to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with state record retention requirements. Any information entrant provides to Sponsor may be used to communicate with entrant in relation to this Sweepstakes or on a Sweepstakes winner’s list. Personal information collected from entrants are subject to the Sponsor’s Privacy Policy, which can be found at <https://camso.co/en/about/legal>.

**WINNERS LIST:** To obtain the names of the Winners, send an email to [info.powersports@michelin.com](mailto:info.powersports@michelin.com) with the subject line *The All-Season Adventures Sweepstakes* after July 1<sup>st</sup>, 2022.

The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Instagram or Facebook. You understand that you are providing your information to Camso, Inc. and not to Instagram or Facebook. The information you provide will only be used in connection with this Sweepstakes or in connection with promotional or other activities of Camso, Inc.

All trademarks used herein are the property of their respective owners in the United States and abroad. All rights reserved.