



## ULTIMATE SEA-DOO BEACH PARTY

### OFFICIAL RULES

**DRAW Date:** May 7, 2015

- 1) **PARTICIPATION CONSTITUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.** The "Ultimate Sea-Doo Beach Party" Sweepstakes (hereinafter referred to as the "Sweepstakes") is for a limited time and begins on March 24, 2015 at 09:00 am ET through April 30, 2015, 11:59 pm ET. The Sweepstakes is sponsored by Bombardier Recreational Products Inc. ("BRP" or the "Sponsor"), 565, de la Montagne, Valcourt, Quebec, JOE 2L0.
- 2) By participating in this Sweepstakes, you acknowledge and agree that the Sponsor may collect the personal information submitted by you, and use the information pursuant to its privacy policy available online at [www.brp.com](http://www.brp.com).
- 3) **NO PURCHASE NECESSARY TO ENTER OR WIN.** A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
- 4) **ELIGIBILITY:** This Sweepstakes is open to legal residents of Canada and the United States (excluding Quebec and Puerto Rico) who have reached the age of majority in their states/provinces of residence as of the date the Sweepstakes begins and have a valid email address. Employees of BRP, their subsidiaries, affiliates and advertising and promotional agencies of BRP, and their immediate families (spouse, parents, children, siblings and their spouses) and individuals living in the same household as such employees are ineligible. This Sweepstakes is governed by the laws of Canada and subject to all applicable federal and provincial laws and regulations. VOID WHERE PROHIBITED BY LAW.
- 5) **PRIZE:** A total of one (1) draw, for a chance to win:
  - A trip for three (3) to the Live Recording of the Devin Super Tramp video of The Ultimate Sea-Doo Beach Party at a private location in South Florida inclusive of hotel, airfare and ground transportation (between the airport and hotel). (Approx. retail value: \$4,000 USD/CAD) **and**
  - One (1) Sea-Doo Spark 2up watercraft (Retail value: \$4,999 USD/ \$5,599 CAD.)
- 6) **HOW TO ENTER AND REGISTER TO THE SWEEPSTAKES:** During the Sweepstakes period, an eligible individual ("Entrant") may enter the Sweepstakes by the following two (2) ways
  1. By visiting <http://www.sea-doo.com/ultimate-beach-party.html> (the "Page") and by completing the following steps:
    - a. Before completing registration, the Entrant must accept and agree to the rules.
    - b. An Entrant can register by completing all of the requested information, including valid e-mail address ("Address"), his/her first and complete last name (no initials), Zip Code/Postal Code and mailing address.
    - c. Once entrant provides the requested information, they will receive one (1) entry by submission by completing the entry form on the site or the mobile entry site.
    - d. Entrant must upload a photo or 15 second video into the contest demonstrating how they would #SPARKSOMEFUN. Photo / video submission: Entrant must post to the contest application, to receive one (1) entry.
    - e. The entry must be tagged with the hashtag "#SPARKSOMEFUN" as a condition to entering the contest.
  2. By going on the social networking sites Twitter or Instagram and by completing the following steps:

Ski-Doo  
Lynx  
Sea-Doo  
Evinrude  
Rotax  
Can-Am

- a. Entrant must upload a photo or 15 second video into the contest demonstrating how they would #SPARKSOMEFUN.
- b. The entry must be tagged with the hashtag “#SPARKSOMEFUN” as a condition to entering the contest
- c. Once photo uploaded, the contestant will be prompted, to “complete their submission” by completing all of the requested information, including valid e-mail address (“Address”), his/her first and complete last name (no initials), Zip Code/Postal Code and mailing address.

For example: If a contestant posts their photo submission on Instagram and tags it with the hashtag #SPARKSOMEFUN, the photo will be pulled into the contest application and we will post a response that says: “Thank you for showing how you #SPARKSOMEFUN. Head to [%\(bitly\)s](#) to complete your submission!” Upon entering this link the contestant will be directed to the site and will be prompted to complete the contest entry. The entry is NOT accepted or complete until all information has been provided and the contestant has entered the contest.

- 7) Entrants may submit unlimited entries using the same registration information. Each unique entry will count as one (1) unique submission.
- 8) Entrant agrees that the Sponsor may capture the Entrant’s Instagram, Facebook or Twitter account information and complete registration.
- 9) The third party application provider, Offerpop, will monitor all entries and will tally all applicable entries.
- 10) No cost related to Instagram, Twitter or Facebook.com/seadoo subscription, see details at <http://www.facebook.com>, <http://www.twitter.com> or <http://www.instagram.com>
- 11) The Sweepstakes require that an Entrant either already have or open an account on Facebook, Twitter or Instagram to participate.
- 12) Photos entered into the contest become the property of Sponsor, but Sponsor is not responsible for the content that is posted by contest participants.
- 13) Note the following guidelines for entry of a photograph. Entry will be rejected if the Entrant does not follow these guidelines. Each photograph **must not**:
  - Violate or infringe upon another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
  - Violate copyrights (including photographs, sculptures, paintings and other works of art or images published on or in websites, television, movies or other media);
  - Contain the names, likenesses, photographs, or other indicia identifying any person, living or dead, other than the Entrant;
  - Communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate;
  - Disparage Sponsor, Administrator, or other people, products or companies;
  - Contain trademarks, logos or trade dress owned by others, or advertise or promote any brand or product of any kind, without permission, or contain any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
  - Contain any images or words that are inappropriate, indecent, lewd, pornographic, obscene, hateful, tortious, defamatory, slanderous or libellous;
  - Contain any images or words that promote bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, professional or age;
  - Contain any images or words that are profane, contains nudity or promotes any materially dangerous activity;
  - Contain any images or words that promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any particular political agenda or message; and
  - Contain any images or words that are obscene or offensive, endorse any form of hate or hate group.

**14) SELECTION OF WINNER AND PRIZE CLAIM:**

- i. From May 2, 2015, 9:00am EST through May 6, 2015, 11:59pm EST, five entries chosen by the BRP Sea-Doo team as best examples of the entry request will be enabled on the Page for public voting.
  - ii. The Draw will be held on May 7, 2015 at Sponsor office located at Bombardier Recreational Products Inc., 565, de la Montagne, Valcourt, Quebec, J0E 2L0.
  - iii. Winner will be selected by most votes gathered throughout voting duration.
  - iv. Odds of winning depend on number of unique entries received.
  - v. One (1) registration per individual. Unlimited unique entries per person.
- 15)** The winner must be available to travel from May 27-30, 2015. The trip must be scheduled before May 14, 2015. A representative will contact the winner to make travel arrangements.
- 16)** All other expenses not specifically listed in the description of the Prize, are the sole responsibility of the winners and their guests including but not limited to: travel to and from the international airport nearest the Entrant's home in United States or Canada, all ground transfers, airport fees, personal charges at lodging, gratuities, meals not indicated in the prize description, taxes, medical, accident, luggage, insurance and any items of a personal nature. Each winner and his/her traveling companion ("Guest") must travel at the same time and from the same city. A winner's Guest must remain the same for the duration of the trip. A winner's Guest, or their parent/legal guardian if under the age of majority, will be required to complete a full Liability and Publicity Release prior to travel. Winners and Guest are responsible for obtaining all necessary travel documentation. Depending on place of residence, **winners and guests may need a valid passport** to be able to claim the prize because of cross-border travel related requirements. If a winner is not admissible to travel outside his/her country of residency, then an alternate winner will be chosen.
- 17)** Sponsor BRP will do its best to accommodate the official winner in terms of coloration of the 2015 Sea-Doo SPARK prize. Based on that, the prize will be shipped in the best delay possible considering availabilities, after verification, which will allow Sponsor to verify every winner's compliance with these Official Rules. Official winner must agree to accept Prize in entirety inclusive of trip to live recording of Ultimate Sea-Doo Beach Party and 2015 Sea-Doo SPARK.
- 18)** The winner will be solely responsible for any applicable taxes, vehicle title, license and registration fees, freight, delivery, emissions, inspection, additional equipment, insurance, gasoline, vehicle maintenance, all other fees and expenses not specified herein associated with the receipt and use of this prize vehicle. The vehicle won must be warranty registered in the name of the winner. The winner must take delivery of his Prize at a participating authorized BRP dealer confirmed by Sponsor no later than **September 31, 2015**, or prize will be forfeited.
- 19)** Promotion Entities shall not be held responsible for any delays in awarding prizes for any reason outside of their control. Prizes will only be delivered to verified Winners.
- 20)** Decisions of the Sponsor in the selection and determination of winner and all matters relating to this Sweepstakes are final and binding. Before being declared a winner and in order to be eligible to win a prize, potential winner must first correctly answer, without mechanical aid or assistance, a mathematical skill-testing question (for Canadian resident winners only) and complete an affidavit of eligibility and a liability/publicity release and a W-9 form (for US resident winners only). The Sponsor will attempt to contact potential winners 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 prize draw. If the Sponsor is not able to make contact and speak directly with a potential winner within the allotted time, using the email address and/or telephone number the potential winner will have provided, then at the sole and absolute discretion of the Sponsor, that Entrant may be disqualified, and his/her entitlement to receive the prize may be forfeited, and the Sponsor reserves the right to randomly select another potential winner, whom the Sponsor will attempt to contact, and who will be subject to disqualification, in the same manner.
- 21)** To become an official winner, all relevant documents must be signed and returned to Sponsor within five (5) business days from the time the affidavit of eligibility, liability/publicity release and W-9 form, as applicable,

have been sent by Sponsor, or the prize will be forfeited and another potential winner will be drawn. All prize claims are subject to verification. Should a potential winner be a Canadian resident, he/she must first correctly answer, without assistance of any kind, a time-based mathematical skill-testing question (i.e.:  $2 \times 10 \div 4 + 30 - 2$ ) before being declared a winner and being awarded the prize.

- 22) These rules are published on <http://www.sea-doo.com/ultimate-beach-party.html>. At the end of the contest, the winner's name will be published on <http://www.sea-doo.com/ultimate-beach-party.html>.
- 23) By accepting the prize, Entrant consents to the use of his/her name, photograph, image, voice, and statements related to the Sweepstakes, for advertising purposes, without further compensation. There are no transfers, substitution and prize is non-refundable. **No cash alternatives for any prize**, except at the option of the Sponsor, who may substitute a prize of equal or greater value if advertised prize becomes unavailable.

#### GENERAL CONDITIONS:

- 24) Sponsor reserves the right to terminate this Sweepstakes in whole or in part at any time without liability. Sponsor is not responsible if, for any reason, the game is 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 Sponsor which corrupt or affect the administration, security fairness, integrity or proper conduct of this promotion or of any person's computer hardware or software. Should the game be terminated prior to the stated expiration date, notice will be posted on <http://www.sea-doo.com/ultimate-beach-party.html>.
- 25) Sweepstakes 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. This Sweepstakes is subject to all applicable federal, state, provincial and municipal laws and regulations and is void where prohibited by law.
- 26) This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants are providing their information to Sponsor and not to Facebook. The information provided will only be used as stated in the Sweepstakes Rules. Facebook is completely released of all liability by each Entrant (and, if the entrant is at least 18 but under the age of majority in his/her province/state/territory of residence, his/her parent or legal guardian) for this Sweepstakes. Any questions, comments or complaints regarding the Sweepstakes must be directed to the Sponsor.
- 27) Sponsor 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 Sweepstakes. Winners are randomly selected. The Sponsor 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, Sponsor reserves the right to suspend delivery of prizes, without prior notice.
- 28) By entering this Sweepstakes, winner acknowledges and agrees that Bombardier Recreational Products Inc., BRP US Inc., their affiliates and their respective officers, directors, employees, dealers, agents and insurers (collectively, "the Released Parties") (i) shall have no liability of any kind whatsoever with respect to this Sweepstakes and/or the awarding or use of the Prizes, (ii) make no warranty, guaranty or representation of any kind concerning the Prizes, (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 Prizes or from participating in this Sweepstakes. The Release Parties are not responsible for typographical errors or any other errors in the offer or administration of this Sweepstakes, including but not limited to errors in the advertising, the Official Rules, the selection and announcement of winners, or the distribution of the Prizes.