

CONTEST RULES
“VANS WARPED TOUR GIVEAWAY”

IMPORTANT: PLEASE READ THESE RULES (THE “**RULES**”) BEFORE ENTERING THE “VANS WARPED TOUR GIVEAWAY” CONTEST (THE “**CONTEST**”) PRESENTED BY VANS WARPED TOUR CANADA (THE “**ORGANIZER**”) IN COLLABORATION WITH GESTION EVENKO FESTIVAL INC. (THE “**SPONSOR**”). BY ENTERING THIS CONTEST, PARTICIPANTS CONFIRM THAT THEY MEET ALL ELIGIBILITY REQUIREMENTS SET OUT IN THESE RULES AND THAT THEY AGREE TO FULLY COMPLY WITH THESE RULES AND TO ABIDE BY ALL DECISIONS OF THE ORGANIZER, WHICH ARE FINAL AND BINDING IN ALL RESPECTS REGARDING THE CONTEST.

1. CONTEST PERIOD

- 1.1. The Contest begins on March 3 at 12:00 p.m. (EST) and ends on March 5 at 12:00 p.m. (EST) (the “**Contest Period**”). The date and time of receipt of entries will determine their eligibility for the Contest.

2. ELIGIBILITY

- 2.1. The Contest is open to legal residents of the province of Quebec who have reached the age of majority in the province of Quebec at the time of entry. Notwithstanding the foregoing, the Contest is not open to employees, representatives, and agents of the Organizer, the Sponsor, their affiliated companies, subsidiaries and related companies, their advertising and promotional agencies, their promotional partners, and suppliers of products or services related to the Contest, nor to persons living in the same household as the aforementioned (whether related or not), nor to members of their immediate family (father, mother, brother(s), sister(s), child(ren), and spouse by marriage or common law) of any person listed above.

3. HOW TO ENTER

- 3.1. NO PURCHASE IS REQUIRED TO ENTER OR TO WIN.
- 3.2. To enter the Contest, participants must, during the Contest Period:
- Enter the Contest by adding a comment containing a black heart (♥) on the contest post appearing on the Organizer’s Instagram page; and
 - Follow the Organizer’s Instagram page.
- 3.3. There is no limit to the number of entries.
- 3.4. No automated entry device, robot, and/or other program or software is permitted to enter the Contest. The Organizer cannot be held responsible for any entry received or transmitted late, lost, misdirected, incomplete, or corrupted, which may be rejected and will not qualify as an entry in the Contest.

4. PRIZES

- 4.1. There are a total of thirty (30) pairs of tickets (each constituting a “**Prize**” and collectively

the “**Prizes**”) to be won for the show presented on March 7 at Newspeak, featuring Bearings and Sucker Punch, organized as a “pre-Warped” event.

- 4.2. The approximate retail value of each pair of tickets is sixty-one dollars and fifty-two cents (\$61.52 CAD). The total approximate value of all thirty (30) pairs of tickets offered in the Contest is one thousand eight hundred forty-five dollars and sixty cents (\$1,845.60 CAD).
- 4.3. The Prizes may not match the photos used in the Contest’s advertising and promotional materials, including, without limitation, advertisements published on social media.
- 4.4. All fees and expenses not specifically mentioned above as being included in the Prizes will be the responsibility of the winners.
- 4.5. The Prizes may not be transferred to another person, substituted for another prize, or replaced or exchanged for a sum of money. The Prize must be accepted “AS IS,” WITHOUT ANY WARRANTY OF ANY KIND, express or implied (including, without limitation, any implied warranty of merchantability or fitness for a particular purpose). Replacement of a Prize is permitted only at the sole discretion of the Organizer. In the event that it is impossible to award a Prize in accordance with these Rules, the Organizer reserves the discretionary right to replace it with a prize of equal or greater approximate retail value.
- 4.6. In all cases, the Organizer, the Sponsor, their affiliated companies, subsidiaries and related companies, their advertising and promotional agencies, their promotional partners and suppliers of products or services related to the Contest, as well as their respective employees, officers, directors, agents, and representatives, cannot be required to award more prizes than those indicated in these Rules or to award more than thirty (30) Prizes other than in accordance with these Rules.

5. SELECTION OF THE WINNER

- 5.1. The winners will be randomly selected through a draw administered by the Sponsor, which will take place on March 5 at 5:00 p.m. (EST) at the Organizer’s offices located at 1275 rue Saint-Antoine O, Montréal, QC H3C 5L2, from among all eligible entries received during the Contest Period.
- 5.2. The odds of winning depend on the number of eligible entries received during the Contest Period.
- 5.3. Each participant selected in the draw will be contacted by direct message sent from the Organizer’s account. If a selected participant cannot be reached within one (1) business day following the sending of the direct message, or if the Organizer determines, at its sole discretion, that the selected participant does not meet all the Contest conditions set out in these Rules, another draw will be held and another participant will be selected as a potential winner. This process will be repeated until all thirty (30) Prizes have been awarded.
- 5.4. Each winner must provide a valid email address in order to receive instructions on how to obtain their Prize.

- 5.5. In order to be declared an official winner and be able to claim a Prize, each participant selected in the draw must comply with the following requirements:
- (i) Comply with all instructions provided by the Organizer when they are informed that they have been selected in the draw;
 - (ii) Correctly answer a mathematical skill-testing question; and
 - (iii) Fulfill all Contest conditions set out in these Rules.
- 5.6. Failure to comply with any of the conditions mentioned above, or any other condition provided in these Rules, will result in the selected participant's entry being declared null and void, and a new draw will be held in accordance with these Rules in order to award the Prize. This process will be repeated until each Prize has been awarded.
- 5.7. The information provided by the selected participant during the Organizer's contact process must be complete and truthful.

6. CONFIDENTIALITY

- 6.1. The personal information of participants is collected by the Organizer solely for the purpose of administering this Contest. Additional informational or commercial communications from the Organizer and/or the Sponsor may be received by any participant who agrees by checking the box provided for this purpose when entering the Contest. By participating in the Contest, participants accept the terms of the Organizer's privacy policy.

7. LIMITATION OF LIABILITY

- 7.1. By participating or attempting to participate in the Contest, any person releases the Organizer, the Sponsor, their affiliated companies, subsidiaries and related companies, their advertising and promotional agencies, their promotional partners, suppliers of products or services related to the Contest, as well as their respective employees, officers, directors, agents and representatives (collectively the "**Released Parties**") from any liability related to or arising from the Contest, including, without limitation, in the event of loss, damage, or injury of any kind related to the acceptance or use (proper or improper) of the Prize, to the administration of the Contest, or to the selection of the winner.
- 7.2. Without limiting the generality of the foregoing and for greater certainty, the Released Parties cannot be held responsible for:
- (i) Any incorrect or inaccurate information, whether caused by Contest visitors, equipment, or programming used in connection with the Contest or associated with it, or caused by any human or technical error that may occur in the Contest entry process;
 - (ii) Any error, omission, interruption, deletion, defect, or delay in the operation of the Contest or transmission related to the Contest;
 - (iii) Any communication line failure, theft, destruction, unauthorized access to, or alteration of entries;
 - (iv) Any problem, malfunction, or technical failure of any computer component, network, communication line, server, or software, any loss or lack of network communication, any technical problem or Internet network congestion or any website, any faulty,

incomplete, incomprehensible, or erased transmission by any computer or network, or any combination of these elements that could limit or prevent any person from participating in the Contest;

- (v) Any damage to a third party's computer related to or resulting from participation or the downloading of material for the Contest;
- (vi) Any injury, damage, or loss resulting from participation in this Contest or from the awarding, acceptance, or use (proper or improper) of the Prize.

7.3. The Released Parties assume no responsibility in the event the Contest cannot proceed as planned, for any reason whatsoever, including, without limitation, computer virus infection, computer errors or anomalies, fraud, technical failures, or any other cause that corrupts or affects the administration, security, fairness, integrity, and/or proper conduct of the Contest.

8. USE OF PERSONAL INFORMATION

8.1. By participating in the Contest, each participant consents to the collection, use, and disclosure of their personal information by the Organizer for the purposes of administering the Contest, sending the Prize, and disclosing the winner. Furthermore, by participating in the Contest, each participant confirms that they comply with all conditions set out in these Rules and agrees to the disclosure, publication, and use of their name, place of residence, photograph, image, voice, and statement, without any compensation or notice, for advertising, marketing, and/or informational purposes in any media or format (including the Internet), for an indefinite period and without geographic limitation, in relation to this Contest or similar contests in the future, and agrees to sign any document related to this commitment or deemed necessary by the Organizer.

9. GENERAL CONDITIONS

9.1. **Decisions.** Any decision of the Organizer or its representatives related to this Contest is final and without appeal.

9.2. **Property.** All entry forms, Declaration Forms, and other documents submitted to the Organizer in connection with the Contest (collectively the "**Entry Documents**") become the property of the Organizer upon submission and will not be returned to participants and/or the winner under any circumstances.

9.3. **Rights to the Entry Documents.** By participating in the Contest and submitting an entry, each participant: (i) grants to the Organizer (and the Sponsor, where applicable), in perpetuity, a non-exclusive, royalty-free license to publish, display, reproduce, modify, edit, or otherwise use their Entry Documents (and each of their components), in whole or in part, for advertising or promotional purposes related to the Contest or for any other reason; (ii) waives all moral rights to their Entry Documents (and each of their components) in favor of the Organizer and the Sponsor (as well as any person authorized by them to use these Entry Documents); and (iii) agrees to release and hold harmless the Released Parties from any claim, damage, liability, cost, and expense arising from the use of their Entry Documents (or any component), including, without limitation, any claim based on rights of publicity, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other cause of action related to intellectual property or otherwise.

- 9.4. **Verification.** The Entry Documents are subject to verification by the Organizer. Any Entry Document that is, as the case may be, incomplete, illegible, incomprehensible, mutilated, fraudulent, registered or transmitted late, containing an invalid email address or phone number, not containing the correct answer to the mathematical skill-testing question, or otherwise non-compliant will be void and will not qualify for entry in the Contest.
- 9.5. **Disqualification.** The Organizer reserves the right, at its sole discretion, to cancel a participant's entry or disqualify a participant from the Contest and/or exclude them from any future contest or promotion held by the Organizer: (i) if they fail to comply with any of the conditions of these Rules; (ii) if they participate or attempt to participate in the Contest using a method contrary to these Rules or in a manner that could be unfair to other participants (for example: use of automated equipment to participate in the Contest, hacking, number of entries exceeding the permitted limit, etc.); or (iii) if they are suspected of having directly or indirectly tampered with the operation of the Contest or having made a false statement.
- 9.6. **Course of the Contest.** Any attempt by a participant or any other person to deliberately damage any element related to the Contest, including, without limitation, the Contest website, to corrupt the entry process, or to sabotage the legitimate operation of the Contest constitutes a violation of civil and criminal laws. If such attempts are made, the Organizer reserves the right to reject the entry of the person involved, to refer them to the appropriate legal authorities, and to seek damages under applicable laws.
- 9.7. **Identification of the participant.** For the purposes of these Rules, the participant is the person whose contact information appears on the entry form. The Organizer reserves the right to require identification before awarding the Prize.
- 9.8. **Operation of the website.** The Organizer does not guarantee in any way that the Contest website or any related site will be accessible or functional without interruption during the Contest Period or that it will be error-free.
- 9.9. **Modification of the Contest.** The Organizer reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend, in whole or in part, the Contest at any time in the event that an incident or any human intervention occurs that may corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest as provided in these Rules.
- 9.10. **End of participation in the Contest.** In the event that the computer system is unable to record all Contest entries during the Contest Period for any reason whatsoever, or if participation in the Contest must end in whole or in part before the end date set out in these Rules, the draw may be conducted, at the Organizer's discretion, from among the eligible entries received during the Contest Period or, as the case may be, up to the date of the event that ended participation in the Contest.
- 9.11. **Communication with participants.** No communication or correspondence will be exchanged with participants except in accordance with these Rules or in connection with the administration of the Contest at the initiative of the Organizer, unless the participants have otherwise consented.

- 9.12. **Severability of paragraphs.** If a paragraph of these Rules is declared or deemed illegal, unenforceable, or void by a court of competent jurisdiction, then that paragraph will be considered null, but all other paragraphs that are not affected will be applied within the limits permitted by law.
- 9.13. **Language.** In the event of any discrepancy between the French version and the English version of these Rules, should an English version be available, the French version shall prevail.
- 9.14. **Gender.** The masculine gender is used, without discrimination, solely for the purpose of simplifying the text.
- 9.15. **Applicable laws.** The Contest is governed by and interpreted exclusively in accordance with the laws of the province of Quebec, without regard to conflict of law provisions.
- 9.16. **Release.** This Contest is in no way sponsored, endorsed, administered by, or associated with Instagram. By participating in the Contest, each participant acknowledges that they are providing their information to the Organizer and not to Instagram. Any questions, comments, or complaints regarding the Contest must be directed to the Organizer and not to Instagram. By participating in the Contest, each participant releases Instagram fr