

SWEEPSTAKE RULES
Find Your Driving Force contest – 1 2022 UFORCE 600 to be won
Presented by CMI/CFMOTO Canada
From November 1st to December 15th 2021

NO PURCHASE REQUIRED. FOR CANADIAN RESIDENTS WHO HAVE REACHED THE AGE OF MAJORITY AND HOLD A VALID DRIVER'S LICENSE ONLY. THIS SWEEPSTAKE IS SUBJECT TO CANADIAN FEDERAL LAWS AND QUEBEC PROVINCIAL LAWS. VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN THIS SWEEPSTAKE CONSTITUTES FULL AND UNCONDITIONAL ACCEPTANCE OF THE OFFICIAL RULES AND A COMMITMENT TO COMPLY WITH THEM.

1. DEFINITIONS

- 1.1. *Find Your Driving Force contest – 1 2022 UFORCE 600 to be won* (hereinafter “the sweepstake”)

Sweepstake held under the Rules respecting publicity contests (R. R. Q., c. L - 6, r. 6)

2. ELIGIBILITY

- 2.1. Only legal residents of Canada who have reached the age of majority in their province or territory of residence at the time of participation (each “an entrant”) and who hold a valid driver’s license in their province or territory of residence at the time of participation can enter the sweepstake.
- 2.2. The following persons and persons with whom they are domiciled (members of their family or not): employees, managers, directors, shareholders, subcontractors, agents, representatives, successors and assigns of CMI/CFMOTO Canada and its dealers and associated partners, (ii) Globalia Inc. agency, and (iii) any other company associated with the sweepstake (hereinafter, collectively, “the exempt parties”).
- 2.3. Immediate family members of CMI/CFMOTO Canada and the exempt parties (spouse, parent, child, brother, sister and their respective spouse, regardless of their place of residence) are not eligible for the sweepstake.
- 2.4. Participation in this sweepstake constitutes full and unconditional acceptance of the official rules (hereinafter “the rules”) and a commitment to comply with them.

3. DURATION

The sweepstake begins on November 1st, 2021 at 9am (ET) and ends on December 15th, 2021 at 5pm (ET) (hereinafter “the duration of the sweepstake”).

4. TO ENTER: NO PURCHASE REQUIRED

An eligible person can enter the sweepstake by completing an online entry form.

➤ Online entry form

- 4.1. The eligible person obtains one (1) entry by completing an online entry form (hereinafter “the form”), in full with all the required information, and by agreeing to these rules, on one or more of the following websites:

- <https://www.cfmoto.ca/en/>

Once the eligible person submits the completed form, a message confirming the entry to the sweepstake appears. The eligible person can submit a completed form until December 15th, 2021 at 5pm (ET).

- 4.2. Limit of one (1) entry per form for the duration of the sweepstake.
- 4.3. Entrants are permitted to complete more than one form on the aforementioned websites, as long as it is not a form already submitted within the duration of the sweepstake.
- 4.4. Each form completed subsequently constitutes an additional entry for the sweepstake.
- 4.5. Only Canadian residents can enter the sweepstake.

5. ACCESSIBILITY

- 5.1. An Internet access and email address are required to enter the sweepstake, but no purchase is necessary. Free Internet access is available in places such as public libraries, and a number of Internet service providers and other companies offer free email addresses.
- 5.2. If the entrant chooses to complete and submit a form using a mobile device, standard usage and service fees may apply. These fees vary depending on the service provider and the plan. It is the entrant’s responsibility to contact the wireless service provider before using a mobile device to enter the sweepstake.

6. FRAUD PREVENTION

- 6.1. If CMI/CFMOTO Canada discovers (from any evidence or other information made available to CMI/CFMOTO Canada or otherwise discovered by CMI/CFMOTO Canada) that any individual has attempted to obtain more than one (1) entry within the duration of the sweepstake by completing the same form or using (or attempting to use) multiple names, identities or email addresses or any automated system or program, macro, script, robotics or otherwise to enter or disrupt the sweepstake, this individual may be disqualified at the sole discretion of CMI/CFMOTO Canada.
- 6.2. CMI/CFMOTO Canada reserves the right, at its sole discretion, to require proof of identity or eligibility (in a form acceptable to CMI/CFMOTO Canada, including government issued photo ID) in order to verify the eligibility of an entrant to participate in the sweepstake, in order to verify the eligibility or legitimacy of a form actually or purportedly submitted for the purposes of the sweepstake or for any other reason that CMI/CFMOTO Canada of the sweepstake deems necessary, at its sole discretion, to run the sweepstake in accordance to the rules. Failure to provide such proof in a timely manner and to the satisfaction of CMI/CFMOTO Canada may result in disqualification.
- 6.3. The potential winner (hereinafter the “selected entrant”) may also be required to provide CMI/CFMOTO Canada with reasonable proof that they are the authorized account holder of the email address associated with the winning entry. In the event of a dispute regarding the identity of the person who submitted a form, it will be deemed to have been submitted by the authorized account holder in whose name the email address provided is registered, provided that such person responds to all other sweepstake eligibility criteria. The “authorized owner of the email address” designates the person to whom an email address or a telephone number is assigned by an Internet service provider, online or telephone service provider or by any other organization which is responsible for assigning email addresses for the domain linked to the specified email address.
- 6.4. By entering the sweepstake, entrants agree to be bound by the rules and decisions of CMI/CFMOTO Canada, which are final and binding on all matters relating to the sweepstakes.

7. GRAND PRIZE

There is one (1) grand prize to win (hereinafter “the prize”) by an eligible selected entrant (hereinafter “the prize winner”).

- One (1) 2022 UFORCE 600
 - 580cc engine with BOSCH injection and ignition system (36 lbs/pi)

- Adjustable hydraulic shock absorbers in 5 positions for spring preloading
 - Continuously Variable Transmission of CVTech- IBC
 - Digital display dashboard with full instrumentation
 - Electric Power Steering
 - Roof
 - 12V outlet
 - Tilting rear box
 - 3500 lbs winch with remote control
 - 12" aluminum wheels
 - Digital display dashboard with full instrumentation
- 7.1. The full and detailed description of the prize in these rules prevails over any description contained in any material associated with the sweepstake.
 - 7.2. The prize includes all applicable duties and taxes, plus dealer fees, which comes to an approximate retail value of CA \$13,999.
 - 7.3. The image shown of the vehicle contained in any material associated with the sweepstake is for indicative purposes only.
 - 7.4. License, insurance, vehicle registration and trail access fees, as well as the cost of accessories and maintenance, including the cost of fuel, are the responsibility of the prize winner.
 - 7.5. The prize winner must contact a dealership representative directly with regards to any manufacturer's warranty.
 - 7.6. The vehicle described above, and in the sweepstake rules, must be accepted as awarded, without substitution, except at the discretion of CMI/CFMOTO Canada, and is not transferable, except within members of the same household, refundable, resellable or convertible to cash.
 - 7.7. The odds of winning the prize depend on the number of eligible entries received within the duration of the sweepstake and the number of eligible entries submitted by each eligible entrant.

8. OFFICIAL DRAW

One (1) eligible entrant will be selected by draw from all eligible entries received in accordance with these rules and within the duration of the sweepstake.

- 8.1. The official draw will take place at the offices of Globalia Inc. on December 17th, 2021 (hereinafter "the draw date") at 1pm (ET), at this address:

6 Desaulniers Boulevard
 Saint-Lambert (Quebec)
 J4P 1L3

- 8.2. The agency will share the name of the selected entrant with CMI/CFMOTO Canada or its designated representative after the draw.
- 8.3. CMI/CFMOTO Canada or its designated representative will attempt to communicate with the selected entrant a maximum of five (5) times within five (5) business days of the first attempt, by phone or email, based exclusively on the information provided in the associated entry form.
- 8.4. If the selected entrant cannot be contacted or does not respond within five (5) business days of the first attempt made by CMI/CFMOTO Canada or its designated representative, he will be disqualified and will waive all rights as to the prize.
- 8.5. Another entrant may be selected from the remaining eligible entries, at the sole discretion of CMI/CFMOTO Canada, until contact is made with a selected entrant or until there are no more eligible entries.
- 8.6. If necessary, another draw will take place in order to select one (1) eligible entrant. CMI/CFMOTO Canada is not responsible for unsuccessful attempts to contact any selected entrant.

9. PRIZE CLAIM

To be declared the winner of the prize, the selected entrant must meet all of these requirements, without exception:

- Answer correctly, without any assistance, a mathematical skill-testing question asked in the entry form.
 - Provide a photocopy of one (1) valid driver's license, indicating the date of birth and residence address of the selected entrant, by email to CMI/CFMOTO Canada or its designated representative within ten (10) business days. One (1) proof of residence may be required if the selected entrant's new address is not yet on the driver's license.
 - Sign a waiver form and return it by email to CMI/CFMOTO Canada or its designated representative within ten (10) business days.
- 9.1. The waiver form stipulates that the selected entrant must, among other things, confirm that he complies with the rules, will receive the prize as awarded without substitution and release exempt parties (collectively, "the releasees") of any liability relating to the sweepstake, its participation, as well as the awarding and use or misuse of the prize or any portion thereof.
 - 9.2. If a selected entrant does not meet all the requirements of the sweepstake, does not correctly answer the mathematical skill-testing question, does not provide CMI/CFMOTO Canada or its designated representative with one (1) valid driver's license and one (1) proof of residence (if necessary) within the prescribed delay, does not sign and

- return the waiver form to CMI/CFMOTO Canada or its designated representative within the prescribed delay or cannot accept the prize for any reason, he will be disqualified and will waive all rights as to the prize.
- 9.3. Another entrant may be selected, at the sole discretion of CMI/CFMOTO Canada, from the remaining eligible entries, until contact is made with a selected entrant or until there are no more eligible entries.
 - 9.4. If necessary, another draw will take place in order to select one (1) eligible entrant. CMI/CFMOTO Canada is not responsible for unsuccessful attempts to contact any selected entrant.
 - 9.5. CMI/CFMOTO Canada will provide the winner with specific instructions to collect the prize after receiving a photocopy of a valid driver's license, a proof of residence (if necessary) and the signed waiver form.
 - 9.6. CMI/CFMOTO Canada will be responsible for determining the closest participating retailer to the winner's place of residence so that he can collect his prize on site.

10. OFFICIAL RULES PREVALENCE

- 10.1. In the event of a conflict between the official rules and any instruction or interpretation thereof by an employee of CMI/CFMOTO Canada regarding the sweepstake, the official rules shall prevail.
- 10.2. In the event of any discrepancy or contradiction between the official rules and the communications or other statements contained in any document related to the sweepstake, the official rules shall prevail.

11. COMPENSATION

- 11.1. By submitting an entry for this sweepstake, each participant confirms their understanding and compliance with the official rules.
- 11.2. Each entrant, as well as their representatives, heirs, close relatives or assignees (hereinafter "the representatives of the participant") hereby discharge the exempt parties of all responsibility for any prejudice, loss or damage of any kind to the participant, to representatives of the participant or to any other person, including bodily injury, damage or property damage, related in whole or in part, directly or indirectly, to the acceptance, possession, use or misuse of the prize, participation in the sweepstake, violation of official rules, or any activity related to the prize.
- 11.3. The selected entrant and its representatives agree to fully indemnify the exempt parties from any third party claim relating to the sweepstake, without limitation.

12. LIMITATION OF LIABILITY

- 12.1. None of the releasees assumes responsibility for incorrect or inaccurate information, whether caused by website users or by any of the equipment or programs associated with the sweepstake or used by the sweepstake, or by any technical or human error that may arise during the processing of entries, the selection of a winner or any printing errors in the sweepstake materials.
- 12.2. The exempt parties decline all responsibility for any defect, omission, degradation, interruption, deletion, defect, delay in operation or transmission, communication failure, theft, destruction or alteration of entry forms, or as a result of an authorized access to entry forms.
- 12.3. The exempt parties are not responsible for any problems, viruses or technical difficulties with the network or telephone lines, online computer systems, servers or suppliers, or because of computer hardware, software or failure to receive an email due to technical problems or traffic congestion on the Internet or on a website, or any combination of these factors, or any harm or damage to a computer belonging to the participant or to any other person resulting from their participation in this sweepstake or the downloading of files as part of the sweepstake.
- 12.4. None of the exempt parties assumes responsibility for bodily injury, property damage or loss of any kind, including, without limitation, direct, indirect, consequential, incidental or punitive damages, which may affect the computer equipment of a participant, his representative or any other person, following an attempt to participate in the sweepstake or the download of any information relating to the sweepstake or the use of a website.
- 12.5. Without limiting the information above, all websites are provided “as is” without any express or implied warranties, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose or non-violation.

13. SWEEPSTAKE ADMINISTRATION

- 13.1. All entries become the property of CMI/CFMOTO Canada and all decisions regarding the sweepstake are to be made by CMI/CFMOTO Canada.
- 13.2. CMI/CFMOTO Canada reserves the right, with the consent of the Régie des alcools, des courses et des jeux (hereinafter, “the Régie”), to modify, cancel, suspend or terminate the sweepstake or any part of the sweepstake, for any reason.
- 13.3. CMI/CFMOTO Canada reserves the right, at its sole discretion, to disqualify any participant for failure to comply with the official rules.

- 13.4. CMI/CFMOTO Canada reserves the right to refuse an entry from a person whose eligibility is questioned or who has been disqualified or who is otherwise ineligible.
- 13.5. Any attempt to tamper with the entry process, interfere with the official rules, willfully damage a website, or compromise the administration, security or legitimate operation of the sweepstake is a violation of civil and criminal law, and CMI/CFMOTO Canada reserves the right to seek damages or other compensation (including legal fees) from all persons responsible for such acts to the fullest extent permitted by law, which may include prohibition or disqualification of participants from this sweepstake and from future sweepstakes of CMI/CFMOTO Canada.
- 13.6. CMI/CFMOTO Canada may disqualify, at its sole discretion, any person who acts in any way to threaten, abuse or harass anyone and may void entries associated with that person.
- 13.7. CMI/CFMOTO Canada reserves the right, with the Régie's consent, to cancel or suspend the sweepstake in the event that fraud, a virus, a bug or any other cause beyond CMI/CFMOTO Canada's control would affect the security, impartiality or administration of the sweepstake.

14. PROTECTION OF PRIVACY AND PUBLICITY

- 14.1. By accepting the prize, the winner grants to the exempt parties and their subsidiaries and affiliates, promotion and advertising agencies and representatives the right to use his name, biographical information, image, photo or likeness and statements in order to achieve the programming, promotional, commercial and advertising goals related to the sweepstake, at any time, on all known or future media, worldwide, including but not limited to, the web, on social media or in newsletters, without notice, review or approval and without further compensation, except where prohibited by law.
- 14.2. By accepting the prize, the winner grants to CMI/CFMOTO Canada or its designated representative the authorization to photograph him at the time of prize attribution on site.
- 14.3. CMI/CFMOTO Canada respects your right to privacy. Personal information collected from entrants will only be used by CMI/CFMOTO Canada if consent is actively given at the time of entry, to provide entrants with information about CMI/CFMOTO Canada's upcoming promotions and events.
- 14.4. For more information on how the CMI/CFMOTO Canada collects, uses and discloses personal information, please read carefully the privacy policy at <https://boutique.cfmoto.ca/en/confidentiality>.

15. LEGAL NOTICE

- 15.1. The sweepstake is governed by the provincial laws of Quebec and Canadian federal laws.
- 15.2. CMI/CFMOTO Canada and the selected entrant hereby acknowledge the jurisdiction of the courts of that province, with respect to the determination of any question or dispute arising out of the official rules or sweepstake and agree that any decision of such type must be brought exclusively before such courts.
- 15.3. Any dispute regarding the organization or conduct of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux to obtain a ruling.
- 15.4. Any litigation related to the awarding of a prize can be submitted to the Régie des alcools, des courses et des jeux only for the purpose of helping the parties reach a settlement.
- 15.5. The nullity or unenforceability of any provision of the official rules does not affect the validity or enforceability of any other provision.
- 15.6. If any provision of the official rules is declared invalid or otherwise unenforceable or illegal, the official rules remain in effect and shall be interpreted on its terms as if the invalid or illegal provision was not part of it.
- 15.7. In the event of any difference of incompatibility between the terms of these rules and the communications or other statements contained in any material associated with the sweepstake, including but not limited to: entry forms, websites, points of sale, social media, print or online advertisements, the terms of these rules shall prevail.

16. FACEBOOK AND INSTAGRAM POSTS

- 16.1. This sweepstake is in no way sponsored, endorsed, administered by or associated with Facebook or Instagram.
- 16.2. Entrants are aware of the fact that they are providing their information to CMI/CFMOTO Canada, not to Facebook or Instagram.
- 16.3. By participating in the sweepstake, each participant releases Facebook and Instagram from any liability relating to costs, claims, damages (including, but not limited to, special, incidental or consequential damages) or any other damages, attributable negligence or other suffered by any person or property (including, but not limited to, death or any violation of personal rights, for example violation of the protection of privacy, or defamation), arising, in whole or in part, directly or indirectly, from participation in the sweepstake or any activity related to the sweepstake or

prize, or from the use or misuse of the prize, during an activity organized by CMI/CFMOTO Canada or any third party.

17. USE OF MASCULINE PRONOUNS

The use of masculine pronouns in the official rules is inclusive of people identifying as women.