

## **The BC BIKE RIDE & ROCKY MOUNTAIN BICYCLE CONTEST**

**THIS CONTEST IS A GLOBAL CONTEST BUT EXCLUDES  
FLORIDA & QUEBEC AND IS GOVERNED BY CANADIAN  
LAW**

**Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.**

### **1. CONTEST PERIOD:**

The *BC BIKE RIDE + Rocky Mountain Bike Contest* (the “**Contest**”) begins on March 4<sup>th</sup>, 2020 at 9:00:00 a.m. Pacific Standard Time (“**PST**”) and ends on April 15, 2020 at 11:59:59 p.m. ET (the “**Contest Period**”).

### **2. ELIGIBILITY:**

Contest is open only to residents In North America (residents of Quebec and Florida are excluded from entry in this contest) who have reached the legal age of majority in their province or territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are living, whether related or not) of BC Bike Race, BC bike Ride & Rocky Mountain Bicycles (the “**Sponsor**”), its affiliated companies, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the “**Contest Parties**”).

### **3. AGREEMENT TO BE LEGALLY BOUND BY RULES:**

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “**Rules**”).

### **4. HOW TO ENTER:**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT IN ANY WAY WHATSOEVER INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST. There are two (2) ways to earn a maximum of one (1) Entry (each, an “**Entry**” and collectively, the “**Entries**”) as follows:

- BC Bike RIDE website:** To enter, sign on to [www.bcbikeride.com](http://www.bcbikeride.com) and hit the Contest page button. Link through to the survey & answer the 3 questions, name, email, how/where do you get your mountain bike news from. After hitting submit your entry has been made. One entry per person.
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- Alternative Method of Entry:** Alternatively, you can earn one (1) Entry by printing your first name, last name, telephone number and complete mailing address (including postal code) on a plain white piece of paper and mailing it (in an envelope with sufficient Canadian postage) BC Bike Race #204-188 Pemberton Ave, North Vancouver, BC V7P 2R5 (the “**Request**”). Upon receipt of a valid Request submitted and received in accordance with these Rules, you will be eligible to receive one (1) Entry in the Contest. To be eligible, the Request you submit must: (i) be received separately in an envelope bearing sufficient Canadian postage (i.e. multiple Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received prior to the Draw Date (as defined in Rule 8 below).

The Sponsor’s decisions with regards to all aspects of the Contest – including, but not limited to, the whether or not an eligible entrant is eligible to earn an Entry – are final and binding without right of appeal.

### **5. ENTRY LIMIT:**

**There is a limit of one (1) Entry per person (regardless of the method of entry).** If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry (regardless of the method of entry); and/or (ii) use multiple names, multiple identities, multiple App accounts, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor’s interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties, BC Bike RIDE and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries or Requests (all of which are void).

## 6. VERIFICATION:

All Entries, Requests, entrants, data and other information is subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Request, Performance History, data and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

## 7. THE GRAND PRIZE:

There will be a total of one (1) Grand Prize (the "**Grand Prize**") available to be won in this Contest. Grand Prize consists of one BC Bike RIDE tour. Your choice of the RIDE North, RIDE Kootenays, RIDE Coast, RIDE Okanagan. SUBJECT TO AVAILABILITY. NO cash value & not transferrable to anyone other than the winner. + a Rocky Mountain Instinct C50 – No Cash Value (2) (i) transportation & accommodation before and after the event & to BC is not included. (1) legal age of winner must be 19 years of age. The total approximate retail value of the Grand Prize is \$10,000 CAD.

Without limiting the generality of the foregoing, the following general conditions apply to the Grand Prize: (i) Grand Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor's option; (iii) all travel related to the Grand Prize must occur within the dates specified by the Sponsor (otherwise the Grand Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (iv) the confirmed winner and his/her Guest must: (a) travel on same itinerary; and (b) have all necessary documentation to permit travel; (v) the costs of everything not specifically and expressly stated above as included in the Grand Prize are the sole and absolute responsibility of the confirmed winner and his/her and Guest, including, without limitation: meals and drinks; gratuities; entertainment; health and travel insurance; transportation for confirmed winner and his/her Guest to and from the Canadian location selected by the Sponsor; additional transportation; baggage and other fees; and items of a personal nature (NOTE: confirmed winner and/or his/her Guest may be required to present a valid major credit card in his/her name at the time of hotel check-in to cover any incidental expenses); (vi) if the confirmed winner and/or his/her Guest do not utilize any part(s) of the Grand Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Grand Prize or any component thereof; and (b) substitute the Grand Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (viii) all travel arrangements relating to the Grand Prize must be made through the Sponsor or its designated agents; (ix) by accepting the Grand Prize, the confirmed winner agrees to waive all recourse against the Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part; and (x) the confirmed winner's Guest must: (a) be of the legal age of majority in his/her jurisdiction of residence; and (b) sign and return the Sponsor's release (by the date indicated on the release form) indicating (among other things) that he/she waives all recourse against the Released Parties relating to his/her participation in the Grand Prize (including, without limitation, any travel related thereto).

It is strongly recommended and encouraged that the confirmed winner obtain sufficient personal travel and medical insurance prior to departure. Transportation is subject to availability, blackout periods, government restrictions and regulations and other transportation restrictions and regulations.

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Grand Prize – including, but not limited to any element(s) associated with the Event. Neither the confirmed winner nor his/her Guest nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. The Sponsor will not replace any lost or stolen tickets. Changes to transportation and/or passenger names are not accepted once bookings have been confirmed.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Grand Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the Grand Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Grand Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

## 8. ELIGIBLE WINNER SELECTION PROCESSES:

On April 15th, 2020 (the “**Draw Date**”) in Vancouver , BC at approximately 12:00 p.m. PST, one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules. The first eligible entrant randomly selected will be eligible to win the Grand Prize (subject to compliance with these Rules).

## 9. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the eligible winner within seven (7) business days of the Draw Date. If the eligible winner cannot as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Grand Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible winner in accordance with the applicable procedures outlined in Rule 8 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## 10. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS THE CONFIRMED GRAND PRIZE WINNER, the eligible winner will be required to: (a) correctly answer a mathematical skill-testing 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, by telephone, or in the Sponsor’s form of declaration and release); and (b) sign and return within five (5) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Grand Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Grand Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, city, province/territory, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If the eligible winner: (a) fails to correctly answer the skill- testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Grand Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Grand Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible winner in accordance with the applicable procedures outlined in Rule 8 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## 11. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Request, data and/or other information to be received, captured or recorded (or to otherwise work properly) for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant’s or any other person’s computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to cancel, withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. 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.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Contest and contacting for future interest in business. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.