

**THIS CONTEST IS OPEN ONLY TO RESIDENTS OF CANADA  
AND IS GOVERNED BY CANADIAN LAW**

**1. KEY DATES:**

The TIMBER MART Do Anything. Go Anywhere Off-Road Vehicle Giveaway Contest (the “**Contest**”) begins on September 11, 2019 and ends on October 27, 2019 (the “**Contest Period**”).

**2. ELIGIBILITY TO ENTER:**

The Contest is open only to residents of Canada who have reached the legal age of majority in their province/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 Polaris Industries Limited and TIMBER MART Retail Services Ltd. (each, a “**Sponsor**” and collectively, the “**Sponsors**”), LoyaltyOne, Co., their respective parent companies, subsidiaries, associated and affiliated entities, 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, the “**Contest Parties**”).

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

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

**4. PARTICIPATING LOCATIONS:**

For the purposes of this Contest, you must visit a participating TIMBER MART location in Canada (each, a “**Participating Location**” and collectively the “**Participating Locations**”). To find a Participating Location near you and for information on store hours, visit: [timbermart.ca/Polaris](http://timbermart.ca/Polaris)

**5. REGIONS:**

For the purposes of this Contest, there will be four (4) Regions (each, a “**Region**” and collectively, the “**Regions**”), as follows: (i) Atlantic Canada (NS, NB, PEI, NFLD); (ii) Quebec; (iii) Ontario; and (iv) West (MB, SK, AB, BC, NWT, NV, YK). All decisions regarding the Region into which an Entry (as defined below in Rule 6) is allocated will be based on the province/territory of the applicable Participating Location and will be made by the Sponsors, in their sole and absolute discretion, and will not be subject to consultation or challenge.

**6. HOW TO OBTAIN A BALLOT AND ENTER:**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST. To enter, visit a Participating Location during regular store hours and request one (1) Ballot (each, a “**Ballot**”), while supplies last. Alternatively, you can print a copy of the Ballot by visiting [timbermart.ca/Polaris](http://timbermart.ca/Polaris). Next, fully complete the Ballot with all required information and deposit the fully completed Ballot in the Official Ballot Box provided on-site at a Participating Location to earn one (1) Entry (each, an “**Entry**” and collectively, the “**Entries**”) in the applicable Region. To be eligible, your Entry must be submitted and received in accordance with these Rules at a Participating Location during regular store hours. All eligible Entries submitted and received in accordance with these Rules will be entered into the random prize draw for the applicable Region. Only Official Ballots (as determined by the Sponsors in their sole and absolute discretion) will be considered valid for the purposes of this Contest.

**7. ENTRY LIMIT AND CONDITIONS:**

**There is a limit of one (1) Entry per person, per day.** If it is discovered by the Sponsors (using any evidence or other information made available to or otherwise discovered by the Sponsors) that any person has attempted to: (i) obtain more than one (1) Entry per day; and/or (ii) use multiple names, multiple identities and/or any other means not in keeping with the Sponsors’ interpretation of the letter and 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 Sponsors. The Contest Parties 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 or incomplete Ballots/Entries (all of which are void). A Ballot/Entry may be rejected if, in the sole and absolute discretion of the Sponsors the Ballot/Entry is not submitted and received in accordance with these Rules at a Participating Location during regular store hours.

**8. VERIFICATION:**

All Ballots, Entries and entrants are subject to verification at any time and for any reason. The Sponsors reserves the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors – 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 Ballot, Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsors deem necessary, in their sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsors’ interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsors within the timeline specified by the Sponsors may result in disqualification in the sole and absolute discretion of the Sponsors. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsors.

## 9. PRIZES:

There will be a total of five (5) Prizes (each, a “**Prize**” and collectively, the “**Prizes**”) available to be won in this Contest – with: (i) one (1) Grand Prize available to be won nationally (regardless of Region); and (ii) one (1) Secondary Prize available to be won per Region.

**Grand Prizes:** There will be one (1) Grand Prize (a “**Grand Prize**”) available to be won consisting of one (1) Polaris Sportsman 570. The approximate retail value of the Grand Prize is \$7,999 CAD.

The Grand Prize includes destination/freight charges and all applicable fees and taxes related to the vehicle. 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 or convertible to cash (except as may be specifically permitted by Sponsors in their sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsors’ option; (iii) Sponsors reserve the right at any time to 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 Sponsors’ sole discretion, a cash award; (iv) colour and other specifics of the Grand Prize will be at the sole and absolute discretion of the Sponsors and subject to availability; (v) manufacturer’s standard warranty, if any, applies to the Grand Prize; (vi) upon notification, the confirmed Grand Prize winner may, in the sole and absolute discretion of the Sponsors, be required to personally take delivery of his/her Grand Prize from a location in Canada reasonably close to his/her place of residence as determined by Sponsors, in their sole and absolute discretion, and will be required to present adequate personal identification (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification); (vii) Grand Prize will not be released unless and until the confirmed Grand Prize winner first shows proof (in a form acceptable to the Sponsors) of having all legally required license and insurance documents; (viii) confirmed Grand Prize winner is solely responsible for all expenses that are not included in the Grand Prize description above, including, but not limited to, registration and license fees, insurance, additional accessories and all other costs associated with: (a) any upgrade or option package(s) that he/she may request (and that may be permitted by Sponsors in their sole and absolute discretion); and/or (b) obtaining a valid license, license plates, registration, insurance and/or fuel.

**IMPORTANT NOTE:** If the confirmed Grand Prize winner elects to register his/her Polaris Sportsman 570 within one (1) calendar year of the date on which the Grand Prize was originally awarded to the confirmed Grand Prize winner by the Sponsors, then the Sponsors will reimburse the confirmed Grand Prize winner for any taxes associated with such registration. For the avoidance of any doubt, the Sponsors will not reimburse the confirmed Grand Prize winner for any taxes if: (i) the confirmed Grand Prize winner elects not to register his/her Polaris Sportsman 570; and/or (ii) the confirmed Grand Prize winner elects to register his/her Polaris Sportsman 570– but, does so after one (1) calendar year of the date on which the Grand Prize was originally awarded to the confirmed Grand Prize winner by the Sponsors.

**IMPORTANT NOTE:** THE APPROXIMATE RETAIL VALUE OF THE GRAND PRIZE NOTED ABOVE IS CURRENT AS OF AUGUST 2019. UNDER NO CIRCUMSTANCES WHATSOEVER WILL ANY DIFFERENCE BETWEEN THE ACTUAL RETAIL VALUE OF THE GRAND PRIZE AS AT THE TIME OF FULFILLMENT OR OTHERWISE AND THE APPROXIMATE RETAIL VALUE OF THE GRAND PRIZE NOTED ABOVE BE AWARDED. FOR THE AVOIDANCE OF ANY DOUBT, THE GRAND PRIZE CONSISTS OF THE VEHICLE ONLY AND NOT THE ACTUAL VALUE OF THE VEHICLE.

**Secondary Prizes:** In each Region, there will be one (1) Secondary Prize (a “**Secondary Prize**”) available to be won consisting of 2000 AIR MILES®† Reward Miles. The approximate retail value of each AIR MILES Reward Miles prize depends on the chosen method of redemption, available Reward options at the time of redemption, and the set preference between AIR MILES Cash and AIR MILES Dream balances. If redeemed with AIR MILES Cash, 95 Cash Miles can be used in-store for \$10 towards purchases at participating AIR MILES Partners or 95 Cash Miles can be used online for eVouchers for \$10 worth of value at participating Reward Partners. If redeemed for flights (1200 Reward Mile minimum required for flight redemption), value depends on destination chosen, date of travel and use of multiple carriers or suppliers. For example, one return economy flight in low season departure from Toronto, Ontario to Winnipeg, Manitoba is 2000 AIR MILES Reward Miles and has an approximate value of \$525.00 (Canadian) excluding taxes. Winner must pay applicable taxes, related transportation fees, governmental levies, excess baggage and other non-ticket costs. The value of AIR MILES Reward Miles used for non-flight Reward options depends on Reward options in effect at the time of redemption. AIR MILES Reward Miles prize is subject to the terms and conditions of the AIR MILES Reward Program as amended from time to time. AIR MILES Reward Miles prize is not transferable or convertible to cash and must be accepted as awarded.

If a potential winner of AIR MILES Reward Miles is not an AIR MILES Collector, he/she may enroll in the AIR MILES Reward Program by visiting [airmiles.ca](http://airmiles.ca). By enrolling to become an AIR MILES Collector you agree to be bound by the terms and conditions of the AIR MILES Reward Program as amended from time to time.

®†Trademarks of AM Royalties Limited Partnership used under license by LoyaltyOne, Co. Partner, Supplier and Retailer trademarks are owned by the respective Partner, Supplier and Retailer or authorized for their use in Canada.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsors or any of the other Released Parties should his/her 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 a Prize, each confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

THERE IS A LIMIT OF ONE (1) PRIZE PER PERSON.

## **10. ELIGIBLE WINNER SELECTION PROCESS:**

### **Grand Prize:**

On November 14, 2019 (the “**Selection Date**”) in Halifax, NS at approximately 1:00 p.m. AT, one (1) eligible Grand Prize winning 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 eligible entrant associated with the first eligible Entry randomly selected will be eligible to win the Grand Prize (subject to compliance with these Rules). All decisions in this regard will be made by the Sponsors in their sole and absolute discretion.

### **Secondary Prizes:**

On the Selection Date in Halifax, NS at approximately 1:05 p.m. AT, one (1) eligible Secondary Prize winning entrant per Region will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules in each Region. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules in each Region. The eligible entrant associated with the first eligible Entry randomly selected in each Region will be eligible to win a Secondary Prize (subject to compliance with these Rules). All decisions in this regard will be made by the Sponsors in their sole and absolute discretion.

## **11. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsors or their designated representative(s) will make a minimum of three (3) attempts to contact each eligible winner within five (5) business days of the Selection Date. If an eligible winner cannot be contacted as outline above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsors, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsors reserve the right, in their sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize in accordance with the applicable procedures outlined in Rule 10 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## **12. ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSORS OFFICIALLY CONFIRM HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS A WINNER OR AN ELIGIBLE WINNER. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, each 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 Sponsors, be administered online, by email or other electronic means, by telephone, or in the Sponsors’ form of declaration and release); and (b) sign and return within three (3) business days of notification the Sponsors’ declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Sponsor and all of the other 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 applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, city and province/territory of residence, 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 Sponsors in any manner or medium whatsoever, including print, broadcast or the internet. If an 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 applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsors in their sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsors reserves the right, in their sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant for the applicable Prize in accordance with the applicable procedures outlined in Rule 10 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## **13. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsors with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSORS TO BE IN VIOLATION OF THE SPONSORS’ 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 SPONSORS AT ANY TIME.

The Released Parties will not be liable for: (i) any failures, malfunctions or other problems of any nature whatsoever; (iii) the failure of any Ballot, Entry or other information to be received, captured or recorded for any reason whatsoever; (iii) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (iv) any combination of the above.

The Sponsors reserve the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to 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 Sponsors that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, 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 Sponsors in their sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law. The Sponsors 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 Sponsors reserve the right, in their 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 Sponsors, their agents and/or representatives, storing, sharing and using the personal

information submitted for the purpose of administering the Contest and in accordance with each Sponsor's privacy policy (available at: <http://www.timbermart.ca/privacy-policy> and <http://www.polaris.com/en-us/company/privacy.aspx>). This section does not limit any other consent(s) that an individual may provide a Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsors reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsors, for purposes of verifying compliance by any entrant, Ballot, Entry and/or other information with these Rules, or as a result of any problems, or in light of any other circumstances which, in the opinion of the Sponsors, in their sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

For Quebec residents: *Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux 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.*

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, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsors, 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.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsors 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.