



## CONTEST RULES – "CASH BACK" CONTEST

### FOR \$5,000 PAYMENT AGAINST PURCHASE PRICE OF AN RV

#### Official Rules (the "Rules" or the "Contest Rules")

##### 1. Contest Period

This "CASH BACK" Contest (the "Contest") is run by the Ontario RV Dealers Association ("ORVDA") and will take place from October 14, 2022 at 10:00 am (ET) to October 16, 2022 at 11:59 pm (ET) in respect of the Toronto Fall RV Show & Sale. (the "RV" Show) The sole determinant of time will be ORVDA. (the "Contest Period").

##### 2. Eligibility

The Contest is open only to residents of the province of Ontario (and specifically excludes residents of Quebec) who are 18 years of age or older and have an address in Ontario (and not Quebec) at the time of entry.

The Contest is not open to employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of ORVDA and any members of ORVDA and each of their respective parent companies, subsidiaries, affiliates, dealers, advertising/promotion agencies and any entity involved in the development, production, implementation, administration, judging or fulfillment of the Contest and their respective directors, officers and agents (collectively, the "Contest Parties").

##### 3. How to Enter

You must attend in person at the RV Show and proceed as follows:

**PURCHASE:** An eligible entrant will automatically earn one (1) entry (the "Entry") with the purchase by way of binding Sales Agreement of a new, demo or used Recreational Vehicle ("RV") (each, an "Eligible RV") from an ORVDA Dealer Member (for a list of Dealer Members see [Ontario RV Dealers Association \(ontariorvda.ca\)](http://ontariorvda.ca)) at the RV Show during the Contest Period (each, an "Eligible Purchase"). The binding Sales Agreement must be attached to the Entry form which must (i) be returned to the Dealer Member during the RV Show and (ii) be received during the Contest Period. You must arrange satisfactory financing for such purchase to be eligible to receive the Prize.

**NO PURCHASE NECESSARY AT THIS RV SHOW:** To obtain one (1) Entry in the Contest without making an Eligible Purchase at this RV Show, you can register in person during this RV Show. You will be required to provide your first name, last name, telephone number, complete mailing address (including postal code), age and email address, along with a 100 word or more original essay (the "Essay") on why you like to vacation or travel via RV or why you are a camping enthusiast and/or want to participate in this Contest. Upon receipt of your Entry form in accordance with these Rules you will receive one (1) Entry in the Contest. To be eligible, your Entry form

must: (i) be returned separately to a Dealer Member during the RV Show and/or given to the Show Management Office during the RV Show and (ii) be received during the Contest Period.

The decisions of ORVDA with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries, Eligible Purchases, Eligible RVs and/or entrants.

The Contest Parties take no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Entry forms including those mail-in (all of which are void). There is a limit of one (1) Entry per person permitted for the Contest, regardless of the method of entry. If it is discovered that any person has attempted to: (i) obtain more than one (1) Entry (regardless of the method of entry); and/or (ii) use (or attempt to use) multiple names and/or identities to participate in the Contest; then (in the sole and absolute discretion of ORVDA) he/she may be disqualified from the Contest. All Entries, Eligible Purchases, Eligible RVs and/or entrants are subject to verification at any time and for any reason. ORVDA reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to ORVDA — including, without limitation, government issued photo identification) to participate in this Contest. Failure to provide such proof to the satisfaction of ORVDA in a timely manner may result in disqualification.

#### **4. Prize**

There will be one (1) prize available to be won consisting of a \$5,000 payment by ORVDA to an ORVDA Dealer Member against an RV purchase from such ORVDA Dealer Member to reduce the purchase price of the relevant RV purchased from that Dealer Member, as follows:

(a) payable by ORVDA against the Eligible Purchase of an Eligible Vehicle in the form of a CASH BACK payment made to the ORVDA Dealer Member which entered into the Sales Agreement for the Eligible Vehicle to reduce the purchase price by \$5,000 or if the purchase price is less than \$5,000 for the amount of the purchase price up to a maximum of \$5,000. You must arrange satisfactory financing for such purchase to be eligible to use the Prize for such purchase;  
or

(b) a CASH BACK voucher for use against the purchase of an RV in the form of a CASH BACK payment by ORVDA made to the ORVDA Dealer Member which enters into the Sales Agreement for this RV to reduce the purchase price by \$5,000 or if the purchase price is less than \$5,000 for the amount of the purchase price up to a maximum of \$5,000. To be eligible, such RV purchase must be made at the RV Show sponsored by ORVDA in the same city the year following this Contest at this RV Show and must be with an ORVDA Dealer Member at that show. This period is not extendible. You must arrange satisfactory financing for such purchase to be eligible to use the Prize for such purchase.

(the "Prize").

The Prize must be accepted by the winner as described in these Contest Rules. The Prize is effectively a reduction in the purchase price of an RV from an ORVDA Dealer Member. It may not be transferred to another person or for another RV purchase. It cannot be substituted for another prize, or exchanged in full or in part for cash.

## **5. Random Draw**

On October 20, 2022 (the "Draw Date") in Freelon, Ontario at approximately 3:00 p.m. ET, one (1) eligible entrant will be selected by random draw from among all eligible Entries received in accordance with these Rules.

The odds of winning depend on the number of eligible Entries received in accordance with these Rules from the beginning of the Contest Period.

ORVDA or its designated representative will make a minimum three (3) attempts to contact the selected entrant by telephone or email (using the information provided at the time of entry) within five (5) business days of the Draw Date (the "Notification"). If the selected entrant cannot be contacted within five (5) business days of the Draw Date, or if there is a return of any Notification as undeliverable or if the selected entrant fails to correctly answer the skill-testing question; fails to return the properly executed Contest documents within the specified time; and/or cannot accept the Prize as awarded for any reason; then he/she will be disqualified (and will forfeit all rights to the Prize). ORVDA reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such new eligible entrant).

## **6. Winner Confirmation**

To be declared a winner, the selected entrant must first:

- (a) reply to the Notification within 5 days of the date of the contact as set out above;
- (b) correctly answer, without mechanical or other aid, a time-limited, mathematical skill-testing question, posed by telephone at a mutually convenient time;
- (c) execute and return within 10 days of it being sent, the Declaration of Compliance with Consent Rules and Liability/Publicity Release confirming his/her understanding of, compliance with and acceptance of these Contest Rules and acceptance of the Prize and a release of all liability satisfactory to ORVDA, releasing the Contest Parties from any liability arising from or connected with the Contest or the awarding or accepting or using of any aspect of the Prize or any purchased RV or use thereof;
- (d) execute and return within 10 days of it being sent, the Publicity Release consenting to ORVDA's use of entrant's name, city of residence and photograph or other likeness for advertising and publicity without further compensation. In any event, the winner agrees to the publication, reproduction and/or other use of his/her name, address, 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 ORVDA in any manner whatsoever, including print, broadcast or the internet.

The name of the winner may be posted at any website operated by or on behalf of ORVDA or in social media for or on behalf of ORVDA and to the public in general for a period after the Contest Period.

## **7. Release of Liability**

The Contest Parties will not be liable for the failure of any Entry to be received or recorded for any reason. ORVDA reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of ORVDA that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by ORVDA in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, ORVDA reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Contest Parties will not be liable for any: failure of or problems with the Internet; problems or technical malfunction of any telephone network or lines, computer online systems, servers, access providers, computer equipment or software, or mail delivery; failure, interruption or delay of any entry (including content download) or email or mail to be transmitted or received or processed, including failure resulting from technical, human or other error or theft; technical problems or traffic congestion on the Internet or at any website or combination thereof, including injury or damage to an entrant's computer or to any other individual's computer (or any information/data stored thereon) related to or resulting from participating in, or downloading any material, regarding the Contest or a prize; the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; any communication not received for any reason, including without limitation due to an entrant's email filter, email system, internet connection or telephone voicemail services; and late, lost misdirected, or unsuccessful efforts to notify a potential winner.

## **8. Dispute Regarding Time**

In the event of a dispute, entries will be deemed to have been submitted when provided to an ORVDA Dealer Member or the Show Management Office at the RV Show and received by ORVDA from the relevant ORVDA Dealer Member or the Show Management Office during the RV Show during the Contest Period. The sole determinant of the time for the purposes of a valid entry in this Contest will be ORVDA.

## **9. Inappropriate Conduct**

ORVDA reserves the right, in its discretion, to disqualify any entrant it finds to be tampering or attempting to tamper with the entry process or the operation of the Contest or otherwise acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person. Any attempt by an entrant or any other individual to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws. Should any such attempt be made, ORVDA reserves the right to seek remedies and damages to the fullest extent permitted by law.

## **10. Personal Information and Privacy**

By entering the Contest, entrants consent to the collection, use and disclosure of their personal information for the purpose of administering the Contest by ORVDA. With the consent obtained on the Contest entry form, ORVDA will also use your personal information to send you

information about ORVDA's products, services, Dealer Members and promotional offers. At any time the entrant may unsubscribe to such information.

ORVDA's Online Privacy Policy which can be found at any website operated by or on behalf of ORVDA as relevant to this Contest will also govern the use of all personal information collected in connection with this Contest.

Entrants may be given the option to receive commercial emails and/or other communications from ORVDA or other parties; however, eligibility to participate in this Contest is not dependent upon an entrant's consent to receive any such emails and communications, and consenting to receiving such emails and communications will not impact an entrant's chances of winning. ORVDA will not send informational or marketing communications to entrants, unless entrants expressly consent to receive such communications through an opt-in mechanism. Entrants may at any time opt out of receiving such materials by following the unsubscribe instructions provided at the bottom of any of these communications.

## **11. Rules Govern**

In the event of any discrepancy or inconsistency between these Contest Rules and disclosures or other statements contained in any Contest related materials, including, without limitation, the Contest entry form, these Contest Rules shall prevail, govern and control.

## **12. Miscellaneous**

All Entries become the property of ORVDA and will not be returned. No correspondence about the Contest will be made with or entered into except with the selected entrants.

This Contest is subject to all applicable federal, provincial and municipal laws. This Contest, and all issues concerning the construction, validity, interpretation, and enforceability of these Contest Rules and the other contract terms, are governed by the laws of the province of Ontario and, by submitting an entry or accepting a prize, each entrant submits to the exclusive personal jurisdiction and venue of the courts of Ontario. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Contest Rules and all decisions of ORVDA and any independent contest judge, which shall be final and binding in all matters relating to the Contest and the awarding of the Prize.

ORVDA reserves the right, in its sole and absolute discretion, to cancel, terminate, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason. at any time and in any way, without prior notice. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, ORVDA reserves the right to terminate the Contest and may conduct a random draw from all eligible entries received prior to the date of termination.

ORVDA reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant, Entry, Eligible Purchase and/or Eligible RV with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of ORVDA, in its sole and absolute discretion, affect the proper

administration of the Contest as contemplated in these Rules, or for any other reason. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest materials; the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by applicable law.

This Contest is void in Quebec and where prohibited by law. Residents of the province of Quebec are not eligible. This Contest is for Residents of the province of Ontario only.

ANYONE DETERMINED TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF ORVDA AT ANY TIME.