

# ARC'TERYX EQUIPMENT, A DIVISION OF AMER SPORTS CANADA INC.

## ARC'TERYX MAKATEA ONLINE CONTEST

### Official Rules and Regulations

ARC'TERYX Equipment, A Division of Amer Sports Canada Inc., having its registered office at 110 - 2220 Dollarton Highway, North Vancouver, British Columbia, Canada, V7H 1A8 and registered under N° BC1040997 at British Columbia, Canada (hereafter "ARC'TERYX") is organizing a free contest named the ARC'TERYX ALPCON ONLINE CONTEST (the "Contest"). Participation in the Contest implies that participants accept the provisions of these regulations. Any participant who do not accept the provisions of these regulations or who act in a fraudulent or unfair manner (to be determined at the sole discretion of ARC'TERYX) may be excluded from the Contest at any time.

### Contest Period

The Contest begins at 3:00 pm CET on November 13th, 2020 and ends at 3:00 pm CET on November 27th, 2020. (the "Contest Period"). Any entries sent and/or received after the closing time and date will not be considered.

### Conditions of Participation

Participation to the Contest is free and no purchase is necessary to enter or win. The Contest is open to participants (hereinafter referred to as "Participants") who must be the age of majority in his or her state, country, or province of residence and are legal residents of Canada, the fifty (50) United States, including the District of Columbia, and Albania, Germany, Andorra, Austria, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Denmark, Spain, Estonia, Finland, France, Greece, Hungary, Iceland, Ireland, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Montenegro, Norway, Netherlands, Poland, Portugal, Czech Republic, Romania, United Kingdom, San Marino, Serbia, Slovakia, Slovenia, Sweden, Switzerland, Ukraine and Vatican. The Contest is not open to anyone who does not meet the conditions referred to above or to directors, executives, employees, representatives, agents or mandataries of ARC'TERYX, AMER SPORTS SA or of any company that is under its control or that controls it, or to anyone involved in the implementation and promotion of the prize draw and / or the Contest including any members of their families (of any age) and any household members, and ARC'TERYX reserves the right to request that all Participants provide proof of the entry conditions. Anyone failing to fulfill the entry conditions or refusing to provide proof of them will be excluded from the Contest and may not claim the prize in the event that she/he wins it. In order to participate, the Participants must have access to the internet and have a valid email address.

### How to Participate

Eligible participants must enter the Contest by opting in as an ARC'TERYX email subscriber, through [<https://arcteryx.typeform.com/to/qgcB5C>].

1. Enter your contact details.



The winner will be drawn by an Arc'teryx employee, November 30th, 2020, between 8:00-15:00 pm CET.

## Privacy

By entering the Contest, Participants are agreeing to the collection, use and disclosure of their personal information for the purposes of administering the Contest and, if they have provided their consent, to receive ARC'TERYX marketing emails. Participants may unsubscribe at any time. ARC'TERYX will never sell, trade, rent, or loan this personal information to any other organizations. ARC'TERYX will protect the entrant's Personal Information in a manner that is consistent with their Privacy Policy.

Any Participant has the right to access, rectify and remove data concerning them. In order to do so, Participant may contact customer services at the following address: ARC'TERYX – 110 - 2220 Dollarton Highway, North Vancouver, British Columbia, Canada, V7H 1A8

## Prize

There is three (3) prizes available, to be drawn November 30th, 2020.

Three (3) winner will be drawn and receive one (1) Arc'teryx Atom LT jacket. Retail value: EUR 250.

*\*\*No purchase necessary. One entry per person.*

*Open to legal residents of the countries mentioned above who are of legal age of majority, some restrictions apply. Contest closes on November 27th at 3:00pm CET.*

*Prize fulfillment from Arc'teryx Marketing team. Winners will be contacted via their email address.*

## Winner Selection

The Winner(s) shall be selected as follows:

One (1) potential winner will be selected by random draw. The chances of being selected depend upon the number of eligible participants. The selected participant will be notified by email until December 4th, 2020.

Each Participant shall be eligible to win only one (1) prize. Participants do not have to be present at the draw in order to qualify to win.

The Winner(s) acknowledge the right of ARC'TERYX, and their respective agents' to publish or broadcast the winners' pictures, names and statements without charge or further compensation other than the prize offered.

CANADIAN RESIDENTS ONLY: If an eligible Canadian entrant is selected as a potential winner, he/she will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question administered by telephone at a pre-arranged, mutually convenient time before being declared a winner. If a selected Canadian potential winner cannot be reached by telephone within a reasonable time period or fails to correctly answer the skill-testing question, as determined at the sole discretion of ARC'TERYX, he/she may be disqualified, and ARC'TERYX will select another potential winner from the pool of eligible entries for that drawing.

## Redeeming the Prize

The Winner will then be contacted by email by a member of the ARC'TERYX team. Upon notification, the Winner(s) must respond to the email or to the contact number provided in the notification within five (5) business days. If the Winner doesn't respond in accordance with the Contest Rules and don't give all the compulsory information as detailed hereafter, his/her prize will be forfeited.

To be declared a winner, a selected participant may be required to sign a declaration and release to: (a) confirm compliance with the official rules and regulations; (b) release ARC'TERYX from all liability; (c) accept the prize as awarded; and (d) consent to the use of the Winner's name, city of residence, likeness

and/or image, and statement for publicity purposes in all medium and without further compensation to the Winner.

## Assumption of Risks and Release of Liability

Participants understand that the use of ARC'TERYX's outdoor performance products involves certain risks (including the risk of personal injury or death, or property loss or damage) some of which are foreseeable but others of which are not. Participants voluntarily accept and assume full responsibility for any risks, loss, or property damage that they may sustain, or any loss or damage to their property resulting from the use of ARC'TERYX's outdoor performance products.

By entering, all participants agree to abide by the official rules and regulations and decisions of the contest organizers which are final.

ARC'TERYX reserves the right in its sole discretion to cancel or suspend the contest for any reason or should causes beyond the control of ARC'TERYX corrupt the administration, security, fairness, integrity or proper conduct of the Contest.

ARC'TERYX shall accept no responsibility whatsoever if, in the case of force majeure or events beyond its control or out of justified necessity, it is obliged to cancel, curtail, defer, postpone or amend the conditions of the said prize draw and / or contest, its responsibility will not be invoked in such circumstances. In all events it reserves the right to prolong the length of the Contest. In particular, ARC'TERYX assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction to or unauthorized alteration of the entries. ARC'TERYX is not responsible for (i) any problems or technical malfunctions of any telephone network or lines, computer on-line systems, servers, or providers, computer equipment, software; (ii) the failure of any e-mail or entry to be received by ARC'TERYX on account of technical problems or traffic congestion on the Internet or at any web site; or (iii) any combination thereof, or if the information provided by Participants should be destroyed for any reason beyond its control.

By entering the Contest, entrants release ARC'TERYX and their respective affiliates, sponsors, advertising and promotion agencies and the immediate family and household members of the above, and each of their respective affiliated companies, directors, officers, employees, representatives and agents, where permitted by law, from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind arising out of or in connection with the Contest or with the acceptance, possession, or use of any prize (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light).

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

It is specified that ARC'TERYX cannot be held responsible for any direct or indirect damage from any interruption or malfunction whatsoever, suspension or the end of the contest, for any reason whatsoever or from any direct or indirect damage which may occur, in any way whatsoever, from logging on to the website. Each Participant takes responsibility for taking all appropriate measures to protect their own data and / or software stored on their computer equipment against any external violation or attack. Accessing the Website and participation in the contest is entirely the responsibility of the individual Participant. ARC'TERYX reserves the right to take legal action against any fraudulent person or anyone attempting to commit fraud. It shall not incur responsibility of any kind with regard to players in the event of any fraud being committed.

ARC'TERYX may cancel all or part of the contest if it appears that fraud has taken place in any form whatsoever, particularly computerized, in the context of participating in the contest or determining the winners. In such an event, it reserves the right not to award prizes to fraudsters and / or to take legal action against any fraudsters before the competent jurisdictions.

## Required Equipment

In order to enter and participate in the Contest, Participants must have access to the following:

- A personal computer (PC or Mac) with a specification equivalent to or higher than the following: 1000 MHz processor, 256 MB of RAM, using Windows XP or 7 for PCs, Mac OS X for Macs.
- A web browser (IE 7.0 or above, Firefox 2.0 or above, Chrome 10.0 or above). ARC'TERYX cannot be held liable for any malfunction resulting from the use of browsers other than those designated above.
- To enter the Contest, Participants must install the Flash Player Plug-in version 8.0 or above or the Java Plug in 5.0 or above for your browser. Participants who do not have these plug-in and do not wish to download them will not be able to access the Contest. It is specified that web users who do not have these plug-in may nevertheless download them from Adobe website for the Plug in Flash or from Java website for the Plug in Java, accessible via a direct links from this website. As the ARC'TERYX does not produce these IT programs, it declines all responsibility, which the Participant accepts, for any development fault, operating fault, and incompatibility with other IT programs installed on the hard drive of the Participant's computer, or loss or corruption of data belonging to the Entrant. (Adobe ® and Flash ™ are trademarks or trademarks registered by Adobe Inc in the United States and / or in other countries).
- **Conditions for Refund of Entry Fees**

No financial outlay is required to participate in the Contest.

Expenses related to participation in the Contest shall be refunded upon request sent by post to the following address: ARC'TERYX, 110 - 2220 Dollarton Highway, North Vancouver, British Columbia, Canada, V7H 1A8. Refund requests sent by e-mail will not be considered.

The refund of expenses arising from participation in the Contest is subject to the following conditions:

- Refund requests must be made no later than 2 months (60 calendar days) after the Contest closing date. Refund of internet access and photocopying expenses is limited to one entry per person (same first name, surname, postcode and date of birth) and by draw.
- Any participant wishing to claim a refund should provide their first name, surname, postal address and e-mail address on the written refund request. The participant should also state the date the Contest was entered and enclose a photocopy of their identity card, a copy of the breakdown of their telephone and / or internet service provider bill (for Participants using a modem), as well as their bank or post office account details and proof of photocopying expenses.

Any request that is incomplete, incorrect or sent to the wrong address will not be considered. No refund request sent by email will be taken into account.

For Participants using a broadband internet connection:

1. The refunded amount is set at a fixed sum of \$0.90 CDN or € 0.61 EUR.
2. No further refund is possible given that no other financial outlay is required. Broadband Internet subscriptions cover general use of such services and, consequently, participation in the Contest / prize draw does not incur any further expenses.

Postage costs incurred by the winner when sending proof of identity will be refunded upon request sent by post enclosed with the supporting documents, at the applicable 2nd class rate for a 20g letter.

## Availability of the Regulations

The regulations can be obtained in full and free of charge from ARC'TERYX Equipment, A Division of Amer Sports Canada Inc., having its registered office at 110 - 2220 Dollarton Highway, North Vancouver, British Columbia, Canada, V7H 1A8.

The regulations can also be viewed on [www.arcteryx.com](http://www.arcteryx.com)

## Complaints, Disputes and Interpretation

The Contest and these regulations have been drawn up and interpreted pursuant to the Canadian laws in force. If one or more provisions of these regulations are declared void or inapplicable, the other clauses shall retain their force and scope.

The contest is subject to all applicable Canadian federal and British Columbia provincial and municipal laws and regulations. These Contest Rules are subject to change without notice in order to comply with any applicable Canadian federal and British Columbia provincial and municipal laws or the policy of any other entity having jurisdiction over ARC'TERYX.

Participant agrees that:

- i. any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action;
- ii. Any objection pertaining to the Contest or these regulations must be submitted in writing, within ninety (90) days from the Contest closing date, to the following address: ARC'TERYX Equipment, A Division of Amer Sports Canada Inc., 110 - 2220 Dollarton Highway, North Vancouver, British Columbia, Canada, V7H 1A8.
- iii. In the event of any dispute, claims and causes of action arising out of or connected with the contest, or any prize awarded, the opposing parties shall attempt to reach an amicable settlement. If the parties do not succeed in reaching an amicable settlement, the disagreement shall fall under the exclusive jurisdiction of the competent court where the defendant is resident.
- iv. any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and
- v. under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and ARC'TERYX in connection with the Contest, shall be governed by, and construed in accordance with the Canadian federal and British Columbia provincial and municipal laws without giving effect to any choice of law or conflict of law rules, which would cause the application of the laws of any jurisdiction other than the laws of Canada. 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.

The parties have expressly requested that this agreement and any related document be prepared in the English language

Les parties aux présentes ont expressément demandé à ce que cette convention et les documents qui s'y rapportent soient rédigés en anglais.