



Cannonball Rides 2019 Riders Challenge (Contest)

OFFICIAL RULES AND REGULATIONS

NO PURCHASE NECESSARY. The Contest is intended for viewing and participation in Canada only and is governed by the laws of Canada.

Cannonball Rides 2019 Challenge Contest (the “**Contest**”) is administered by EatSleepRIDE Mobile Inc. (“**EatSleepRIDE**”) and sponsored by Joe Rocket Canada (the “**Sponsor**”).

1. CONTEST Period

The Contest begins on May 15th 2019 at 9:00 am Eastern Time (“**ET**”) and ends on Oct 31st, 2019 at 11:59pm ET (the “**Contest Period**”).

2. ELIGIBILITY

To enter and be eligible to win, an individual must have a current motorcycle licence valid for operation in their jurisdiction of residence as of the date of entry as chosen by the rider.

3. HOW TO ENTER AND PLAY

NO PURCHASE NECESSARY. To enter, (a) download the free EatSleepRIDE application on Google Play Store or the Apple App Store (the “**App**”), (b) use the App to join the Cannonball Rides x Joe Rocket Challenge Contest:

(a) **Choose your province and then choose your Challenge! You decide when you wish to start, and in which direction (clockwise / counter clockwise).**

(b) **Riders need to follow the route line or GPX coordinates of the Challenge and ride to each Place on the map to collect check-ins and mileage for each Challenge.**

(c) **To complete a Challenge, riders must drive-by or stop at each Place within the Challenge, which can be completed at any time of the day. Each Place is geo-fenced providing credit for stops even after hours. No purchase or physical entry into a place of business is required, but always appreciated.**

(d) **Riders can start and end from any location as long as the route line is completed.**

(e) **Once successfully completed, the rider will be awarded a points value for each Challenge. The sum of points is automatically tallied towards the Cannonball Rides x Joe Rocket Challenge. The top 50 riders will display on the Leaderboard.**

(f) **Six (6) Grand Prizes and twelve (12) Runner Up prize packs will be awarded over the Challenge period.**



(g) Cannonball Rides x Joe Rocket Challenge officially starts May 15th and will run to Oct 31, 2019 at 6:00 PM ET.

(h) The Point Values shown below are awarded for completed Challenges.

You can repeat any ride after the blackout period.

· **25 Points** awarded for any 250 mile Challenge and must be completed within 12 hours. You can repeat any ride after a 48-hour blackout period. Want to do more? Try another Challenge.

· **50 Points** awarded for any 500 mile Challenge and must be completed within 12 hours. You can repeat any ride after a 48-hour blackout period. Want to do more? You know it, try another Challenge.

· **100 Points** awarded for any 1000 mile Challenge and must be completed within a maximum of 48 hours. You can repeat any ride after a 48-hour blackout period. Want to do more? Why not, try another Challenge?

· **250 Points** awarded for any 2500 mile Challenge and must be completed within a maximum of 120 hours or 5 days. You can repeat any ride after a 48-hour blackout period. Want to do more? Try another Challenge.

· **500 Points** awarded for any 5000 Challenge and must be completed within a maximum of 240 hours or 10 days. You can repeat this ride after a 48-hour blackout period. Want to do more? Try another Challenge.

· **1000 Points** awarded for any 10,000 Challenge and must be completed within a maximum of 480 hours or 20 Days. You can repeat this ride after a 48-hour blackout period. Want to do more? Try another Challenge.

(i) Grand Prizes and Runner Up Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise, except at Sponsor's sole discretion. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a Prize cannot be awarded as described for any reason. Prizes will be delivered to verified winners only to one (1) residential address in Canada. Sponsor will not replace any lost or stolen Prizes. Any other costs or expenses associated with the Prizes not specified herein will be the responsibility of selected winners. All Prizes must be accepted before December 31st, 2019. Winning a Prize is contingent upon fulfilling all the requirements set forth herein.

Limit of one (1) Grand Prize and one (1) Runner Up Prize per person.

4. PRIZE WINNER SELECTION

Winners will be selected randomly among any rider who has ranked on the leaderboard within the prize window. Monthly, from June 1st 2019 - through to Nov 1st, a random draw will be conducted from among



all eligible players for the purpose of selecting six (6) Grand Prize winners and 12 Runner Up prize winners. Odds of being selected as a winner depend on the number of eligible entries received and skill in accruing points.

5. PRIZE WINNER NOTIFICATION

Selected entrants will be notified of selection in the App. In order to be declared a potential winner, selected entrant(s) must: respond to Sponsor's notification within three (3) business days of notification; (ii) correctly answer a time-limited mathematical skill-testing question to be administered electronically immediately following notification; (iii) if requested, sign and return to Sponsor a written declaration and release form, releasing the Promotion Entities from any liability in connection with this Contest or the use, misuse, awarding or possession of the Prize (the "**Release**"); and (iv) otherwise comply with these Official Rules. Selected entrants may be required to furnish proof of identification that may include a driver's licence or other such form of identification satisfactory to the Sponsor.

Failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Rules may result in disqualification, forfeiture of the Secondary Prize and, at Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise, except at Sponsor's sole discretion. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if the Prize cannot be awarded as described for any reason. Prize must be claimed at your closest dealership to Prize Winner's residential address, as determined by Joe Rocket Canada, at Joe Rocket Canada discretion shipping directly to Winner may be honoured. Sponsor will not replace any lost or stolen Prize. Prize must be picked up before December 31, 2019. Winning the Prize is contingent upon fulfilling all the requirements set forth herein.

Furnishing the Prize may take place approximately four (4) to six (6) weeks following winner selection and verification, subject to delivery schedules. The Prize will be delivered to the Cannonball Rides Challenge dealership nearest the winner's residence as selected by the Sponsor. The winner or their authorized representatives must take delivery within thirty (30) days of notification of availability or the Prize will be forfeited.

Any and all guarantees and warranties for prizes are subject to the manufacturer's and/or service provider's terms and conditions, and the winner agrees to look solely to such manufacturers and/or service providers for any warranty or guarantee claim.

6. RIGHT TO VOID/TERMINATE/SUSPEND/MODIFY

Sponsor reserves the right to suspend, cancel, or modify the Contest at any time, in whole or in part, at any time and without notice or obligation if, subject to the approval of the *Régie des alcools, des courses et des jeux* (the "**Régie**") with respect to legal residents of Quebec, fraud, technical failures including any



network server or hardware failure, viruses, bugs, errors in programming, or any other errors or other causes beyond the control of the Sponsor corrupt the administration, security, integrity, or proper implementation of the Contest.

Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to bugs, tampering, unauthorized intervention, fraud, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion and subject only to the approval of the Régie in Quebec, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the Grand Prize from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.

7. LIMITATION OF LIABILITY

By joining the Cannonball Rides x Joe Rocket Canada Challenge Contest, entrants hereby: (i) accept, acknowledge, and agree to comply with these Official Rules including all eligibility requirements; and (ii) agree to adhere to and be bound by the decisions of the Sponsor, made in its sole discretion, which shall be final and binding in all matters relating to this Contest. Entrants who have not complied with these Official Rules are subject to disqualification.

The Sponsor is not responsible for late, lost, damaged, misdirected, mutilated, garbled, illegible, or incomplete entries.

Sponsor and the Contest Entities do not warrant that access to or use of the App or any Contest-related website will be uninterrupted. The Sponsor and the Contest Entities are not responsible for any problems that may arise, including but not limited to; (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, internet service providers, websites, or other connection, availability or accessibility problems arising in connection with or over the course of the Contest; or (b) communications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, or cable transmissions or hardware or software malfunctions, failures, or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical, or other error in the offering or announcement of a prize or in any prize notification documents; or (d) for any errors of any kind in connection with the Contest, whether human, mechanical, clerical, electronic, or technical in nature; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Contest.



Entrants and the winners assume any and all liability and responsibility for injuries caused, or claimed to be caused by participating in the Contest, by the acceptance, possession, use or misuse of any prize awarded, including but not limited to claims/damages for personal injury or property damage.

Under no circumstances, including negligence, shall EatSleepRIDE, the Sponsor or Contest Entities be liable for any direct, indirect, incidental, special, or consequential damages that result from the participation of the Contest or from use of or inability to use the Contest Prize, or out of any breach of any warranty. For and in consideration of the opportunity to participate in this Contest, entrants, the winner (on their own behalf and on behalf of their heirs, executors, administrators, and assigns) hereby irrevocably release and forever discharge EatSleepRIDE, the Sponsor and Contest Entities from any and all claims, demands, rights, and causes of action of any kind whatsoever, howsoever arising, directly or indirectly, in any way resulting from, in respect of or arising in any way out of participation in the Contest.

8. GENERAL

Any attempt by an entrant or other individual, to deliberately undermine the legitimate operation of this Contest, including but not limited to any fraudulent claims or representations, is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserve the right to seek remedies of damages from any such individual, to the fullest extent permitted by law, including criminal prosecution. Participants engaging in any of the foregoing activities may be disqualified and will forfeit any prizes won.

Prizes displayed in point of sale, television and print advertising, promotional packaging, and other Contest materials are for illustrative purposes only and are not available for retail sale. The actual prizes may vary from such prizes displayed. All prize details, and any restrictions related to the prizes, will be provided to the applicable prize winner upon the award of the prize. No prize will be awarded to any participant who fails in any way to comply fully, without limitation, with these Official Rules. The approximate retail values of the prizes as stated by the Sponsor in point of sale, television, and print advertising, Contest materials, and/or in these Official Rules may vary and are subject to price fluctuations in the consumer marketplace based on, among other things, the passage of time between the date the approximate retail values are stated by the Sponsor and the date a prize is awarded or redeemed. If, at the time a prize is redeemed or awarded, the actual prevailing retail purchase price for a prize is less than the approximate retail value stated by the Sponsor in point of sale, television, and print advertising, Contest materials, and/or in these Official Rules, winner will not be entitled to any compensation, cheque or cash. No cash alternative or substitution of a prize or portion thereof will be provided (other than as may be expressly provided for herein), except that the Sponsor, in their sole discretion, reserves the right to substitute a prize of equal or greater value if, for any reason, a prize as described cannot be awarded.

This Contest is subject to all federal, provincial, and municipal laws.

All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrant and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of the Province of Ontario without



regard to Ontario conflicts of law principles. All entrants consent to the jurisdiction and venue of the Province of Ontario.

The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in full force and effect, and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. In particular, the Sponsor' employees are not authorized to waive, modify or amend any provision or provisions of these Official Rules in any manner whatsoever.

9. LEGAL RESIDENTS OF QUEBEC ONLY

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 Régie only for the purpose of helping the parties reach a settlement.

10. PRIVACY AND MARKETING CONSENT, PUBLICITY RELEASE

Personal information collected from entrants will be collected and used by the EatSleepRIDE and the Sponsor for the purpose of administering this Contest and prize fulfillment. By entering the Contest, entrant consents to the manner of collection, use and disclosure of personal information as set out in these Official Rules and in the Sponsor' Privacy Policy, available at <https://joerocket.ca/privacy-policy/>. Sponsor will not sell, share, or otherwise disclose personal information of entrants other than in accordance with the Sponsor's Privacy Policy or as permitted or required by law.

By accepting or participating in the Contest, the winner consents to the use of their name, address, voice, statement relating directly to the Contest, and their photograph or other likenesses, without further compensation, in any publicity carried out by the Sponsor or any related entities in connection with this Contest, except where prohibited by law.

Always ride with a helmet. Ride defensively.

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All other third-party trademarks are the property of their respective owners.