

**THIS CONTEST IS OPEN TO RESIDENTS OF CANADA
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 *Red Bull KTM Dirt Bike Unchained* Contest (the “**Contest**”) begins on June 22, 2022 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on August 31, 2022 at 11:59:59 p.m. ET (the “**Contest Period**”).

2. ELIGIBILITY:

Contest is open only to residents of Canada 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 Red Bull Canada, Ltd. (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**”). Void where prohibited or restricted by law.

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. REGIONS:

For the purposes of this Contest there will be three (3) Regions (each, a “**Region**”), as follows: (i) Quebec Region (QC); (ii) Central/Atlantic Region (ON, NS, NB, PEI, NFLD); and (iii) West Region (BC, AB, SK, MB, NV, NWT, YK). All decisions regarding the Region into which an eligible entrant is placed will be made by the Sponsor in its sole and absolute discretion.

5. 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.

To enter, visit the app store <https://www.redbull.com/ca-en/projects/ktm-activation> - the “**Website**”) and download the *Dirt Bike Unchained* app to play the Dirt Bike Unchained Game (the “**Game**”). After playing the Game (each, a “**Game Play**”), you will automatically be presented on-screen with a Score (the “**Score**”) for the applicable Game Play.

Prior to being able to enter the contest, you will be required to: (i) provide your valid email address; and (ii) signify your agreement that you have read and agree to be legally bound by the terms and conditions of these Rules. After completing this process and playing the game, your Score will automatically be eligible to be included on the Contest leaderboard.

IMPORTANT NOTE: JUST BECAUSE A SCORE APPEARS ON THE CONTEST LEADERBOARD DOES NOT MEAN THAT THE ENTRANT ASSOCIATED WITH THAT SCORE IS OR WILL BE A “**WINNER**”. ANY OR ALL SCORES MAY BE VERIFIED BY THE SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME AND FOR ANY REASON. THE CONTEST LEADERBOARD IS FOR ENTERTAINMENT PROPOSES ONLY. ONLY THE SPONSOR CAN DEEM AN ENTRANT TO BE AN ELIGIBLE WINNER.

The Sponsor’s decisions with regards to all aspects of the Game – including, but not limited to, the Score allocated for each Game Play – are final and binding without right of appeal. 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 use multiple names, multiple identities, multiple email addresses, 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 spirit of these Rules to enter or otherwise participate in or to disrupt this Contest (all as determined by Sponsor in its sole and absolute discretion); then they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor.

There is no limit to the number of Game Plays and/or Scores per person.

6. VERIFICATION:

All Game Plays, Scores and entrants are 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 Game Play, Score 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 PRIZES:

There will be a total of three (3) Prizes (each, a “**Prize**”) available to be won in this Contest. There will be one (1) Prize available in relation to each Region. Each Prize consists of: (i) one (1) branded Red Bull 2022 KTM dirt bike (model: SX-F 250) (the “**Bike**”); and (ii) premium KTM merchandise (selected by the Sponsor in its sole and absolute discretion). Bike colour and other specifics are subject to inventory in the confirmed Prize winner’s Region at time of fulfillment. Each Prize has a total approximate retail value of CAN \$15,000. All other costs associated with the Prize, including licence, insurance and registration fees, shall be the sole responsibility of each confirmed Prize winner. There is a limit of one (1) Prize per person. **IMPORTANT NOTE:** The Bike will be available for pick-up by the confirmed winner at the KTM dealership nearest the confirmed winner (as determined by the Sponsor in its sole and absolute discretion). The premium KTM merchandise will be shipped to the confirmed winner.

IMPORTANT NOTE: THE APPROXIMATE RETAIL VALUE OF EACH PRIZE NOTED ABOVE IS CURRENT AS OF JULY 1, 2022. UNDER NO CIRCUMSTANCES WHATSOEVER WILL ANY DIFFERENCE BETWEEN THE ACTUAL RETAIL VALUE OF A PRIZE AS AT THE TIME OF FULFILMENT AND THE APPROXIMATE RETAIL VALUE OF THE PRIZE NOTED ABOVE BE AWARDED.

Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) 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) redemption of the Prize must occur within and/or on or before the date or dates specified by the Sponsor (otherwise the 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 costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner; (v) if the confirmed winner does not utilize any part(s) of the 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; (vi) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the 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; (vii) Prize will not be released unless and until the confirmed Prize winner first shows proof (in a form acceptable to the Sponsor) of having a valid licence (if required) to legally operate the Bike in the province/territory in which they resides and proof (in a form acceptable to the Sponsor) of satisfactory insurance; (viii) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Sponsor, the Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) if the Prize or a component thereof does not prove satisfactory, either in whole or in part; and (ix) in the event that the eligible Prize winner does not have a valid licence or that Prize claimant is not legally eligible to operate a Bike, the eligible Prize winner may be permitted to transfer the Bike to their spouse, parent, sibling, child or legal guardian who meets the necessary requirements as specified in these Rules.

The Sponsor and the other Released Parties are not responsible for any delay or postponement, for any reason, of any aspect of the Prize. Neither a confirmed winner nor any other person or entity will be compensated in the event of such delay or postponement.

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 they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the 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 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.

8. ELIGIBLE WINNER SELECTION PROCESSES:

On September 15, 2022 (the “**Selection Date**”) in Toronto, Ontario at approximately 12:00 p.m. ET, the Sponsor will determine, in its sole and absolute discretion, the highest Score in each Region from among all eligible Game Plays completed in each Region during the Contest Period in accordance with these Rules. The eligible entrant associated with the highest Score in each Region will be the eligible winner of the Prize for that Region (subject to compliance with these Rules). The odds of winning a Prize depend on the number and caliber of eligible Game Plays completed in each Region in accordance with these Rules. In the event of a tie for the highest Score in a Region, the Sponsor will conduct a random draw from among all such eligible entrants that are tied for the highest Score in the applicable Region to determine the eligible winner for that Region. The same eligible entrant cannot have more than one (1) of the three (3) highest Scores.

9. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact each eligible winner within five (5) business days of the Selection Date. If an eligible winner cannot as outlined above, or if there is a return of any notification as undeliverable; then they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible winner for the applicable Region 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 THEM AS A WINNER IN ACCORDANCE WITH THESE RULES. 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 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 Prize (as awarded); (iii) releases the Sponsor and all of the other Released

Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of their 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 Sponsor 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 Sponsor in its sole and absolute discretion); then they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible winner for the applicable Region 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 the Website or any other website or 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 Game Play, Score 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 Québec, 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 Québec, 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 in accordance with Sponsor's privacy policy (available at: https://policies.redbull.com/policies/RedBull.com_Canada/201710130824/en_CA/privacy.html). 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.

The Sponsor reserves the right, subject only to the approval of the Régie in Québec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant, Game Play, Score or other information 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 the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

FOR RESIDENTS OF QUÉBEC 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 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 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.

