

2016 National Contest Rules & Regulations

1. (a) To enter the Discover Boating contest, fill out a ballot in person at any Discover Boating Centre or Discover Boating event before 6pm EST on Tuesday, October 11, 2016, the Contest Closing Date. Discover Boating Centres will be located at the Toronto International Boat Show, Montreal Boat and Water Sports Show, Vancouver International Boat Show, Mid-Canada Boat Show, Halifax Boat Show, Quebec City Sportsme's Show, Chicoutimi Expo Nature, Montreal In-Water Boat Show, and Moncton Boat Show during 2016. Discover Boating events take place at various locations throughout British Columbia, Alberta, Manitoba, Ontario, Quebec and Atlantic Canada during the summer months of 2016. Alternatively, contest entries can be submitted online by filling in the online entry form located on the contest site at www.discoverboating.ca. Limit of one entry per person or e-mail address per household during the Contest Entry period. Persons who submit more than one entry will only receive one valid entry prior to the draw. Entry must be received by the Contest Closing Date.

(b) A random draw by a National Marine Manufacturers Association (NMMA) Canada representative from all completed entries received as of the Contest Closing Date will be made at noon (ET) on October 26, 2016 at the NMMA Canada office at 14 McEwan Drive West, Unit 8, Bolton, Ontario, L7E 1H1. A total of 5 names will be drawn. A list will be created of the names that were drawn; the names will appear on the list in the order in which the names were drawn (i.e., the first name drawn will be first on the list, etc.). The first person on the list will be eligible for the Prize as defined in section 3 below. If NMMA Canada or its agent, acting reasonably, cannot contact that person at the telephone number or e-mail address indicated on the selected entrant's entry form by noon (ET) on November 2, 2016 or the selected person declines the prize when he or she is contacted, that person will be disqualified from the Contest. NMMA Canada or its agent will then make reasonable efforts to contact the person whose name is second on the list within the next 48 hours, failing which that person will be disqualified from the Contest. NMMA Canada or its agent will make reasonable efforts to contact the next person on the list within the next 48 hours, and so on, until one selected entrant is contacted in respect of the Contest Prize and such person does not decline the Contest Prize. When a selected entrant is contacted in respect of the Contest Prize, he or she must correctly answer the skill-testing question referred to in section 5 below as well as return the Release referred to in section 6 below within the time period there set out; if he or she fails to do either, he or she will be disqualified from the Contest. In such event, NMMA Canada or its agent will make reasonable efforts to contact by telephone or e-mail, within 48 hours, the person whose name is next on the list; should such contact not be made or should the person, once contacted, fail to correctly answer such skill-testing question and provide such signed Release within the required time period, he or she will be disqualified from the Contest, following which reasonable efforts will be made to contact, by telephone or e-mail, within a further 48 hour period, the next person on the list, and so on, until a selected entrant is contacted and meets the skill-testing and Release requirements in a timely manner. If a winner is unable to be selected from the list of 5 names drawn, then the prize will remain unrewarded.

(c) This Contest is open to residents of Canada who are of the age of majority in the province of which they reside. Employees or persons living with employees (and their immediate family, i.e., parents, siblings, children) of NMMA Canada, and/or any contest partners (collectively, the "Contest Sponsors") and each of their respective parent, affiliate and subsidiary companies, and advertising and promotional agencies for this Contest are not eligible.

(d) Only one (1) entry per person. All entries must be submitted on a valid Contest Ballot as determined by NMMA Canada, or submitted online using the entry form at www.discoverboating.ca.

2. No purchase, expenditure or investment is necessary to enter this Contest.

3. There is one grand prize available. The Grand Prize Package includes:

- Return airfare for two from anywhere Air Canada flies in Canada to Sydney, Nova Scotia. This will include all taxes and fees.

- Accommodations for two people, in double occupancy, for six nights at a mutually agreeable time in 2017.
Accommodations will be selected by Cruise Cape Breton Association through partner operators and will be at a three star rating or above. The accommodation will include breakfast for two for each of the six nights.
- Day charters will be available for each day of your stay. Whale watching, sightseeing, day cruises will all be able to the winner. Type of charter will depend on skill level and boating experience of declared winner. The contest winner can select from either powerboat or sailboat experience during their trip. The contest winner must have a valid Operator's license in order to operate any boat. .
- Admission for two to the both National Historical sites in Cape Breton, and select Celtic events available during the time of visit.

Total prize value is estimated to be approximately \$7500.00. If the prize is not taken between January 1, 2017 and December 31, 2017 then the contest prize will be considered forfeited by the contest winner, and no other prize or substitution will be offered by the Contest Sponsors, and the contest will be deemed completed, fulfilled and closed. Only those items specifically listed above are included in the Contest Prize and any other expenses are the sole responsibility of the winner including, but not limited to any personal expenses such as personal care items, souvenirs, etc., and gratuities. Alcoholic beverages are not provided as part of the contest prizing and are the sole responsibility of the contest winner. Up to \$600 will be provided specifically towards food for the contest winner and guest during the week. No responsibility is assumed by the Contest Sponsors for cancelled, delayed, suspended or rescheduled events for any reason whatsoever beyond their control. Other restrictions may apply. The Contest Prize's dates and features are subject to change.

4. The Contest Prize must be accepted as awarded, without substitutions or transfers, and cannot be converted to cash. The Contest Sponsors reserve the right to substitute a prize of at least equal value in the event of the unavailability, for whatever reason, of the Contest Prize.

5. In order to win, a selected entrant must first correctly answer, unaided, a time-limited, mathematical skill-testing question, posed by telephone at a mutually convenient time. NMMA Canada judges' rulings are final and without appeal in all matters related to the promotion and the awarding of the Contest Prize.

6. The selected entrant will also be required to sign and return NMMA Canada's standard release and acknowledgment form (the "Release") before being declared a winner. The Release Form holds harmless the Contest Sponsors, partners, dealers, manufacturers and their respective parent, affiliate and subsidiary companies, officers, directors, employees, agents, representatives, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, the owners and lessors of the premises used to conduct the activity (collectively the "Releasees"), with respect to any and all injury, disability, death or expense, loss or damage to any person or property caused or contributed to by the winner. Such Release must be returned via email within fourteen (14) days of the date on the covering letter and/or email accompanying the release. If the Release is not returned within fourteen (14) business days of the date on the covering letter and/or email accompanying the Release, the Contest Prize will be forfeited.

7. By entering this Contest, each participant consents to the use of his/her entry, name, address and/or photograph in any publicity carried out by any or all of the Contest Sponsors and/or their advertising agencies, without further compensation. The winner further consents to his/her photograph being taken by any or all of the Contest Sponsors for such use, without further compensation. All entries become the property of the Contest Sponsors.

8. Contest Sponsors reserve the right in their sole discretion to disqualify any entrant found to be tampering with the contest website.

9. The Contest is subject to all applicable laws and regulations.

10. No correspondence regarding the contest prize will be entered into except with the selected entrants. To receive a copy of the Contest rules or the winner's name, send a postage-paid, self-addressed envelope on or before March 1, 2017 to "DISCOVER BOATING CONTEST", NMMA Canada, 14 McEwan Drive West, Suite 8, Bolton, Ontario, L7E 1H1.

11. Chances of winning depend on the number of entries. The Contest Sponsors are unaware of how many entrants there may be.

12. All entries which are incomplete, inaccurate, illegible, damaged, irregular, have been submitted through illicit means or do not conform to or satisfy any condition of the rules may be disqualified by the Contest Sponsors. The Contest Sponsors take no responsibility for lost, misdirected, late or destroyed entries, or for typographical or other production errors, or human error, or for any omission, interruption, deletion, defect, or any computer, server, online, telephone, hardware, software or technical malfunctions or damage, or inability to access the Web site or any pages thereof, theft, tampering, destruction, or unauthorized access to, or alteration of entries, data processing that is processed late or incorrectly or is incomplete or lost due to any reason, or traffic congestion on the internet that may occur (including but not limited to malfunctions that may affect the transmission or non-transmission of an online entry) relating to or resulting from participation in this contest. False and/or deceptive entries or acts shall render entrants ineligible. Any information collected by registering to enter the Contest shall be used only in a manner consistent with these Rules and with the Discover Boating online Privacy Policy.

13. All entries become the property (and will not be returned) of the Contest Sponsors who assume no responsibility for lost, stolen, delayed, damaged or misdirected entries.

14. No correspondence shall be received by a contest entrant unless the Contestant grants consent through an opt-in check box on the entry ballot. If the Contestant opted-in at the time of entry and later does not wish his/her personal information to be used for non-contest purposes by any parties, and would like his/her personal information removed from the Contest database at the conclusion of this Contest or at any time after the conclusion of the Contest, a request must be sent in writing to "DISCOVER BOATING CONTEST", NMMA Canada, 14 McEwan Drive West, Unit 8, Bolton, Ontario, L7E 1H1. Alternatively, an email making such an unsubscribe request can be sent to discoverboatingcanada@nmma.org.

15. The Contest Sponsors reserve the right to amend these rules at any time and without notice. This Contest will be run in accordance with these rules, subject to such amendment. Contestants must comply with these rules, and will be deemed to have received and understood the rules if they participate in the Contest.

16. The terms of this Contest, as set out in these rules, are not subject to amendment or counter-offer, except as set out above.

17. Discover Boating reserves the right to terminate or modify the Contest in any way that it deems to be fair and equitable in the event of an occurrence which may materially affect the proper play of the Contest.

18. Subject to paragraph 17, if for any reason this Contest is not capable of running as planned, or if this Contest or any web site associated therewith (or any portion thereof) becomes corrupted or does not allow the proper playing of the Contest and processing of entries per these rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in NMMA Canada's sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, NMMA Canada reserves the right, at its sole discretion, to disqualify any individual implicated in such action, and/or to cancel, terminate, modify or suspend this Contest or any portion thereof. If such cancellation, termination, modification or suspension occurs, notification will be posted on the web site. Any attempt by any person to deliberately damage any web site or undermine legitimate operation of the program is a violation of criminal and civil laws, and should such an attempt be made, NMMA Canada reserves the right to disqualify and seek damages from

any such individual to the fullest extent permitted by law. In the event of dispute over source of any electronic entry, the entry will be attributed to the authorized account holder of the email account. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide NMMA Canada with proof that the potential winner is the authorized account holder of the e-mail address associated with the winning entry and that all eligibility requirements are met.

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