

## Triple Crown Series Tickets Contest Rules (“Contest Rules”)

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.

THIS CONTEST IS OFFERED BY SAILUN TIRE AMERICAS INC. AND SAILUN TIRE (USA) CORP. (THE “SPONSOR”) AND IS ONLY OPEN TO RESIDENTS OF CANADA AND IS GOVERNED BY CANADIAN LAW AND THE LAWS OF THE PROVINCE OF ONTARIO. NO PURCHASE NECESSARY. SEE BELOW FOR FULL CONTEST DETAILS. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES (THE “CONTEST RULES”).

### CONTEST PERIOD

This Triple Crown Series Tickets Contest (the “Contest”) begins on July 8, 2024 at 12:00 a.m. Eastern Time (“ET”) and ends on July 19, 2024 at 5:00 p.m. ET (the “Contest Period”). Entries received before or after the Contest Period are void. Sponsor’s computer is the official time-keeping device for the Contest.

### ELIGIBILITY

The Contest is open to all residents of Canada who, as of the start of the Contest Period, have reached the age of majority in their province or territory of residence (an “Entrant”). Employees, directors and officers of the Sponsor and its agents, affiliates, subsidiaries, advertising and promotion agencies (collectively, the “Contest Parties”) and the immediate family members (defined as parents, children, siblings, spouse, and life partners), and/or those living in the same household, of each such person are not eligible to enter the Contest.

### HOW TO ENTER

No purchase necessary. Internet access and valid Instagram account required. To participate in this Contest, the Entrant must:

- (a) follow, and stay following until a winner of this Contest is selected, the Sponsor on Instagram under the account @RoadXTire;
- (b) complete and submit the entry form during the Contest Period by going to [<https://roadxtires.ca/en-ca/triple-crown-contest/>] (“Contest Website”), filling in the required information and consenting to receive marketing communications from the Sponsor. Entrants can unsubscribe from marketing communications at any time.

**Limit:** one (1) entry per person.

Entries shall be deemed to be submitted by the Authorized Account Holder (as defined below) of the email address associated with the entry. The Entrant selected as the Contest winner may be required to provide the Sponsor with proof that such selected Entrant is the Authorized Account Holder of the account associated with the winning entry. Normal Internet access and device usage charges imposed by your online service may apply. For the purpose of the Contest Rules, “Authorized Account Holder” of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

### PRIZE

There are five (5) prizes (each a “Prize”) to be awarded to five (5) winners, each consisting of two (2) tickets to attend the Triple Crown Series in Walton, Ontario on August 11, 2024 (the “Event”). The approximate retail value of each prize is CAD\$120.

- a) Prize is provided "as is" and without any warranty of any kind. Prize must be accepted as awarded and is non-transferrable. No cash redemption or Prize substitution allowed by winner. Sponsor reserves the right to substitute a Prize of equal or greater value if the advertised Prize becomes unavailable. Winner is not entitled to monetary difference between actual Prize value and stated approximate retail value, if any.
- b) Prize will either be delivered to winner through electronic transfer or may be claimed by winner at the Event, as determined by Sponsor in its sole discretion.
- c) Winner will be responsible for any expenses not explicitly included in the Prize, including transportation to and from the Event.
- d) Prizes will be awarded to verified winners only. Sponsor will not replace any lost or stolen Prize.

### **WINNER SELECTION**

On or about July 22, 2024 ("Draw Date"), five (5) Entrants will be selected by a random draw conducted by the Sponsor, from all eligible entries received during the Contest Period. The odds of being selected as a potential winner depend on the total number of eligible entries received. The selected Entrant will be notified by email from the Sponsor and the notification will include how to fully comply with these Contest Rules in order to be declared a winner.

In the event a selected Entrant cannot be contacted or does not respond within two (2) business days of the Sponsor's initial attempt, the Entrant will be disqualified and an alternate Entrant will be selected. The Sponsor is not responsible for the failure for any reason whatsoever of a selected Entrant to receive notification or for the Sponsor's failure to receive a selected Entrant's response. Proof of identification must be provided upon request.

Before being declared a winner, selected Entrants will be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail.

By accepting a Prize, the Entrant agrees (a) that they have received, read and complied with, and confirmed that they are eligible in accordance with, these Contest Rules; (b) that the Prize must be accepted as awarded and is not transferable, assignable or convertible to cash; (c) that they accept the Prize as offered; (d) that, in consideration for the Prize, they release and forever discharge the Contest Parties, Instagram, and each of their respective agents, employees, directors, successors, and assigns (collectively, the "Released Parties") from any and all claims, actions, costs, liabilities or damages which may arise directly or indirectly in connection with the Contest, the Entrant's participation therein and/or their use or receipt of the Prize; (e) to assume all responsibility and liability relating the Entrant's participation in the Contest and the use and receipt of the Prize, and to indemnify the Sponsor for any loss, injury, accident, misfortune or damage which results from any negligent and/or willful misconduct in connection with the Contest or the use and/or receipt of the Prize; (f) to allow the Sponsor to use the Entrant's name, voice, photograph, likeness and statements in any advertising or publicity carried out by or on behalf of Sponsor about the Contest in any manner whatsoever and in any medium, including print, broadcast or the internet, without further notice or compensation; and (g) to sign and return release and declaration documentation confirming the foregoing if requested by the Sponsor in its discretion.

Under no circumstances will the Sponsor be responsible for awarding more than the five (5) Prizes as expressly contemplated in these Contest Rules.

### **GENERAL**

By entering the Contest, Entrants agree to abide by these Contest Rules and by the interpretation of these Contest Rules by the Sponsor. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all Entrants without right of appeal.

The Released Parties assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, or replies, or for any computer,

online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Released Parties are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Released Parties are not responsible for any injury or damage to Entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Released Parties assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest or Contest Website.

The Sponsor reserves the right, in its sole discretion, to disqualify any Entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest or the Contest Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online property or service of the Sponsor; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

The Sponsor reserves the right to cancel, suspend, withdraw or amend this Contest in any way, without prior notice or obligation, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, impersonation, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Contest Rules.

Entries that are late, inaccessible, unviewable, contain false information, are damaged, misdirected, corrupted, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions these Contest Rules will be judged void. At the sole discretion of the Sponsor, use of any automated, script, macro or robotic program, fake accounts, or use of multiple email accounts by the same person may result in disqualification of the Entrant, at the sole discretion of the Sponsor. Any attempt to deliberately undermine the legitimate operation of this Contest is 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, including criminal prosecution.

By entering this Contest, each Entrant expressly consents to the Sponsor storing, sharing and using the personal information submitted with their entry only for the purpose of administering the Contest and in accordance with Sponsor's Privacy Policy (available at: <https://roadxtires.ca/en-ca/privacy-policy/>) unless the Entrant otherwise agrees to receive further communications from the Sponsor.

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

All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations associated with Sponsor and/or the Contest, are owned by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

This Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited by

law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the 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 including procedural provisions 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 invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. If any provision of the Contest Rules is determined to be invalid or otherwise unenforceable, then the Contest Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. This Contest is no way sponsored, endorsed, administered by, or associated with Instagram.