

RULES AND REGULATIONS

“WinSport Canada’s Design Your Own Helmet” Contest Rules and Regulations

1. **Agreement:** These rules are governed by WinSport Canada®. No purchase is necessary to enter the Contest. The act of entering the Contest constitutes acceptance of the contest rules and the decision of the Contest judges.
2. **Sponsors:** The Contest Sponsors are Bow Cycle, Kona Canada, WinSport Canada, and The Calgary Sun.
3. **Eligibility:** The Contest is open to all residents of Alberta exceptions include employees, immediate families and anyone living with any employee of the sponsors or their corporate affiliates, advertising or promotional agencies. Illegible entries, bulk drop offs, photocopies, scanned copies, facsimiles or other mechanically or electronically reproduced entries that are not to the submission specifications will not be accepted and will be disqualified.
4. **Contest:** Download a “Design Your Own Helmet” template from www.winsportcanada.ca and submit your custom design. The Contest begins at 12:01am MST on July 26, 2010 and ends at 11:59am August 6, 2010. Ten (10) selected contestants will be chosen by judges, which will take place on August 6, 2010. The top 10 helmet designers will be unveiled on August 9, 2010 on www.winsportcanada.ca. Online voting will commence at 11:59pm on August 9, 2010 until 11:59am on August 13, 2010. Submission with the most votes will receive the following:

GRAND PRIZE:

One (1) Kona rider outfit comprised of a Kona shirt, shorts and jacket
One (1) Downhill rider helmet
Cost of having helmet design applied to helmet
Twenty (20) full-day hill tickets

(Approximate retail value \$600.00)

One (1) Downhill Full Faced Helmet - \$260.00
One (1) Jersey SS Stripes 1313 MD - \$59.99
One (1) Short Block 1603 BK MD 32" - \$74.99
One (1) Jacket DH 1100 Blk MD – \$129.99

TOP 10 PRIZES:

Five (5) Supreme gloves - \$39.99
Five (5) Cowan gloves - \$39.99

Only one entry per individual is permitted. Participation in the **WinSport Canada’s Design Your Own Helmet Contest** constitutes the entrant’s full and unconditional agreement to and acceptance of these Official Rules and Regulations prior to receiving the prize, the winner will be required to sign an affidavit of eligibility and release form releasing the Sponsors of all liability, confirming compliance with the rules and consenting to the use of his or her name and photograph, without further compensation, in any publicity carried out by the Sponsors and/or their advertising and promotional agencies.

5. **Privacy:** We use your personal contact information to administer contests, including contacting, announcing and promoting prizewinners. Contests are run in compliance with WinSport Canada privacy code.
6. **Website Problems and Disputes:** The Sponsors assume no responsibility for failure of the internet during the contest, or any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof

including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the contest. WinSport Canada reserves the right to cancel or suspend the online portion of this contest should a virus, bug or other cause beyond their reasonable control corrupt the security or proper administration of the contest. Any attempt to deliberately damage any website or to undermine the legitimate operation of this contest is a violation of criminal and civil laws. Should such an attempt be made, WinSport Canada and the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

7. **Banning:** The Sponsors may, in their sole discretion, prohibit any person from entering any contest that they believe to be abusing the rules. Such abuse includes entering false information and spamming.
8. **Release:** Winner will be required to execute a legal agreement and release ("Release") that confirms Winner's (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest including, but not limited to affecting the integrity and effectiveness of the altered helmet, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Winner's name, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.
9. **Indemnification by entrant:** By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
10. **Limitation by Liability:** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, 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 Sponsors 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 Sponsors 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. 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.

11. **Privacy/Use of Personal Information**

(a) By participating in the Contest, entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winners; and (ii) acknowledges that the Sponsors may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) and (ii) above. The Sponsors will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the *Personal Information Protection Act* of Alberta.

12. **Intellectual Property:** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their 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.

13. **Termination:** Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

14. **Law:** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. 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 Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Alberta 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.

15. **Language Discrepancy:** 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, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

16. **Other:** All decisions of the contest judges are final. Contests are governed by the laws of Alberta and the laws of Canada applicable therein. The Sponsors reserve the right to cancel or modify any contest or the contest rules at any time without notice. All prizes must be accepted as awarded, are non-transferable and are not convertible to cash. The Sponsors reserve the right to substitute any prize or portion of the prize with a prize of equal or greater value. All prizes are awarded as-is and no warranties or guarantees are implied or expressed, beyond the standard manufacturer's warranty. The odds of winning depend on how many eligible entries are received. Sponsors are not liable for any lost or stolen entries or inability to process entries, or any errors, damage or negligence that may arise in connection with this contest, including technical failures on the part of contest software, virus, website down-time, human error or property damage incurred by any contest entrant. The winning design may be altered in order to fit the helmet and the winner acknowledges and accepts such alterations.