

MICHELIN SPRING INTO MOTION SWEEPSTAKES

OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. BUYING WILL NOT HELP YOU WIN. IT IS ILLEGAL TO GIVE ANY ADVANTAGE IN A SWEEPSTAKES TO THOSE WHO BUY A PRODUCT OR SERVICE. A VALID EMAIL ACCOUNT IS NECESSARY TO ENTER. THIS SWEEPSTAKES IS OPEN ONLY TO LEGAL RESIDENTS OF CANADA WHO HAVE REACHED THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE AT THE TIME OF ENTRY.

The Sweepstakes (defined below) is governed by these official rules and the terms and conditions therein (collectively, the "Official Rules"). The words "you," "your," "entrant," and "participant" refer to the natural person entering the Sweepstakes. The Sweepstakes is subject to all federal and provincial laws and all applicable municipal regulations. The Sponsor reserves the right, at its sole discretion, to modify these Official Rules and to modify, cancel, or suspend this Sweepstakes, without prior notice, for any reason whatsoever, including due to circumstances beyond its control that could compromise or threaten to compromise the security or proper administration of the Sweepstakes, subject to the approval of Régie des alcools, des courses et des jeux, if required.

 SWEEPSTAKES DESCRIPTION AND PERIOD: The SPRING INTO MOTION online Sweepstakes (the "Sweepstakes") begins at 8:00 a.m. on April 5, 2021, and ends on May 23, 2021 at 11:59 p.m. ET (the "Promotion Period"). All entries submitted must be received by 11:59 p.m. ET on May 23, 2021 ("Sweepstakes Deadline"). The Sponsor's clock is the official timekeeper for the Sweepstakes.

Prizes are awarded subject to compliance with these Official Rules. By entering this Sweepstakes, each Entrant gives Michelin North America (Canada) Inc. (the "Sponsor") their express permission to contact them by telephone, email, or postal mail for Sweepstakes purposes only. In addition, Entrants will be given the option to receive future emails, updates, offers, and promotional materials from the Sponsor; however, Sweepstakes eligibility is not dependent upon such consent, and consenting has no impact on an Entrant's chances of winning. Only Entrants who have given their consent will receive such offers. If you would prefer not to receive future sweepstakes mailings from us or if you wish to have your name removed from the mailing list for sweepstakes, please write to Michelin North America (Canada) Inc., Attn.: Marketing Department, 2500 Daniel-Johnson Blvd., Suite 500, Laval, QC H7T 2P6, Canada or click the "unsubscribe" link in emails.

2. **SPONSOR**: This Sweepstakes is presented by Michelin North America (Canada) Inc., headquartered at 2500 Daniel-Johnson Blvd., Suite 500, Laval, QC H7T 2P6, Canada.

3. **ELIGIBILITY:** To be eligible for the Sweepstakes, an individual must: (i) successfully enter the Sweepstakes, the process of entry being described below; (ii) be at least the age of majority in the province or territory of residence on the date of entry submission; (iii) be a legal Canadian resident; and (iv) not be an employee (full-time or part-time), an immediate family member or a member of the household of an employee of Sponsor, its parent company, subsidiaries or affiliates, its franchisees and their subsidiaries and affiliates, or any of their advertising and promotion agencies or any other business entity engaged in operating the Sweepstakes or selecting the Winner of the Sweepstakes. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related. Entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which, except as otherwise provided for in these Official Rules, are final, binding and not disputable in all matters related to the Sweepstakes.

4. HOW TO ENTER AND REQUIREMENTS FOR PARTICIPATION:

- a. With product purchase. To enter, during the Promotion Period, just go to the Sweepstakes web page at michelin.ca/en/spring2021 and complete the Sweepstakes Entry form by inserting the following information: your first and last names, email address, mailing address (civic number, street, city, province or territory, postal code), telephone number and your answer to the mathematical skill-testing question. Then, click the box to confirm your purchase of 4 new MICHELIN® passenger or light truck tires made during the Promotion Period and the box confirming your acceptance of the Sweepstakes Official rules. Then, click on the button to submit your entry. BE CAREFUL TO KEEP THE INVOICE CONFIRMING THE ABOVE MENTIONED PURCHASE AS YOU WILL BE REQUIRED TO SUBMIT IT IN ORDER TO BE DECLARED A WINNER IF YOUR ENTRY WITH A PURCHASE IS DRAWN. All entries must be received during the Promotion Period, and Entrants must provide the required contact information and meet eligibility requirements to be eligible. Each tire purchase invoice may only be used by one Entrant to enter the Sweepstakes. Entrants may enter using only an email address subscribed to and registered in their name. In the event of a dispute regarding entries submitted by multiple individuals using the same email, entry will be deemed to have been submitted by the authorized holder of the email account associated with the email address used to enter the Sweepstakes at the actual time of entry. The authorized account holder of the email address is defined as the natural person who is assigned to the email address by an Internet service provider or other organization responsible for assigning email addresses for the domain associated with the submitted email address. Multiple entries per person or email address account in excess of the limits stipulated in these Rules or the use of scripts, macros, automated or programmed entries, or any other similar methods or agents (including, but not limited to, sweepstakes-entry services) are prohibited and will disqualify all entries by that Entrant. Proof of entry transmission or submission is not proof of entry receipt by the Sweepstakes Sponsor. All entries become the property of the Sweepstakes Sponsor as soon as they are received, and none will be returned.
- **b. Without purchase entry method.** To enter without making a purchase, mail a letter of fifty (50) words or more explaining why you would like to win a prize in this Sweepstakes, with your name, address, day and evening telephone numbers, email address and Sweepstakes name to "MICHELIN SPRING INTO MOTION SWEEPSTAKES", 120-85 St-Paul W, Montreal, QC, H2Y 3V4. Mail-in entries must be postmarked within the Contest Period and be received prior to the random prize draw date (outlined below) to be valid. Limit of one (1) entry per postage-stamped envelope per person.

Sponsor is not responsible for entries that are lost (for any reason, including technical difficulty, network failure, or omissions), incomplete, inaccurate, interrupted, stolen, deleted, delayed, garbled, mutilated, damaged, illegible, late, or misdirected or that are reported undeliverable or untransmittable; or for printing, typographical, or any other errors appearing within these Official Rules or in any Sweepstakes-related materials; or for other errors or problems of any kind whether mechanical, technical, human, telephonic, network, wireless, or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or problems that may occur in connection with the administration of the Sweepstakes, the processing of entries, the announcement of a Prize, the inability to access a website associated with the Sweepstakes or process any transaction thereon; or for inaccurate transmissions or failure to receive entry information on account of technical problems, Internet traffic congestion, or any combination thereof. Any such entries will be void. The Sponsor is not responsible for fraudulent entries. Any activities intended to disrupt or interfere with the proper operation of the Sweepstakes or to defraud the Sponsor in any way will be prosecuted to the fullest extent of the law.

If you enter by accessing the URL through a mobile device, data rates may apply depending on your mobile carrier. Please check with your carrier to determine if you will incur such charges before entering. To participate in the Sweepstakes you **do not** have to access the URL through a mobile device. There is a limit of one entry per person, regardless of the method of entry.

PRIZES, ODDS, AND TAXES: There are seventy-six (76) prizes to be won. They are as follows:

Nb of prizes	Description	Approximate retail value
5	Thule rooftop cargo carrier, Vector M model and Evo WingBar ou SquareBar Evo Thule support rack components (depending on availability). N.B. Winner may choose another Thule model of items to fit his/her vehicle, subject however to availability and to the restriction that the total value (taxes included) does not exceed \$2,500. Should the total value (taxes included) be less, no compensation will be awarded.	\$2,500
10	Louis Garneau hybrid bike, Urbania 4 equipped with MICHELIN® tires (handles differ from model shown in Contest advertisements). Bike delivered to winner's address requires assembly. Therefore prize includes a \$100 VISA prepaid card to cover the cost of assembly at the bike store of winner's choice.	\$1,000
25	Electronic gift card to enjoy the summer (to be chosen by the winner)	\$550
15	FitBit Sense smartwatch	\$430
20	Bose QuietComfort wireless earbuds	\$350
1	Electronic gift card to enjoy the summer (to be chosen by the winner)	\$300

Odds of Winning a Prize: Odds of winning depend upon the total number of eligible entries received.

The Sponsor bears no responsibility if any event, element, or detail of a Prize is cancelled, postponed, or becomes unavailable for any reason. Should such a situation occur, the Sponsor shall have no obligation to the Prize Winner. In the event where it would be impossible, difficult and/or more costly for the Sponsor to award a Prize (or a portion thereof) as described in these Official Rules or should availability or delivery be significantly delayed, notably because of any pandemic or public health restrictions imposed by the civil authorities, they reserve the right to award a Prize (or portion thereof) of the same nature and of equal or greater value or, at their sole discretion, the cash value of the Prize (or portion thereof) as indicated in these Official Rules.

Taxes and other expenses: Prize Winners will be solely responsible for any federal, provincial, territorial and municipal taxes, fees, and any other expenses and costs associated with or imposed on the Prize. By entering the Sweepstakes, each Entrant agrees that, if selected as a Winner, they will provide the Sponsor with all information required for the Sponsor to complete the appropriate tax forms and related documents (if any).

Prizes are non-assignable and non-transferable. The Prizes must be accepted as awarded and have NO CASH VALUE, and no cash alternative or Prize substitutions will be allowed or awarded.

- 6. WINNER REQUIREMENTS: The Winner will be required to provide proof that they are in compliance with all requirements for winning the Prize, are a legal resident of Canada, have reached the age of majority in their province or territory of residence on the date of entry, and can provide proof of identity and residency for verification. The Sponsor will be the sole arbiter as to the sufficiency of said proof. The potential Winner will be required to (i) correctly answer, without assistance of any kind, the Sponsor's mathematical skill-testing question appearing on the entry form or on the declaration of eligibility form in the case of a no purchase entry, as the case maybe; (ii) comply with the Official Rules; and (iii) sign and return a declaration of eligibility, in the form provided by the Sponsor, within the time specified attesting that they have met the eligibility requirements along with, in the case of an entry made with a purchase, the invoice confirming the purchase mentioned in section 4 (a) above. Entry in the Sweepstakes constitutes acceptance of these Official Rules. Failure to comply with the Official Rules or any procedure set forth herein will result in forfeiture of the Prize, and an alternate Winner may be selected.
- **DRAW AND NOTIFICATION:** At 10 a.m. ET on May 31, 2021, an electronic random drawing will be held by the Sponsor (or its designated representative) at CRI agence offices (120-85 St-Paul W, Montreal, QC, H2Y 3V4, Canada) from all eligible entries received during the Promotion Period to select seventy-six (76) winners. Potential Winners will be notified on the same day by email at the email address provided at time of entry and may be required to complete, have notarized and return an affidavit of eligibility, a liability release, and a publicity release (collectively, "Eligibility and Release Documents") within ten (10) business days of notification. As mentioned above, the potential Winners will be required, as a condition of winning a Prize, to correctly answer, without assistance of any kind, the mathematical skill-testing question appearing on the entry form or, in the case of a no purchase entry, on the declaration of eligibility form. All notifications will provide the potential Winners with instructions on how to electronically submit their contact information to allow the Sponsor (or the Sponsor's representative) to verify their eligibility and prize-winning status. If potential Winners fail to follow the instructions within forty-eight (48) hours of notification, they may lose their right to the Prize and another random draw for the Prize may be held from among all eligible entries. Upon receipt of a Winner's claim and all required documentation, the Prize will be delivered to the winner by email (in the case of gift cards) within sixty (60) days after the draw at the email address given at time of entry and will be awarded in the form of a promotional code; in the case of smartwatches and earbuds, they will be sent by courier within the same delay; as for Thule equipment, winners will be

informed as to where they can come to pick up their prize within sixty (60) days following the draw. As for bikes, they will be delivered to the winners' address within the same delay. Prizes will be drawn and awarded in the order they are listed above. There is a limit of one prize per person.

In the event that technological, programming, printing, communication, human, or other errors cause the number of Prizes announced, to be claimed, claimed, or received or the number of Winners notified to be more than indicated in these Official Rules, the Sponsor reserves the right, at its sole discretion, to award only the number of Prizes stated in these Rules through a random draw among all eligible Entrants or through any other method deemed fair and equitable by the Sponsor.

- 8. **LIST OF WINNERS:** To receive the list of Winners, send an email to michelin@criagence.ca no later than July 31, 2021, with the following subject line: MICHELIN SPRING INTO MOTION Sweepstakes Winners List.
- 9. ADVERTISING: By entering the Sweepstakes, each Entrant has the option to grant permission to the Sponsor and its agents, designees, and licensees, without further compensation, to use the Entrant's name, voice, photograph/likeness, and any other information provided in their entry for advertising and promotional purposes, worldwide and in perpetuity, in any and all currently known or future media (including and without limitation, the Internet), except where prohibited by law. Upon request and after the selection of Winners, each Winner will be asked to provide the Sponsor consent to such in writing. Winners do not have to provide such consent, and the Sponsor will not and cannot disqualify a Winner if that Winner withholds the requested consent.
- 10. GOVERNING LAW, JURISDICTION, AND DISPUTE SETTLEMENT: This Sweepstakes is subject to all federal and provincial laws and regulations adopted with respect to such laws. For non-Quebec residents: All matters relating to the interpretation, validity, and enforceability of the Rules or the rights and obligations of the Entrant and the Sponsor to each other in connection with the Sweepstakes shall be governed by the laws of Ontario and shall be interpreted accordingly, without regard to any provisions or rules governing the choice of law or conflict of laws that would enforce the laws of any other jurisdiction. For Quebec residents: disputes regarding the conduct or organization of a sweepstakes may be submitted to Régie des alcools, des courses et des jeux for a ruling. Disputes regarding the awarding of a Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- 11. INDEMNIFICATION AND LIMITATION OF LIABILITY: BY ENTERING, ENTRANTS AGREE TO RELEASE, INDEMNIFY, DEFEND, AND HOLD HARMLESS TO THE FULLEST EXTENT PERMITTED BY LAW THE SPONSOR, ITS PARENT COMPANY, ITS AFFILIATES AND SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES, AND AGENTS ("RELEASED PARTIES") FROM AND AGAINST ANY AND ALL ALLEGED OR ACTUAL CLAIMS, injury, liability, lawsuits, and losses and any damages and compensation (INCLUDING INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE), INCLUDING ATTORNEYS' AND OTHER LEGAL FEES, CHARGES, OR EXPENSES, WHETHER FOR PERSONAL INJURY (INCLUDING DEATH AND INTENTIONAL TORTS), DAMAGE TO PROPERTY, OR OTHERWISE, MADE AGAINST OR SUFFERED OR INCURRED BY ANY OF THE RELEASED PARTIES AS THE RESULT OF (I) ENTRY, PARTICIPATION IN, OR USE OF SWEEPSTAKES OR ANY SWEEPSTAKES ACTIVITIES; (II) ACCEPTANCE, DELIVERY, POSSESSION, USE, OR MISUSE OF A PRIZE; (III) PARTICIPATION IN ANY PRIZE-RELATED ACTIVITIES OR ANY ELEMENTS THEREOF; OR (IV) ACCESS TO OR USE OF (OR FAILURE TO ACCESS OR USE) THE SWEEPSTAKES WEBSITE, DOWNLOADS FROM THE WEBSITE, OR THE PRINTING OF MATERIAL FROM THE SWEEPSTAKES WEBSITE.

To the fullest extent permitted by law, Entrants and Winners agree not to sue any Released Party or cause them to be sued with respect to any matter in dispute arising out of the foregoing, and further undertake not to disaffirm, limit, or rescind said Release. A waiver by one or more Sweepstakes entities of any provision in these Official Rules does not constitute a waiver of any other provision. Any invalid, illegal, or unenforceable provision shall be deemed severed from these Rules only to the extent of its invalidity, illegality, or unenforceability, and these Rules shall be construed and enforced as if they did not contain the stricken provision.

- 12. **INTELLECTUAL PROPERTY:** All intellectual property, including, without limitation, trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans, and representations, is the property of the Sponsor or its respective owners. All rights reserved. Any copying or use of any of the Sponsor's intellectual property without its express written consent is strictly prohibited.
- 13. PRIVACY: Except as otherwise provided in the Official Rules, in the Sponsor's privacy policy (available at https://www.michelin.ca/en/privacyPolicy.html), or as otherwise agreed to by you, any personal information provided in connection with this Sweepstakes will only be collected, used, and disclosed by the Sponsor for the purposes of administering and conducting this Sweepstakes, including, without limitation, verification of Entrant eligibility and identity and awarding of Prizes. Personal information provided as part of this Sweepstakes may be collected in, transferred to, processed, and stored in Quebec. Such information will be subject to the general laws applicable within the provinces and territories concerned, including, without limitation, possible access by or through regulatory authorities. The Sponsor will not sell, share, or otherwise disclose personal information provided in connection with this Sweepstakes to or with third parties or agents, other than the third parties or agents engaged by the Sponsor for the above purposes or as permitted or required by applicable law.

ABBREVIATED RULES: *Prizes offered may differ from items shown. See rules for no purchase entry option. The Sweepstakes is open exclusively to residents of Canada who have reached the age of majority in their province or territory of residence at time of entry. Skill-testing question required. Eligible winner must sign declarations, waiver/releases, and/or other documents as required by Michelin. Odds of winning depend on the total number of entries received. Full rules and prize details at michelin.ca/spring2021-rules.pdf.