# ARC'TERYX ACADEMY FILM FEST GIVEAWAY (the "Sweepstakes") OFFICIAL RULES

### NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED.

**Sponsor**: Arc'teryx Equipment, a division of Amer Sports Canada Inc., registered under N° BC1040997 at British Columbia, Canada, with a principal office at 110 - 2220 Dollarton Highway, North Vancouver, British Columbia, Canada, V7H 1A8 and its respective parents, affiliates and subsidiaries, and the directors, officers, employees, and agents ("Sponsor"). This promotion promotes Arc'teryx.

1) ELIGIBILITY: This Sweepstakes is offered only to permanent, legal residents of Austria, the fifty (50) United States, including the District of Columbia, and Germany, Austria, Belgium, Denmark, Finland, France, Ireland, Norway, Poland, Czech Republic, United Kingdom, Sweden, and Switzerland, with a valid mailing address (P.O. Box not accepted) ("United States"), of at least eighteen (18) years of age or older as of the day on which they enter, and who are already in attendance at the 2025 Arcteryx Freeride Academy: Film Night: The art of the moment, and Film Night: The Journey of Storytelling. Employees of Sponsors, and of each of their respective parents, affiliates, subsidiaries and related companies, advertising and promotion agencies, and the immediate families (spouse, and parents, siblings and children, and each of their respective spouses regardless of residence) and household members of each, whether related or not, are not eligible. Void where prohibited.

**2) TIMING**: The Sweepstakes begins at 3:00:00 PM Central Time ("CT") on February 7, 2025 and ends at 9:59:59 PM CT on February 8, 2025 (the "Entry Period").

**3) HOW TO ENTER**: No purchase necessary. **Entry**: During the Entry Period, entrants must visit the designated Arc'teryx webpage by visiting the Arc'teryx Academy 2025 Film Fest, scanning a QR code, and complete an entry form for entry into the Sweepstakes. The only valid way to enter the Sweepstakes is by completing an entry form on the designated Arc'teryx website. Incomplete or inaccurate entry forms are void. Follow the instructions on the webpage to complete the Sweepstakes entry form, including submitting your name, email address, and other required information. By entering, you acknowledge compliance with these Official Rules including all eligibility requirements. Failure to comply with the Official Rules may result in disqualification from the Sweepstakes. Entries become the property of Sponsors and will not be returned. Please see the privacy policy located at arc'teryx.com (https://arcteryx.com/us/en/help/privacy) for details of Arc'teryx's policy regarding the use of personal information collected in connection with this Sweepstakes. BY SUBMITTING AN ENTRY, ENTRANT ACKNOWLEDGES THAT HIS/HER NAME MAY BE POSTED ON ANY SPONSORS MEDIA PAGES OR ON SPONSORS WEBSITES, IN SPONSOR'S DISCRETION IN CONNECTION WITH THE SWEEPSTAKES.

LIMIT ONE (1) ENTRY PER PERSON, PER EMAIL ADDRESS, OR PER HOUSEHOLD ADDRESS DURING THE PROMOTIONAL PERIOD. LIMIT OF ONE (1) PRIZE PER PERSON FOR THIS PROMOTION. Although subsequent attempts to enter may be received, only the first entry received from a particular individual will be eligible to win. Additional attempts to enter the same drawing will be disqualified. The submission of an entry is solely the responsibility of the entrant. Entries may only be made according to the method described above. Only eligible entries actually received by Sponsors and Administrators before the end of the specified entry deadline will be included in the prize drawing. Illegible, unintelligible, incomplete or garbled entries will be disqualified.

You may receive direct electronic marketing, such as promotional messages by the Organizer, by checking the box indicated on the entry form. You can always opt-out from receiving direct electronic marketing by following the instructions in the messages or by contacting consumerservice-us-en@wilson.com.

**4) CONDUCT**: By entering the Sweepstakes, entrants agree to comply with and be bound by these Official Rules. The Official Rules will be available throughout the Entry Period on the Arc'teryx website. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes.

Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be: (a) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (b) violating the Official Rules; or (c) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**5) PRIZES. LIMIT ONE (1) PRIZE PER PERSON**: Up to Four (4) Prizes; one (1) Prize per person.

<u>The "Prize"</u>: The "Prize" consists of one (1) Sabre Jacket (Approximate Retail Value ("ARV": \$600) and one (1) Sabre Pants (ARV: \$600). ARV of the total Prize is: \$1,200). ARV of the total Prizes: \$4,800.

Any difference between stated approximate retail value and actual value of Prize will not be awarded.

6) **PRIZE RESTRICTIONS/CONDITIONS:** The Prizes are personal, non-exchangeable, non-transferable and non-refundable. No cash alternative is available, except if any prize (or any part thereof) becomes unavailable due to circumstances beyond the Organizer's control, in which case Organizer may offer an alternative prize of equal or greater monetary value. To the extent not prohibited under applicable mandatory law, you will be solely responsible for all applicable taxes relating to your receipt and/or use of the prize, if applicable. The Organizer will give notifications

to tax authorities and pay any taxes that it is obliged to pay in accordance with applicable mandatory law.

Except where prohibited by law, potential winners may be required to return an Affidavit of Eligibility and Publicity & Liability Release and any other reasonably required documents within five (5) days following attempted notification or prize may be forfeited.

Unless otherwise provided under applicable mandatory law or expressly stated in writing in connection with the distribution of the prize, the prize is awarded on an "as is" basis and the Organizer, nor any of its affiliates, makes any representations or warranties of any nature with respect to the prize.

**7) DRAWING**: Up to Four (4) potential Prize Winner will be selected at random from a drawing of all eligible entries received during the Entry Period. The date of the selections will be on or about 11:00:00 AM CT on February 7, 2025 for two winners, and February 8, 2025 for two winners.

The odds of winning will depend on the total number of eligible entries during the Entry Period.

8) NOTIFICATION OF WINNERS/AWARDING OF PRIZE: The potential Prize Winners will be notified via email and may be publicly announced on Sponsor media pages. By entering this Promotion, you agree to such publication of your name if you are a winner. You are allowed to withdraw your consent at any time. If a winner cannot be reached within five (5) business days as of the date on which the Organizer first attempted to reach the winner, or if the Organizer has reasonable grounds for believing that a Participant has contravened any of these Terms, the initial winner will be considered to have forfeited his/her right to the prize and the Organizer is entitled to either draw another winner or forego awarding the Prize. The Organizer's decision(s) are final and no correspondence shall be entered into.

#### 9) GENERAL CONDITIONS

Except where prohibited by law, Organizer is not responsible for any typographical errors in these Terms or the advertising and promotion of the Promotion; any kind of electronic, hardware, software or technical problems caused by Organizer, the user or by any of the equipment or programming associated with or utilized in the entry process; any human error which may occur in the processing of the entries or the selection of the entries, or which may limit any Participant's ability to participate in this process.

If the Promotion becomes compromised, hampered, interrupted, not capable of running as planned, or rendered impossible of performance in any way, Organizer reserves the right, in its sole discretion, to cancel, suspend or withdraw the Promotion, or to amend these Terms without notice, and, if possible, selectPrize Winners from all eligible entries received prior to or after the cancellation, suspension, reschedule orwithdrawal.

Each Participant will not knowingly damage or cause interruption to the Promotion and/or prevent others from participating in the process. CAUTION: ANY ATTEMPT TO DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION HEREUNDER

# VIOLATES CRIMINAL OR CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, ORGANIZER MAY DISQUALIFY ANY PARTICIPANTMAKING SUCH ATTEMPT AND ORGANIZER MAY SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

By entering the Promotion, Participants agree to be bound by these Terms and the decisions of Organizer.

# **10) LIABILITY**

*For residents of Germany* – Organizer or its affiliates are subject to liability for claims for damages resulting from injury to life, body or health or from the violation of essential contractual obligations as wellas liability for other damages arising from an intentional, fraudulent or grossly negligent breach of duty of Organizer or its affiliates. In other cases in which damages are the result of slight negligence, the Organizer's and/or its affiliates' liability will be limited to the value of the prize to the extent permitted by applicable mandatory law. In all other cases, the Organizer's liability is excluded.

*For Residents of all other countries of in the Territory* – Nothing in these Terms shall exclude or in any way limit the Organizer's liability for fraud, or for death or personal injury caused by the Organizer's negligence or any other liability to the extent the same may not be excluded or limited as a matter of law. Some jurisdictions may not permit limitations of certain rights, claims, implied warranties or types of damages. Some of the following limitations may, therefore, not apply to you.

Subject to previous section, the following shall apply. To the extent permitted by applicable mandatory law, by participating in the Promotion, you agree to release the Organizer and the FTF and their respective parents, affiliates, subsidiaries, and related companies, divisions, advertising and promotion agencies and the respective employees, directors, and officers of the foregoing (collectively, the "Releasees") from any and all liability arising in any manner out of the Promotion including, without limitation, the selection of the winner, the administration of the Promotion, and the acceptance or the use of the prize or any componentthereof as well as to indemnify and hold the Releasees harmless from and against any claims, damages, liabilities, losses, costs or expenses arising from, or attributable to, any of your acts or omissions relating to the Promotion. Except in the event of gross negligence or willful misconduct, the Releasees' liability willin any case be limited to the value of the prize to the extent permitted by applicable mandatory law.

#### **11) DISPUTE RESOLUTION**

This Promotion is offered only in the fifty (50) United States, including the District of Columbia, and Germany, Austria, Belgium, Denmark, Finland, France, Ireland, Norway, Poland, Czech Republic, United Kingdom, Sweden, and Switzerland and is governed by the lawsof England.

*For residents of the European Union* - If a dispute, conflict or controversy arising out of, or in connection with this Promotion, cannot be resolved through negotiation between the parties, the European Commission provides a platform for online dispute settlement. This gives you the

opportunity to settle disputes in connection with these Terms without first engaging a court. The platform can be found at <u>http://ec.europa.eu/consumers/odr/</u>. The consumer can also submit the matter for resolution to a competentnational dispute resolution body.

For residents of all other countries in the Territory – All claims must be resolved in the federal or state courts of Cook County, Illinois, United States. Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Promotion, or any prizes awarded, other than those concerning the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of actionarising out of or connected with this Promotion, or any prizes awarded, shall be resolved exclusively by theUnited States District Court or the appropriate Illinois State Court located in Chicago, Illinois; (iii) any andall claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (iv) under no circumstances will Participant be permitted to obtain awards for, and Participant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DONOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. Laws in the

Participant's country of residence may give Participant the right to file claims before the courts of that country and may provide that some laws of that country are also applicable to this Promotion. However, if any provision of these Terms or the application of any such provision to any person or circumstance shall be declared to be invalid, unenforceable or void, such decision shall not have the effect of invalidating or voiding the remainder of these Terms, it is the intent and agreement of the parties that these Terms shall be deemed amended by modifying such provision to the extent necessary to render it valid, legal and enforceable while preserving its intent or, if such modification is not possible, by substituting therefore another provision that is valid, legal and enforceable so as to materially give effect to Organizer's intent.

**12) PRIVACY POLICY:** By entering the Sweepstakes, you agree to Sponsor's use and dissemination of your personal information to third parties. Such use and dissemination of such personal information shall be subject to any privacy policy of Sponsor then in effect, available at https://arcteryx.com/us/en/help/privacy.

**13) WINNER LIST:** For a list of the Prize Winners, mail a self-addressed, stamped envelope to be received by October 1, 2025 to: AR'TERYX FILM FEST GIVEAWAY WINNERS, Attn: Legal Department, 110 - 2220 Dollarton Highway, North Vancouver, British Columbia, Canada, V7H 1A8.