

**BRP- "Rotax Photo Challenge" Contest  
OFFICIAL RULES**

- 1. PARTICIPATION CONSISTUTES ENTRANT'S FULL AND UNCONDITIONAL AGREEMENT TO AND ACCEPTANCE OF THESE OFFICIAL RULES.** The Rotax Photo Challenge Contest (hereinafter referred to as the "Contest") is for a limited time and begins on October 15<sup>th</sup>, 2008 at 12:00:01 a.m. Central European Time ("CET") and shall end as of 11:59 p.m. CET on March 15<sup>th</sup>, 2008. The Contest is sponsored by BRP-Rotax GmbH & Co KG, Welsersstraße 32, 4623 Gunskirchen, Austria (the "Sponsor").

By participating in this Contest, you acknowledge and agree that the Sponsor may collect the personal information submitted by you, and use the information pursuant to its privacy policy available on line at [www.kart-rotax.com](http://www.kart-rotax.com).

- 2. NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.**

- 3. ELIGIBILITY.** The Contest is only open to contestants who are legal residents of AUSTRIA, CANADA (but excluding the Province of Quebec), DENMARK, FRANCE, GERMANY, GREECE, REPUBLIC OF IRELAND, JAPAN, RUSSIA, SOUTH AFRICA, SWITZERLAND, UNITED KINGDOM (including Northern Ireland), and the UNITED STATES OF AMERICA (but excluding the States of Florida, New York and Rhode Island), who are 18 years old or older and are legally competent to enter into legally binding agreements under the laws of the jurisdiction in which they reside at time of entry. Void where prohibited by law. Since some jurisdictions may not allow, or may limit, the validity of some or part of the provisions of these Official Rules, it is expressly understood and agreed that such shall not limit the validity or enforceability of any other provisions herein and any and all clauses contained in these Official Rules will be valid to the fullest extent permitted under the applicable law. Employees of Bombardier Recreational Products Inc. ("BRP"), BRP-Rotax GmbH & Co KG., their subsidiaries, distributors, service centers, dealers and affiliates of the Sponsor, and their immediate families (spouses and parents, siblings, children, and their spouses) and persons living in the same household of such individuals (whether related or not), are not eligible. The Sponsor reserves the right to terminate, modify or suspend this Contest, or disqualify any participants, in its sole discretion, at any time, and with no liability.

Canadian residents who are potential winners will have to answer a skill question ( $2 \times 10 \div 4 + 30 - 2$ ) to become official winners.

- 4. JUDGING/PRICE CLAIMS**

**HOW TO PARTICIPATE/PLAY ONLINE.** To participate in the contest, visit [www.kart-rotax.com](http://www.kart-rotax.com) and complete the online registration form to register. As part of your registration you must include your full legal name, physical address, telephone number, country of

residence, age, e-mail address and a picture of yourself and your MAX engine and/or "50.000 Max Member" sticker. The "Rotax 50.000 Max Member" sticker will be available for free at the distributors located in your country of residence (see full list of BRP-Rotax Kart distributors at <http://www.kart-rotax.com/distributors/distributors.aspx>) or you can download the sticker image from <http://www.kart-rotax.com> and print it out. After you have registered you will receive an automated confirmation e-mail sent to the e-mail address you have provided in the registration form, which will contain a hyperlink. To validate your registration you will have to click on and access the hyperlink contained in the confirmation e-mail. You must update the shown information as necessary to win. If a participant does not truthfully provide all requested personal information, Sponsor may determine that the participant is not eligible to win a prize.

By registering for the Contest, you are also opting-in to become a registered member of Sponsor and agree to accept e-mail and e-mail marketing messages from BRP/Sponsor subject to the terms as set out in the registration form.

**Determination of winners:**

The pictures of the participants will be ranked according to the number of counted views and votes. The prizes will be distributed according to the placement (ranking) of the pictures. The participant whose picture has scored the highest number of views and the highest voting result will be the winner of the Grand Prize. If there is a tie at the end of the Contest, a random drawing will finally determine the winner. Drawing takes place under exclusion of the public. Winning Participant will be notified by phone, mail or e-mail within four teen (14) days after the end of the Contest.

**For example:**

- 1<sup>st</sup> place:** Picture 1 has 1.400 counted views and 500 votes
- 2<sup>nd</sup> place:** Picture 2 has 1.350 counted views and 500 votes
- 3<sup>rd</sup> place:** Picture 3 has 1.350 counted views and 400 votes

**5. PRIZES:**

**First (Grand) Prize:** Sponsor will award the Grand Prize winner a trip to one of the 2009 ROTAX MAX EURO CHALLENGE races. Trip will include roundtrip airfare for two from the closest airport from the winners home to the Location, and hotel accommodations for two nights incl. breakfast; (not covered or subject to reimbursement are any other expenses like mini bar, internet costs at hotel, telephone costs, and other costs for food etc.) (Approximate Retail Value = €3,000).

**Second Prize:** one (1) 125 MAX DD2 engine (Approximate Retail Value = €2,385 excl. taxes)

**Third Prize:** one (1) 125 MAX engine (Approximate Retail Value = €1,891 excl. taxes)

Winners will be solely responsible for any and all applicable taxes, license and registration fees, freight, delivery, dealer preparation, emissions, inspection, additional equipment, insurance, gasoline, engine maintenance, all other fees and expenses not specified herein associated with the receipt and use of this engines. All Rotax Kart engines won must be warranty registered in the name of the winner. Each winner must accept delivery of the Grand, Second and Third prize at a participating authorized Rotax Kart distributor confirmed by Sponsor no later than April 30<sup>th</sup>, 2008, otherwise the prizes will be forfeited.

**ADDITIONAL WINNERS.** In addition to the three Top Prizes (Grand Prize, Second Prize, Third Prize), the following prizes will be awarded to Participants who are ranked between positions Four and Fifty as follows.

**Fourth Prize to Tenth Prize:**

1 of 7 (7) BRP-Rotax Race Overall (Approximate Retail Value= €226.36 excl. taxes)

**Eleventh Prize – Twentieth Prize:**

1 of 10 (10) BRP-Rotax Fleece Jackets (Approximate Retail Value= €39,74 excl. taxes)

**Twenty-First Prize – Thirtieth Prize:**

1 of 10 (10) BRP-Rotax Kart Cover (Approximate Retail Value= €30,63 excl. taxes)

**Thirty-First Prize – Fortieth Prize:**

1 of 10 (10) BRP-Rotax T-Shirt (Approximate Retail Value= €18,34 excl. taxes)

**Fourty-First Prize – Fiftieth Prize:**

1 of 10 (10) BRP-Rotax Cap (Approximate Retail Value= €8,64 excl. taxes)

The prizes are not transferable to any other person than the announced winners, will not be substituted, are non-refundable and non-dischargeable in money, except that the Sponsor, at his sole discretion may decide to substitute a prize of equal or greater value if the advertised prize should not be available.

6. **ODDS OF WINNING.** The odds of winning depend upon the number of entries received.
7. **LIMITATION OF REGISTRATIONS PER PERSON.** Any attempt by any participant to register multiple times by using multiple/different email addresses, identities or other methods will disqualify that participant.
8. **E-MAIL INFORMATION.** All participants who register online will receive an automated e-mail confirmation of their registration. The Sponsor, will send e-mails to the registered email-addresses to inform participants of new marketing and sales activities, to notify participants of impending registration deadlines, and to present participants with opportunities to buy products and/or services that they deem appropriate to the interests of the participants.

**9. PRIVACY STATEMENT.** For a thorough recital of Sponsor's Privacy Policy, please visit: [http://www.kart-rotax.com/privacy\\_policy/privacy\\_policy.html](http://www.kart-rotax.com/privacy_policy/privacy_policy.html)

**10. UNCLAIMED PRIZES WILL NOT BE AWARDED.** All winners will be required to contact the BRP-Rotax Kart distributor located in their country of residence within fourteen (14) days after the announcement of the winners (see full list of BRP-Rotax Kart distributors at <http://www.kart-rotax.com/distributors/distributors.aspx>) Non compliance within this time frame will result in forfeiture of the applicable prize. Winner will be required to provide picture proof of identification, which may include a driver's license, passport or similar government issued identification. Return of any prize/prize notification as undeliverable may result in forfeiture of the applicable prize.

**11. TAX INFORMATION.** Federal, state and local taxes, and all similar fees and assessments, are the responsibility of the winning participant. Sponsor reserves the right to withhold taxes from each winning prize, as appropriate.

**12. NO SUBSTITUTION OF PRIZES.** No substitution or transfer of prizes will be accommodated or permitted, other than at Sponsor's discretion.

**13. PUBLICATION.** Acceptance of any prize constitutes permission for Sponsor, its affiliates, parents, subsidiaries, service centers and dealers to use winner's name and likeness for advertising and promotional purposes without further compensation, except where excluded by law. Each winner further grants to Sponsor the right to use and publish their identity and home state online and in print, or in connection with the contest.

**14. GENERAL CONDITIONS.**

**15. DISQUALIFICATION.** The Sponsor reserves the right to terminate this Contest in whole or in part at any time without any further obligation or liability. Should the Contest be terminated prior to the stated expiration date, notice will be posted on [www.kart-rotax.com](http://www.kart-rotax.com). The Sponsor, their legal representatives, affiliates, subsidiaries, service centers, dealers, parents, agencies, and their respective officers, directors, employees and agents, are not responsible for lost, interrupted or unavailable network server or miscommunications, failed telephone or computer transmissions or technical failure, lost e-mail entries, misdirected transmissions, or other error of any kind, whether human, mechanical or electronic. Persons found tampering with any aspect of the Promotion, as solely determined by Sponsor, will be disqualified. If disqualified for any of the above reasons, Sponsor reserves the right to terminate participant's eligibility to participate in the Contest. In the event that any portion of the Contest is compromised, either by human intervention other causes beyond the control of Sponsor, which in the sole opinion of Sponsor, corrupts, or impairs security, fairness or proper execution of the Contest, Sponsor reserves the right, in its sole discretion, to suspend or terminate the Contest, or to roll all entries into a drawing, or any combination of the above. Sponsor and their legal representatives, affiliates, subsidiaries, service centers, dealers, parents, agencies and their respective officers, directors, employees and agents are not responsible for any problem with entries generated by computer hardware or software malfunction, error or failure, whatever the cause.

Winning entries may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the electronic mail address listed for the potential winning participant.

**16. ARBITRATION/CHOICE OF LAW:** Except where prohibited, participants agree that (a) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the ICC (International Chamber of Commerce), then effective, in Vienna, Austria (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (c) under no circumstances will Participant be permitted to obtain awards for and Participant hereby waives all rights to claim punitive, incidental and consequential damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants and/or Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of Austria without regard to its conflicts of law principles, and all proceedings shall take place in Vienna, Austria.

**17. LEGAL WARNING.** Any attempt by any individual, whether or not a contestant, to damage, destroy, tamper with or otherwise interfere with the operation of the Contest, is a violation of criminal and civil law and Sponsor will diligently pursue legal remedies in this regard against any offending individual or entity to the fullest extent permissible by and law and in equity.

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