# RECHARGE THURSDAY TEST DRIVE CONTEST OFFICIAL RULES AND REGULATIONS

### THIS CONTEST IS OPEN TO RESIDENTS OF ONTARIO, NEW BRUNSWICK, QUEBEC AND BRITISH COLUMBIA ONLY

# NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING.

### 1. KEY DATES:

The Volvo Recharge Thursday Test Drive Contest (the "Contest") is sponsored by Volvo Car Canada Ltd. (the "Sponsor") and begins on September 15, 2022 and occurs every Thursday until the Contest ends on November 3, 2022 (the "Contest Period"). The deadline for the Early Bird Prize draws is October 6, 2022 (the "Early Bird Deadline"). For the avoidance of any doubt, you can only enter the Contest on a Thursday during the Contest Period by visiting an authorized participating Volvo Retailer in Canada (a "Volvo Retailer").

#### 2. ELIGIBILITY:

Contest is open only to legal residents of Ontario, New Brunswick, Quebec and British Columbia who have reached the legal age of majority in their province of residence at the time of entry; except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, Volvo Retailers, their respective parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the "Contest Parties").

### 3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the "Rules").

#### 4. REGIONS:

For the purposes of this Contest, there will be four (4) Regions (each, a "Region") as follows: (i) Ontario; (ii) New Brunswick; (iii) Quebec; and (iv) British Columbia. Eligible entrants will automatically be placed in a Region based on their province of residence.

## 5. HOW TO EARN ONE (1) ENTRY:

To automatically be eligible to earn one (1) Entry (an "Entry"), you must complete the following steps:

- Step 1: Attend a Volvo Retailer in your province of residence during normal business hours on any Thursday during the Contest Period;
- Step 2: Complete a test drive a Volvo Recharge model at the Volvo Retailer (the "Test Drive").

The Volvo Retailer will then complete all necessary steps for you to earn one (1) Entry. To be eligible to book and complete a Test Drive, you must: (i) hold a valid and unencumbered driver's license; and (iii) be insurable. Failure to meet any of the requirements stipulated in these Rules and/or as otherwise specified by or on behalf of the Sponsor (including, but not limited to, by a Volvo Retailer) may result in the inability to participate in a Test Drive. Prior to completing a Test Drive, the Volvo Retailer may require you to produce, properly execute and return certain documentation.

#### 6. ENTRY LIMIT:

There is an overall limit of one (1) Entry per person during the Contest Period. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, multiple identities, any other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest (all as determined by Sponsor in its sole and absolute discretion), then they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. To be eligible, an Entry must be completed in accordance with these Rules during the Contest Period. Eligible Entries completed in accordance with these Rules will be entered into the random draw. The Contest Parties, and each of their respective officers, directors, employees, agents, representatives, agencies, successors and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries and/or other information (all of which is void).

## 7. VERIFICATION:

All Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

### 8. THE PRIZES:

There will be a total of eight (8) Prizes (each, a "Prize") available to be won as follows:

#### **Early Bird Prizes:**

There will be a total of four (4) Early Bird Prizes (each, an "Early Bird Prize") available to be won. There will be one (1) Early Bird Prize available per Region. Each Early Bird Prize consists of selected merchandise from Peace Collective. The total approximate retail value of each Early Bird Prize is \$200 CAD. Early Brid Prize winners remain eligible to win a Grand Prize.

#### **Grand Prizes:**

There will be a total of four (4) Grand Prizes (each, a "Grand Prize") available to be won. There will be one (1) Grand Prize available per Region. Each Grand Prize consists of a weekend getaway in the confirmed winner's province of residence — which includes: (i) use of a Volvo Recharge model (the "Vehicle") for three (3) consecutive days; (ii) a two (2) night stay at a local premium hotel or resort property as selected by the Sponsor in its sole and absolute discretion; (iii) a one (1) night farm to table experience for the confirmed winner and their guest; and (iv) a tree planting experience for the confirmed winner and their guest. The total approximate retail value of each Grand Prize is \$5,000 CAD.

The confirmed winner may be required to present a valid major credit card in their name at the time of hotel check-in to cover any incidental expenses. Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) colour and other specifics of the Vehicle will be at the sole and absolute discretion of the Sponsor and subject to availability; (ii) the confirmed winner will be required to personally take delivery of the Vehicle from a location reasonably close to their place of residence in Canada as determined by Sponsor, in its sole and absolute discretion (the "Location"), and will be required to present adequate personal identification (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification); (iii) Vehicle will not be released unless and until the confirmed winner first shows proof (in a form acceptable to the Sponsor) of having a valid and unencumbered driver's license (equivalent to a full "G" class license in Ontario) in the province/territory in which they reside and proof (in a form acceptable to the Sponsor) of being insurable; (iv) the confirmed winner is solely responsible for all other costs and expenses that are not included in the Prize description above, including, but not limited to, costs and expenses associated with obtaining a valid driver's license, vehicle registration, licensing, insurance, tolls, fuel and fluids; and (v) the winner must sign the Sponsor's form of Vehicle Use Agreement (or other similar document) (the "Agreement") and must be insurable and eligible under the terms and conditions of the Agreement.

Without limiting the effect of the Agreement, the following conditions shall apply to the use of the Vehicle: (a) vehicle must be returned to the Location on the date and time specified by Sponsor; (b) confirmed winner shall be solely responsible for any and all damages (including, but not limited to, excessive wear and tear) to the Vehicle that are not covered by the insurance; (c) only the confirmed winner will be authorized to drive the Vehicle (unless additional drivers have been approved by the Sponsor, in writing, pursuant to the terms of the Agreement); (d) smoking is NOT permitted in the Vehicle; and (e) the vehicle must be returned in accordance with the Agreement and in the same condition as assumed, normal wear and tear excepted.

### For All Prizes:

Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. For the avoidance of any doubt, the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should their Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if their Prize or a component thereof does not prove satisfactory, either in whole or in part.

### 9. ELIGIBLE WINNER SELECTION PROCESS AND ODDS OF WINNING:

### **Early Bird Prizes:**

On October [13], 2022 in Toronto, ON at approximately 10:00 a.m. ET, one (1) eligible entrant per Region will be selected by random draw for an Early Bird Prize from among all eligible Entries completed in accordance with these Rules by the Early Bird Deadline. The odds of winning an Early Bird Prize depend on the number of eligible Entries per Region completed in accordance with these Rules by the Early Bird Deadline.

### **Grand Prizes:**

On November 10, 2022 in Toronto, ON at approximately 10:00 a.m. ET, one (1) eligible entrant per Region will be selected by random draw for a Grand Prize from among all eligible Entries completed in accordance with these Rules. The odds of winning a Grand Prize depend on the number of eligible Entries per Region completed in accordance with these Rules.

### 10. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each eligible winner by email within five (5) business days of the applicable draw date. If an eligible winner cannot be contacted within five (5) business days of the applicable draw date, or if there is a return of any notification as undeliverable; then they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries in the applicable Region in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

### 11. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS THE WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS THE WINNER OR AN ELIGIBLE WINNER. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, each eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of Waiver of Liability, Declaration and Release); and (b) sign and return within five (5) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of their name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then they will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries in the applicable Region in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### 12. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry and/or other information to be received, captured, recorded or work properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to cancel, withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be 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. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

FOR RESIDENTS OF QUEBEC ONLY: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with their Entry for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <a href="https://www.volvocars.com/en-ca/v/legal/privacy">https://www.volvocars.com/en-ca/v/legal/privacy</a>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, 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 parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.