

OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.

1. KEY DATES:

The Exodus Monthly Photo Contest (“**Contest**”) shall run on a monthly basis until the Sponsor (as defined in section 2) decides, in its sole discretion, to cease running the Contest.

2. ELIGIBILITY TO ENTER:

The Contest is open only to residents of Canada (excluding Quebec) and the United States of America (including Washington D.C.) who are eighteen (18) years of age or older (or have reached the legal age of majority in their jurisdiction of residence) at the time of entry. Employees (and those with whom such persons are living, whether related or not) of Zegrahm Expeditions, Inc. (d/b/a Exodus Travels) (“**Sponsor**”) its parent companies, subsidiaries, affiliates, representatives, agents, distributors, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfilment of the Contest (collectively, the “**Contest Parties**”) are not eligible to enter. Age and residency requirements must be met at the time of entry into the Contest. No purchase is necessary to participate in the Contest. Void where prohibited by law.

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 (“**Rules**”) which govern the Contest. Failure to comply with the Rules may result in disqualification from the Contest.

4. HOW TO ENTER:

To enter, submit your contact details and photograph, along with a description of the image through the form provided [HERE](#) (the “**Entry Form**”), in addition to any other information which you are required to submit on the Entry Form. If you are unable to use the Entry Form, you may email your submission to photomaster@exodustravels.com. No purchase is necessary to enter the Contest. You will automatically be eligible to earn one (1) entry (an “**Entry**”) in the Contest. Any Entry including any materials, images, descriptions, videos, photographs and anything else submitted as part of the Entry (collectively the “**Entry Materials**”) and entrants are subject to verification at any time and for any reason by the Sponsor.

Upon sending any Entry Materials to the Sponsor you are giving the Sponsor permission to use all, and any, Entry Materials which you provide to the Sponsor under this Contest in all marketing materials including and not limited to, the Sponsor’s calendar, brochure, website, blog and/or social media channels. You warrant and represent that you have all necessary consents and permissions in the Entry Materials to provide the licence set out in this section 4 (on an irrevocable and perpetual basis) and that the Entry Materials do not infringe upon the third party rights of any third party. This licence under this section 7 is provided to the Sponsor on a royalty-free basis and in consideration of the Sponsor making the Contest available to enter on a monthly basis.

5. ENTRY LIMIT AND CONDITIONS:

There is a limit of one (1) Entry per person per month into the Contest. 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: (i) exceed any of the entry limits stated in these Rules; and/or (ii) disrupt or participate in the Contest in any other fraudulent, dishonest or misleading way, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, officers, 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 Entry.

6. 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 entrant’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 entered (or purportedly entered) 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 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 time for the purposes of the Contest will be the official time-keeping device(s) used by the Sponsor.

7. PARTICIPATION REQUIREMENTS:

BY ENTERING, YOU AGREE THAT YOUR ENTRY COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. BY ENTERING, YOU ALSO AGREE TO RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE CONTEST AND YOUR PARTICIPATION THEREIN AND TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM YOUR PARTICIPATION IN THE CONTEST. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) YOUR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (II) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (III) IF DECLARED A WINNER, THE PRIZE (INCLUDING ANY TAX LIABILITIES AND USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZE.

8. PRIZE(S):

There will be up to six (6) Prize (the “**Prize**”) available to be won each month, as follows:

Prize Description	Number Available	Approximate Retail Value
A voucher to be used with the Sponsor’s “Exodus” brand	SIX (6)	\$500 CAD / USD \$500

IMPORTANT NOTE: ANY AND ALL OTHER COSTS ASSOCIATED WITH UTILIZING THE PRIZE WILL BE THE SOLE AND ABSOLUTE RESPONSIBILITY OF THE APPLICABLE WINNER. NONE OF THE RELEASED PARTIES, NOR ANY OTHER ENTITY, WILL BE PROVIDING ANY COMPENSATION WHATSOEVER WITH RESPECT TO ANY COSTS ASSOCIATED WITH UTILIZING THE PRIZE OR OTHERWISE. The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions are permitted, except at the Sponsor’s option (Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with the prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award). The Sponsor may award up to six (6) winners but shall not be obliged to provide this many Prizes. This is a maximum and the total amount of winners shall be determined in the sole discretion of the Sponsor. All characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Sponsor’s sole and absolute discretion. The Prize winner is solely responsible for reporting and paying any tax that may be payable in connection with his/her Prize (if any). Approximate retail value above is based on the conversion rates at the time of preparing these Rules and any difference in rates or values at time of Prize awarding shall not be provided. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, a 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 his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. **FOR US WINNERS ONLY: Winner may be required to complete and return an IRS W-9 form (i.e. Request for Taxpayer Identification Number and Certification).**

In no event will the Sponsor be liable to award more than one (1) Prize as provided in these Rules.

9. ELIGIBLE WINNER SELECTION PROCESS:

On the last Thursday of each calendar month the Sponsor will perform a random draw from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period to select the Prize winners. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period. The Sponsor’s decision is final and no correspondence will be entered into.

10. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact the potential winner via email communication within five (5) business days of the draw as set out above. A potential winner is solely responsible for ensuring he/she is able to receive notification messages, monitoring for such notification messages and following all instructions contained in such notification messages.

11. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, if the potential winner is a resident of Canada, he/she will be required to 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, in the Sponsor's form of declaration and release, or by telephone). By accepting the Prize, the winner: (i) confirms that he/she has read, understood and is in compliance with these Rules; (ii) grants all consents required, and authorizes the Sponsor to broadcast, publish, disseminate and otherwise use his/her name, city/town/village and jurisdiction of residence and any other likeness, in connection with any promotion and/or publicity at no additional compensation beyond the awarding of or participation in the Prize, in any type of media worldwide and in perpetuity; (iii) accepts the Prize as awarded; (iv) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (v) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials or any portion thereof. IMPORTANT NOTE: The Sponsor may require, in its sole and absolute discretion, that an eligible winner sign and return the Sponsor's form of declaration and release prior to being confirmed as a winner.

If a potential winner: (a) is a Canadian resident and fails to correctly answer the skill-testing question; (b) or, irrespective of country of residence, cannot be contacted, as set out above or fails to respond within the specified time; (c) as applicable, fails to return the Sponsor's form of declaration and release within the specified time; (d) or cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (e) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize).

12. GENERAL CONDITIONS:

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 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 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, Entry Materials, direct message and/or other information to be received, captured or recorded 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.

BY ENTERING THIS CONTEST, ENTRANTS EXPRESSLY ACKNOWLEDGE AND AGREE THAT IN NO EVENT WILL ANY OF THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, STATUTORY, OR PUNITIVE DAMAGES. WITHOUT LIMITING THE FOREGOING, WITH RESPECT TO THE CONTEST AND TO THE PRIZE, SPONSOR MAKES NO WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SPONSOR ASSUMES NO RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, OR DELAY IN OPERATION OR TRANSMISSION; COMMUNICATIONS LINE FAILURE; THEFT OR DESTRUCTION OF OR UNAUTHORIZED ACCESS TO CONTEST ENTRIES OR ENTRY FORMS; OR ALTERATION OF ENTRIES OR ENTRY FORMS.

The Sponsor reserves the right, in its sole and absolute discretion, to 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, subject to the written directions of any regulatory authority. 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, in its sole and absolute discretion, 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 (including without limitation, as may be required due to health risks or governmental restrictions, such as those that may be implemented to mitigate COVID-19 transmission). Without limiting the generality of the foregoing, 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.

The Sponsor reserves the right, in its sole and absolute discretion, 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, Entry, Entry Materials 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, subject to the written directions of any regulatory authority.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <https://www.exodustravels.com/us/privacy-policy><http://www.honda.ca/privacy>). 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 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.

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

Nothing in these Rules limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under any implied warranties under any consumer protection laws in the Canada and/or the United States of America ("**Non-Excludable Guarantees**").

For Canadian residents: 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 the 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 the Contest.

For US residents: 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 the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the State of Delaware and the federal laws of the United States 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 state and federal courts located in Wilmington, Delaware in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

Winner: For the name and address of the Prize winner, send an email with the subject line of "This month's Photo Contest Winner" (requests be received within ninety (90) days following the end of the Contest Period).

Sponsor: Zegrahm Expeditions, Inc., Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware, 19801, USA.