

YAMAHA MOTOR CANADA LTD. MUSKOKA LAKES WAVERUNNER POKER RUN OFFICIAL CONTEST RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

The following constitutes the official rules (the “**Contest Rules**”) for the Yamaha Motor Canada Ltd. Muskoka Lakes WaveRunner Poker Run (the “**Contest**”). By entering and participating, all entrants (“**Entrant**”) agree to be bound by, and comply with, these Contest Rules and all decisions of the Sponsor, which shall be final and binding in all respects.

1. Sponsor

Yamaha Motor Canada Ltd., 480 Gordon Baker Road, Toronto, Ontario M2H 3B4 (the “Sponsor”).

2. Eligibility

- (a) The Contest is open only to legal residents of Canada (excluding Quebec) who:
 - i. have reached the age of majority in their province or territory of residence at the time of entry;
 - ii. are the registered operator of a Yamaha WaveRunner that is currently registered with Transport Canada; and
 - iii. hold a valid Pleasure Craft Operator Card (“PCOC”).
- (b) Employees, representatives and agents of the Sponsor, its parent and affiliated companies, advertising or promotional agencies, contest administrators, and immediate family members or household members of any of the foregoing are not eligible.
- (c) The first one hundred (100) eligible riders who complete on-site registration (see Section 4) will be accepted as participants. No wait-list entries will be permitted.
- (d) Only one boat per registered Entrant may participate in the Contest.

3. Contest Period & Location

The Contest will be held on Saturday, August 24, 2025, beginning at 10:30 a.m. Eastern Time (“ET”) and ending at 2:30 p.m. ET (the “**Contest Period**”) on the interconnected waterways of Lake Rosseau, Lake Joseph and Lake Muskoka in the District Municipality of Muskoka, Ontario (collectively, the “**Muskoka Lakes**”). All participants must launch and finish at Gordon Bay Marine, 55A Hatherley Road, MacTier, Ontario (the “**Base Location**”).

4. How to Enter

- (a) On-Site Registration: On August 24, 2025, beginning at 10:00 a.m. ET, eligible Entrants must report in person to the registration desk at the Base Location, present (i) valid government-issued photo identification, (ii) their PCOC, and (iii) proof of current Transport Canada registration for their Yamaha WaveRunner, and execute the Acknowledgement and Release attached hereto.
- (b) Employees, representatives and agents of the Sponsor, its parent and affiliated companies, advertising or promotional agencies, contest administrators, and immediate family members or household members of any of the foregoing are not eligible.
- (c) No purchase or entry fee is required.

- (d) Each registered Entrant will be issued a rider identification wristband and receive the first of five (5) playing cards upon successful registration.
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5. How to Play / Card Collection Procedure

1. Starting at 10:30 a.m. ET, all Entrants will proceed by Yamaha WaveRunner to the four (4) designated checkpoints in the following order:
 - Checkpoint 1 – Port Sandfield Marina
 - Checkpoint 2 – Walkers Point Marina (complimentary lunch provided)
 - Checkpoint 3 – Port Carling (lockage fees covered by Sponsor)
 - Checkpoint 4 – Return leg to the Base Location (Gordon Bay Marine)
 2. At each checkpoint, Entrants must present their wristband to a contest marshal to receive one sealed playing card. Card #1&3 (issued at Registration & Walkers Point Marina) will be delivered in a sealed envelope that must remain unopened until submitted at the end of the Contest Period.
 3. By 2:30 p.m. ET, Entrants must return to the Base Location and submit their five (5) unaltered playing cards to the judging panel. Tampered, lost, or substituted cards will result in immediate disqualification.
 4. Entrants may ride singly or with passengers; however, only the registered operator will be deemed the Contest Entrant. The Entrant ensures all safety requirements for his or her passengers and the Sponsor assumes no responsibility for any passenger.
 5. If entrant has duplicated cards they will redraw from a new 52 card deck until 5 unique cards are held in hand.
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6. Winner Determination

- (a) The Entrant whose five-card poker hand ranks highest according to standard poker hand rankings (Royal Flush being highest, High Card being lowest) will be declared the potential Grand Prize winner.
 - (b) Second- and third-highest hands will be declared potential Second Prize and Third Prize winners, respectively.
 - (c) Tie-Breaker: In the event of an exact tie in hand ranking, tied entrants will each draw one card from a new, shuffled standard 52-card deck. The higher card (Ace high) will prevail. Suits are ranked Spades > Hearts > Diamonds > Clubs for any further tie.
 - (d) All determinations will be made by the judging panel in its sole discretion and are final and binding.
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7. Prizes

Grand Prize: One (1) prize consisting of any of merchandise, accessories, or gift certificates toward Yamaha products ("Prize") having an approximate retail value ("ARV") of CAD \$750 (to be determined by Sponsor).

Second Prize: One (1) Prize having an ARV of CAD \$250 (to be determined by Sponsor).

Third Prize: One (1) Prize having an ARV of CAD \$100 (to be determined by Sponsor).

Prizes must be accepted as awarded, are not transferable, and have no cash value. Sponsor reserves the right to substitute a prize of equal or greater value if any advertised Prize is unavailable.

8. Odds of Winning

The odds of winning depend on (i) the total number of eligible entrants, and (ii) the comparative poker hands submitted.

9. Boating Safety & Compliance Requirements

- (a) All Entrants must comply with the Canada Shipping Act, 2001 Small Vessel Regulations and all other applicable federal, provincial and municipal boating laws, including all posted speed limits (maximum 10 km/h within 30 m of shore).
 - (b) Each WaveRunner must carry the minimum legally required safety equipment, including but not limited to: approved personal flotation devices for all occupants, sound-signalling device, watertight flashlight or flares, bailer or manual bilge pump, and navigation lights if applicable.
 - (c) Strict zero-tolerance for alcohol or drugs while operating. Entrants suspected of operating under impairment will be disqualified and reported to authorities.
 - (d) Gear Check: Contest marshals may conduct pre-launch equipment inspections. Failure to present required equipment will result in disqualification unless corrected prior to departure.
 - (e) Each Entrant is solely responsible for the safe operation of their vessel and the safety of all passengers onboard.
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10. Disqualification

Sponsor reserves the right, in its sole discretion, to disqualify any entrant who: (i) violates these Contest Rules; (ii) operates a vessel in an unsafe manner; (iii) tampers with the playing cards or Contest process; (iv) causes property damage or injury; or (v) engages in any conduct detrimental to the integrity of the Contest.

11. Release of Liability & Indemnification

Release and Indemnity

By participating in the Contest, each Entrant, on behalf of themselves and their heirs, executors, administrators, successors and assigns, hereby:

1. **Fully and forever releases, discharges and holds harmless** the Sponsor, its parent, subsidiaries, affiliates, advertising and promotional agencies, Contest marshals, checkpoint marinas, event organizers, volunteers, and each of their respective directors, officers, employees, contractors and agents (collectively, the “**Released Parties**”) from and against **any and all claims, demands, causes of action, damages, losses, liabilities, costs or expenses (including legal fees on a full indemnity basis)** that may arise out of or relate to:
 - (a) the Entrant’s participation in the Contest;
 - (b) any boating or water-related activity undertaken in connection with the Contest;
 - (c) the acceptance, possession, use or misuse of any prize (including any Prize); or
 - (d) the acts or omissions of the entrant or any third party during the Contest,including, without limitation, claims for **personal injury, death, property damage, negligence (including the negligence of any Released Party), and breach of statutory duty.**
2. **Acknowledges and assumes** all risks, known and unknown, foreseeable and unforeseeable, associated with participation in the Contest, including risks arising from **boating accidents, equipment failure, adverse weather, collisions, or the conduct of other participants.**

3. **Agrees to indemnify and hold harmless** the Released Parties from and against any and all claims, damages, liabilities, and expenses (including legal fees) brought by any third party arising out of or relating to:
 - a. the Entrant's participation in the Contest;
 - b. the Entrant's breach of the Contest rules or applicable laws (including the Canada Shipping Act, Small Vessel Regulations, or local boating laws); or
 - c. any negligent, reckless, or willful conduct by the Entrant.
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12. Privacy & Publicity

Personal information collected from entrants will be used by the Sponsor solely for the purpose of administering the Contest, verifying eligibility, and awarding prizes, and will otherwise be handled in accordance with Yamaha Motor Canada Ltd.'s <https://www.yamaha-motor.ca/en/privacy-policy>. By entering, entrants consent to the Sponsor's use of their name, city/province, likeness, photograph, video or voice for publicity purposes in any media without further compensation, unless prohibited by law.

13. General Conditions

- (a) All entries and playing cards become the property of the Sponsor and will not be returned.
 - (b) In the event of adverse weather conditions or other safety concerns, the Sponsor reserves the right to delay, modify, or cancel the Contest or alter the course route, at its sole discretion and without liability.
 - (c) Sponsor reserves the right to cancel, suspend or modify the Contest or any part thereof, including these Contest Rules, at any time and for any reason, including but not limited to force majeure, fraud, technical failure, or any other cause beyond Sponsor's reasonable control, without notice or liability.
 - (d) Sponsor's failure to enforce any term herein shall not constitute a waiver of that provision. If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force.
 - (e) All intellectual property associated with the Contest, including trademarks and logos, is the property of the Sponsor. All rights reserved.
 - (f) These Contest Rules govern exclusively the relationship between entrants and the Sponsor in connection with the Contest and supersede all prior communications, whether written or oral.
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14. Governing Law; Dispute Resolution

The Contest is subject to all applicable federal, provincial, and municipal laws and regulations. These Contest Rules shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles. Any dispute arising hereunder shall be adjudicated in the courts sitting in Toronto, Ontario, and entrants hereby irrevocably attorn to such jurisdiction.

15. Insurance

All Entrants are strongly encouraged to carry valid and sufficient liability insurance on their participating vessel and in any case at least insurance coverage as may be required under applicable law for the duration of the Contest. The Sponsor does not provide insurance coverage for any Entrant, vessel, or passenger, and assumes no responsibility for any loss, injury, or damage that may arise. Each Entrant is solely responsible for ensuring that their vessel and participation are covered by any applicable marine insurance policy.

16. Winner Confirmation

Potential winners will be announced at the Base Location immediately following tabulation. To be declared a winner, each selected entrant must: (i) correctly answer a time-limited, skill-testing mathematical question; (ii) sign the Winner Release provided by Sponsor; and (iii) comply with all other Contest Rules. If a selected entrant is unable or unwilling to comply, an alternate entrant with the next highest poker hand (or next card draw in the event of a tie) will be selected.
