



ELIGIBILITY

- 1) The GEAR Up for Winter Sweepstakes is open to legal residents of Ontario who sign up at <https://gearsbikeshop.com/gear-up-for-winter/>. Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. This sweepstakes is subject to federal, provincial, and local laws and regulations and void where prohibited by law. GEARs Employees and Staff are not eligible to enter this contest.

SPONSORSHIP

- 2) The sponsor is GEARs Bike Shop ("Sponsor"), located at 176 Lakeshore Rd. West, Mississauga, ON L5H 1G4. Sponsor will conduct the Sweepstakes substantially as described in these Official Rules.

AGREEMENT TO RULES

- 3) By entering this Sweepstakes, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Sweepstakes the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this GEAR Up for Winter Sweepstakes.

GEAR UP FOR WINTER SWEEPSTAKES ENTRY PERIOD

- 4) This promotion begins on September 15th, 2022 at 12:01am ET and ends on December 15th, 2022 at 11:59pm ET ("Entry Period"). To be eligible for the Sweepstakes, entries must be received within the specified Entry Period.

HOW TO ENTER

- 5) Eligible entrants can enter The GEAR Up for Winter Sweepstakes by submitting an entry via the online form provided at <https://gearsbikeshop.com/gear-up-for-winter/>. As a participant, your entry must fully meet all Sweepstakes requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Participants may enter the competition by completing different methods ("Entry Methods"). The Entry Methods are: following the Sponsor on Instagram, visiting the Sponsor's Facebook page, visiting the Tacx NEO 2T webpage on the Sponsor's website, and subscribing to the

Sponsor's email newsletter. Entrants can unlock another Entry Method by completing all standard Entry Methods. The bonus Entry Method is sharing a link to the Sweepstakes. Entrants may use each Entry Method once. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Sweepstakes at the Sponsor's sole discretion.

PRIZES

- 6) The Winner(s) of the GEAR Up for Winter Sweepstakes (the "Winner") will receive one Tacx NEO 2T Smart trainer (\$1,819.99 retail value), one Garmin 1030 Edge Plus Bundle (\$999.99 retail value), one Mux-Off Sweat Protect Spray (\$19.99 retail value), and one Tacx Rollable Trainer Mat (\$99.99 value). The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, provincial, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

ODDS

- 7) The total number of eligible entries received determines the odds of winning.

SELECTION AND NOTIFICATION OF WINNER

- 8) The Winner will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will notify the Winner(s) by email within 14 days following Winner selection. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall be Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within 30 days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize (offered in the GEAR Up for Winter Sweepstakes) by the Winner is upon the condition of compliance with any and all federal, provincial, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

RIGHTS GRANTED BY YOU

- 9) By submitting an entry into this Sweepstakes, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where

permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the GEAR Up for Winter Sweepstakes, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

TERMS & CONDITIONS

10) In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the GEAR Up for Winter Sweepstakes should non-authorized human intervention, a bug or virus, fraud, or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the GEAR Up for Winter Sweepstakes. The Sponsor, in the event of any of the above issues, may determine the Winner based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Sweepstakes or website or violates these Terms & Conditions will be disqualified by the Sponsor in its sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the GEAR Up for Winter Sweepstakes, to void votes for any reason, including, but not limited to: multiple entries from the same user; multiple entries from the same computer beyond the number allowed by the Sweepstakes rules; or the use of bots, macros, scripts, or other technical means for entering. Attempts by any entrant to deliberately damage any website or undermine the legitimate operation of the GEAR Up for Winter Sweepstakes may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

LIMITATION OF LIABILITY

11) Your entry into this Sweepstakes constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Sweepstakes and/or the 1) Winner accepting, possessing, using, or misusing of any awarded prize or any portion thereof; 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

DISPUTES

12) THIS Sweepstakes IS GOVERNED BY THE LAWS OF CANADA AND ONTARIO, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. The Entrant agrees, as a condition of participating in this promotion, that if any disputes cannot be resolved between the Entrant and the Sponsor, and if causes of action arise out of or are connected with this Sweepstakes, they shall be individually resolved exclusively before a court located in Ontario having jurisdiction, without resorting to any form of class action. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than

participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes). The participant waives all rights to have damages multiplied or increased.

WINNERS LIST

- 13) You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: GEARS Bike Shop 176 Lakeshore Rd. West, Mississauga, ON L5H 1G4, Canada. Requests must be postmarked no later than December 31 2022, 11:59pm ET.

- 14) The Sweepstakes hosted by GEARS Bike Shop is in no way sponsored, endorsed, administered by, or associated with Facebook, Instagram, Garmin, Tacx, or Muc-Off.