

THE NEW GARAGE

VOLVO CARS CANADA DESIGN CHALLENGE

VOLVO



THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW

1. KEY DATES:

The New Garage Design Challenge (the “**Contest**”) begins on October 29, 2020 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on December 31, 2020 at 11:59:59 p.m. ET (the “**Contest Period**”).

2. ELIGIBILITY:

Contest is open to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry; except employees, representatives or agents (and those with whom such persons are living, whether related or not) of Volvo Car Canada Ltd. (the “**Sponsor**”), Interior Design Show (IDS) and their respective parent companies, subsidiaries, affiliates, prize suppliers, dealers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration, judging 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 Rules.

4. HOW TO ENTER:

NO PURCHASE NECESSARY. Each eligible entrant will be permitted to submit one (1) design (the “**Design**”) that re-thinks the entire garage and vehicle relationship into one that embodies livable, innovative and sustainable elements. Additional details regarding the requirements for the Design can be found below in Appendix “A”. Next, the eligible entrant must submit the Design via https://informacanadawest.formstack.com/forms/volvo_ids_new_garage_challenge_application (the “**Website**”) to be eligible to earn one (1) entry (an “**Entry**”). To be eligible, all materials associated with your Entry (collectively, the “**Entry Materials**”) must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) meet all applicable requirements for the Design as set forth below in Appendix “A”; and (iii) be in accordance with these Rules, including, but not limited to, the Submission Requirements listed below in Rule 7 (all as determined by Sponsor in its sole and absolute discretion).

5. ADDITIONAL ENTRY RULES:

The maximum number of Entries that any eligible entrant can have in this Contest is one (1) Entry. 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, multiple email addresses and/or any other means not in keeping with the Sponsor’s interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; 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, shareholders, officers, directors, members, agents, 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, Entry Materials and/or other information (all of which is void). Your Entry Materials (and the Entry associated with your Entry Materials) may be rejected if, in the sole and absolute discretion of the Sponsor the Entry Materials are not submitted and received in accordance with these Rules and/or if the Entry Materials are not otherwise in compliance with these Rules (including, but not limited to, the requirements for the Design as set forth below in Appendix “A” and/or the Submission Requirements listed below in Rule 7) (all as determined by Sponsor in its sole and absolute discretion).

6. VERIFICATION:

All Entries, Entry Materials 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, Entry Materials 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 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.

7. SUBMISSION REQUIREMENTS:

BY SUBMITTING AN ENTRY, EACH ELIGIBLE ENTRANT AGREES THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF ANY ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, ANY PRIZE (INCLUDING ANY USE OR MISUSE OF ANY PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY EACH ELIGIBLE ENTRANT IN THE EVENT IT IS DISCOVERED THAT AN ELIGIBLE ENTRANT HAS 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.

By participating in the Contest and submitting an Entry, each eligible entrant hereby warrants and represents that the Entry Materials he/she submits:

- i. are original to him/her and that the eligible entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. are not defamatory, trade libelous, pornographic or obscene, and further that they will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

Any Entry Materials that the Sponsor and/or its promotional agency or designated content moderator deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Sponsor reserves the right, in its sole and absolute discretion at any time and for any reason, to request an eligible entrant to modify, edit and/or re-submit any Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point in time (including, but not limited to, during or after the Contest), then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Entry and/or the associated eligible entrant) – to ensure that the Contest is being conducted in accordance with the Sponsor's interpretation of the letter and spirit of these Rules.

8. LICENSE:

By participating in the Contest and submitting an Entry, each eligible entrant hereby: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use the Entry Materials (and each component thereof), in whole or in part, associated with his/her Entry for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to the Entry Materials (and each component thereof) associated with his/her Entry in favour of the Sponsor (and anyone authorized by the Sponsor to use the Entry Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of the Entry Materials (and each component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

9. THE PRIZE:

There will be a total of one (1) Prize (the “Prize”) available to be won consisting of \$2500.00 CAD payable via cheque in the name of the confirmed winner. In addition, the winning Entry will have the opportunity to: (i) be featured in a full-page spread in *House & Home* and *Maison & Demeure* Magazines sponsored by Volvo Car Canada Ltd.; and (ii) be showcased within the Volvo Car Canada Ltd. footprint at the 2021 Toronto IDS (the “New Garage”). The total approximate retail value of the Prize is \$2500 CAD.

IMPORTANT NOTES ABOUT THE PRIZE:

- The decision as to whether or not to actually produce the New Garage (and, if produced, the nature and substance of such New Garage) is at Sponsor’s sole and absolute discretion. For the avoidance of any doubt, there is no obligation whatsoever on the Sponsor or any other entity to produce the New Garage. Even if the New Garage is produced, there is no obligation whatsoever on the Sponsor or any other entity to actually use the New Garage. All decisions of the Sponsor in these regards shall be considered final and binding without right of appeal.
- If the Sponsor determines, in its sole and absolute discretion, that the quality of the Entry Materials received in relation to this Contest does not justify the production of the New Garage, then the Prize will not include that component.
- Only if the Sponsor determines, in its sole and absolute discretion, that it will produce the New Garage in relation to the confirmed winner, then the following conditions apply to that confirmed winner:
 - the confirmed winner shall have no right of approval, no claim to additional compensation or benefit, and no other claims whatsoever (including, without limitation, claims based upon invasion of privacy, defamation, or right of publicity) arising, directly or indirectly, out of the use of the New Garage;
 - the confirmed winner agrees that the New Garage created by or for the Sponsor shall remain the sole and exclusive property of Sponsor and that Sponsor shall retain all intellectual property rights, including, without limitation, copyright, that exist in the New Garage; and
 - to the extent that the confirmed winner or any other individual or entity may have or purport to have any rights in the New Garage, he/she/it will be required to execute and provide to Sponsor any documents or materials that Sponsor may reasonably request in order to give effect to the Sponsor’s ownership in the New Garage – including, without limitation, an assignment of Copyright and/or a Waiver of Moral Rights.

Prize must be accepted as awarded and is not transferable or assignable (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 any Prize with a prize of equal or greater retail value.

Neither the Sponsor, nor any of the other Released Parties, will intervene in any dispute(s) regarding the allocation among any individual(s) who may or may not have assisted in creating the Entry Materials.

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, each 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 in any way be unsatisfactory.

10. ELIGIBLE FINALIST SELECTION PROCESS (3 FINALISTS):

A panel of judges (the “**Contest Judges**”) appointed by the Sponsor will judge each eligible Entry submitted and received in accordance with these Rules on the basis of the following weighted criteria:

Criteria	Weighting
1. The Concept: How original, innovative, and creative is the vision?	40%
2. The Design: How sustainable and future-proof is the design?	40%
3. The Inspiration: How well does the concept and design complement the key features of the Volvo XC40 Recharge?	20%
Total Score	Maximum 100%

Each eligible Entry will be given a score (the “**Score**”) by the Contest Judges. Odds of being selected as an eligible Finalist depend on the number and calibre of eligible Entries submitted and received in accordance with these Rules. The entrants associated with the top three (3) eligible Entries based on Score (as determined by the Contest Judges, in their sole and absolute discretion) will each be selected as an eligible Finalist. In the event of a tie between two or more eligible Entries based on Score, the eligible entrant associated with the eligible Entry – from amongst all such eligible Entries that are tied – with the highest score on Criteria 1 (followed in the event of a further tie by Criteria 2, then Criteria 3) will be selected as the eligible Finalist. In the event of an exact tie based on criteria 1, 2 and 3, a new panel of judges will be appointed by the Sponsor to break the tie in accordance with the preceding procedure. Judging is scheduled to be completed on or about February 2, 2021 (the “**Finalist Selection Date**”). **FOR THE AVOIDANCE OF ANY DOUBT, THERE WILL BE ONLY THREE (3) FINALISTS. UNDER NO CIRCUMSTANCES WHATSOEVER WILL THERE BE MORE THAN THREE (3) FINALISTS.** If for any reason whatsoever, no eligible Entries are received in accordance with these Rules, then there will be no Finalists.

11. ELIGIBLE FINALIST NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the eligible entrant associated with each eligible Entry that has been selected as an eligible Finalist (using the information provided) within three (3) business days of the Finalist Selection Date. If the eligible entrant associated with an eligible Entry that has been selected as an eligible Finalist cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then such eligible entrant may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to be a Finalist) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Finalist based on the next highest Score received in accordance with Rule 10 (in which case the foregoing provisions of this section shall apply to the eligible entrant associated with such newly selected eligible Entry that has been selected as an eligible Finalist).

12. ELIGIBLE FINALIST CONFIRMATION PROCESS:

NO ONE IS A FINALIST UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A FINALIST IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED FINALIST (each, a “**Finalist**”), the eligible entrant associated with each eligible Entry that has been selected as an eligible Finalist will be required to 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) releases the Released Parties from any and all liability in connection with this Contest and his/her participation therein; (iii) assigns all intellectual property, including copyright, in and to the Entry Materials in favour of the Sponsor; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of the Entry Materials including, without limitation, any claim that the Entry Materials infringe a proprietary interest of any third party; and (v) agrees to the publication, reproduction and/or other use of his/her 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 whatsoever, including print, broadcast or the internet. If any eligible entrant associated with an eligible Entry that has been selected as an eligible Finalist: (a) fails to return the properly executed Contest documents within the specified time; (b) cannot be (or is unwilling to be) a Finalist for any reason; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then such eligible entrant will be disqualified (and will forfeit all rights to be a Finalist) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Finalist based on the next highest Score received in accordance with Rule 10 (in which case the foregoing provisions of this

section shall apply to the eligible entrant associated with such newly selected eligible Entry that has been selected as an eligible Finalist).

13. ELIGIBLE PRIZE WINNER ANNOUNCEMENT:

The confirmed Finalist who achieved the highest Score in accordance with Rule 10 will be formally announced as the confirmed winner on March 1, 2021.

14. 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 eligible 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, Entry Materials, 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 eligible 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 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, with the consent of the Régie, reserves the right 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.

By entering this Contest, each eligible entrant expressly consents to the Sponsor, their respective agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy (available at: <https://www.volvocars.com/en-ca/footer/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 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 the Sponsor, for purposes of verifying compliance by any eligible 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.

For Quebec residents: *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.*

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 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 this Contest.

Appendix "A" – Design Requirements

- Summarize your concept and design of the New Garage (Max 100 words - English or French)
- Describe how your New Garage concept and design keeps sustainability top of mind (Max 100 words - English or French)
- Describe how your New Garage concept and design complements the key features of the Volvo XC40 Recharge (Max 100 words - English or French)
- Mood board showing the look and feel of your New Garage concept and design, including material suggestions.
- 1-3 conceptual drawings (1:1, 300 dpi) showcasing your New Garage concept and design (this can be a floor plan, a rendering, a hand-drawn sketch or a private hyperlink to an animation/video).