THE XPEDITION 90X "ULTIMATE PLAYLIST" CONTEST - OFFICIAL RULES

The XPEDITION 90X "Ultimate Playlist" Contest (the "Contest") is sponsored by Airworks Compressors Corporation, 14503 115 Ave NW, Edmonton, AB T5M 3B8, ("Airworks") (the "Sponsor"), and promoted and operated through the official website located at www.x90xplaylist.x90x.com (the "Contest Site"). The Contest begins on May 11th, 2018 at 3:00 p.m. Mountain Standard Time ("MST") (the "Start Date"), and ends on September 30th, 2018 at 11:59 p.m. MST (the "End Date") (such period, the "Contest Period"). BY ENTERING OR OTHERWISE PARTICIPATING IN THE CONTEST, ALL ENTRANTS AND OTHER PARTICIPANTS AGREE TO ABIDE BY THESE OFFICIAL RULES, WHICH ARE FINAL AND BINDING ON ALL MATTERS PERTAINING TO THIS CONTEST.

1. ELIGIBILITY AND REGISTRATION TO PARTICIPATE IN THE CONTEST.

- Eligibility in General. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. The Contest is open to any individual who is, as of the Start Date, (i) a legal resident of Canada or the United (the "Eligibility Area") and (ii) 18 years old or older. VOID OUTSIDE OF THE ELIGIBILITY AREA AND WHERE OTHERWISE PROHIBITED BY LAW (certain states may impose additional eligibility restrictions). Odds of winning are determined by number of entries received. Misrepresentation of age, upon discovery by Sponsor, will disqualify the applicable participant. Employees, officers, directors, shareholders, agents, and representatives of Sponsor, and their respective affiliates, licensors, and advertising and promotional agencies (the foregoing entities, the "Contest Entities") and the immediate family members and members of the same households of any such employees, officers, directors, shareholders, agents, and representatives, are not eligible to participate in the Contest in any manner except as otherwise expressly provided herein or to win any prize. Sponsor reserves the right, at any time and in its sole discretion, to refuse to allow any individual to participate or continue to participate in the Contest, or to disqualify any individual it suspects to be tampering with the entry process or the operation of the Contest, or the Contest Sites; to be in violation of any terms and conditions governing the Contest (collectively, "Terms of Use") or any of the privacy policies governing the submission of information in connection with the Contest (collectively, "Privacy Policy"); to be in violation of these Contest rules (the "Official Rules"); to be acting in bad faith, or in a non-sportsmanlike or disruptive manner; or to be annoying, abusing, threatening, or harassing any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST SITES OR TAMPER WITH OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF THESE OFFICIAL RULES AS WELL AS CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES FROM ANY RESPONSIBLE PARTICIPANT(S) TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CRIMINAL PROSECUTION. By participating in the Contest in any manner, you agree to be bound by these Official Rules and by all decisions of Sponsor, which decisions shall be final and binding in all respects. Sponsor reserves the right to disqualify any Entrant (as defined herein) if, in Sponsor's sole discretion, such Entrant is ineligible, unable, or unwilling to continue his or her participation in the Contest.
- b. **How to Participate in the Contest.** Beginning on the Start Date, entrants desiring to enter the Contest ("Entrants") may visit the Contest Site and follow the instructions to enter, including, completing an entry form. By participating in the Contest, each Entrant is confirming that they have read and agree to comply with: (i) these official rules and all other Contest requirements. Joint entries are not accepted. In the event of a dispute as to the origin of an Entry, the authorized account holder of the email address, associated with the Entry will be deemed to be the Entrant. Potential Winner (defined below) may be required to show proof of being the authorized email address account holder, as determined by Sponsor in its sole discretion.

2. THE CONTEST.

- a. Determining the Winner. Sponsor and/or its designees (the "Judges") will review all eligible Entries for conformity to the rules. On or about October 5th, 2018, Judges will choose at random one
- (1) Entry to be deemed the potential grand prize winner (the "<u>Potential Grand Prize Winner</u>"). (The Potential Grand Prize Winner is sometimes referred to herein as "<u>Potential Winner</u>.") Once the Potential Grand Prize Winner completes the Clearance Process defined below (including submitting a fully completed Affidavit of Eligibility and Release) the Potential Grand Prize Winner will be named the grand prize winner ("Grand Prize Winner"). (The Grand Prize Winner is sometimes referred to herein as

- "Winner"). NO ENTRANT WILL BE DEEMED TO BE A WINNER, OR WILL BE AWARDED ANY PRIZE, UNLESS AND UNTIL SUCH ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED BY SPONSOR IN ITS DISCRETION, ENTRANT HAS BEEN NOTIFIED THAT SUCH VERIFICATION IS COMPLETE, AND ENTRANT HAS COMPLIED WITH ANY SPONSOR REQUIREMENTS (INCLUDING WITHOUT LIMITATION THOSE SET FORTH IN SECTION 2(b) BELOW). Sponsor reserves the right to not award any prize if, in its sole and absolute discretion, it does not receive a sufficient number of eligible and/or qualified Entries. Sponsor may, in its sole discretion, contact the Potential Winner and require any such Potential Winner to submit to a background check to help ensure that such Potential Winner's continued participation in the Contest will not, in Sponsor's sole discretion, damage the Contest or otherwise reflect adversely on the Contest Entities; require such Potential Winner to answer additional questions or participate in additional screening procedures; require such Potential Winner to sign consent forms, releases (including, without limitation, Sponsor's standard "Affidavit of Eligibility and a Liability/Publicity Release"); and/or disqualify any Potential Winner who is unable or unwilling to do or provide any of the foregoing ("Clearance Process").
- b. Clearance Process. The Potential Winner must complete the Clearance Process within two (2) days from the moment of notification to receive any prize. Without limiting the foregoing and only if applicable, any Potential Winner who is a minor in his or her province or state of residence will be required to have his or her parent or legal guardian affirm in writing such Potential Winner's acknowledgement and agreement to the Official Rules in order to continue to participate in the Contest. Return of any prize notification as undeliverable will result in disqualification and selection of an alternate Winner. If the Potential Winner does not reply to the notification within two (2) days of its issuance, is ineligible, or cannot or does not comply with the Official Rules, he/she will be disqualified, the prize will be forfeited and an alternate Winner may be randomly selected, at Sponsor's discretion. Sponsor reserves the right to provide an independent third party (the "Auditing Entity") with any Entry submitted by such Potential Winner in order that such Auditing Entity may examine such Entry and confirm, subject to its and Sponsor's discretion, that such Entry complies with these Official Rules. In the event that any Potential Winner elects to end his or her participation in the Contest, is unable to participate further in the Contest for any reason, or is, in Sponsor's sole discretion, deemed to be ineligible to participate, Sponsor reserves the right to select an alternate Potential Winner in its sole discretion.
- (i) Grand Prize. Actual retail value of the prize may vary depending on the Winner's residence, market conditions, change in value of components and other reasons. If Grand Prize Winner is a minor in his/her province or state of primary residence, the prize will be awarded to that minor's parent or legal guardian, who must complete the Sponsor's release from liability and confirm his/her compliance with and acceptance of these official rules on his/her behalf and on behalf of the minor. Such minor must be accompanied by his/her parent or legal guardian as his/her guest during the entire trip. Winner agrees that his/her guest (or parent or legal guardian of guest if guest is a minor in his/her state of residence) must comply with Sponsor's and each prize provider's procedures and policies and must complete, sign and have notarized and return a release from liability and, where legal, a publicity release to Sponsor in the timeframe specified by the Sponsor or travel will not be allowed. By entering the Contest and accepting the prize, the Grand Prize Winner agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices. The Grand Prize Winner understands and agrees that Sponsor or prize provider has the right, in their sole discretion, to disqualify and remove the Grand Prize Winner at any time if their behavior at any point is uncooperative, disruptive, or may or does cause damage to the person, property, or reputation of Sponsor or otherwise violates the policies of the prize provider, and in such case, the Winner will still be solely responsible for all taxes and other expenses related to the prize. Participants waive the right to assert as a cost of winning any prize, any and all costs of verification and redemption of travel to claim the prize and any liability and publicity which might arise from claiming or seeking to claim the prize. In the event that the Grand Prize Winner is unable to comply with the terms of these Official Rules, Sponsor reserves the right to deem such individual ineligible and to select a new Grand Prize Winner from among the remaining entrants.
- (ii) All taxes (including without limitation federal, state/provincial, and local taxes) on or connected with the prize and the reporting consequences thereof, and any other costs, fees, and expenses not explicitly stated herein are the sole responsibility of Winner. All prize details not specified in these Official Rules will be determined in Sponsor's sole discretion. Sponsor will not replace any lost, mutilated or stolen prize or any prize that is undeliverable or does not reach the Winner because of an incorrect or changed address or other contact information. If the Winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited and Sponsor will have no further obligation with respect to that prize or portion of the prize. No transfers, prize substitutions or cash

redemptions will be made, except at Sponsor's sole discretion. Sponsor reserves the right to substitute the stated prize or portion thereof with another prize or portion thereof of equal or greater value for any reason, including, without limitation, prize unavailability. No more than stated prize will be awarded. The Winner is strictly prohibited from selling, auctioning, trading or otherwise transferring any part of the prize. In the unlikely event that any part of the prize is undeliverable for any reason, the Winner agrees that Sponsor has no further obligation to Winner other than delivery of the remainder of the prize.

3. MISCELLANEOUS.

- General; List of Winners; License. Sponsor's failure to enforce any provision of these Official Rules shall not constitute a waiver of such provision. All federal, state/provincial, and local laws and regulations apply. After the end of the Contest Period, the name of the Winner may be posted to the Contest Sites, and/or to another Sponsor-affiliated site or service. In addition to any other grants that may be granted in any other agreement entered into between Sponsor and any Winner, where permitted by law, each such individual agrees to grant to Sponsor, the Contest Entities, and their respective licensees, affiliates, and assigns, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, such individual's name, photograph, portrait, picture, voice, likeness and biographical information as news or information and for advertising and promotional purposes without additional consideration; and further without such additional compensation, appear for, or provide biographical information for use in, any presentation or other activity which may include filming/audio/video/electronic or other recordings and/or interviews, as may be determined from time to time by Sponsor in its sole discretion; and upon request, each such individual (or, if a minor, such individual's parent or legal guardian) will provide written consent to the foregoing uses. For a list of Winners (available after October 5th, 2018), please send a self-addressed stamped envelope to the XPEDITION 90X "Ultimate Playlist" Contest - Winners List, c/o Airworks Compressors Corporation, 14503 115 Ave NW, Edmonton, AB T5M 3B8, Attn: Sheila Stang. Queries must be postmarked no later than June 5th, 2018.
- Disclaimer and Limitation of Liability. The Contest Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with the Contest. The Contest Entities are not responsible for any incorrect or inaccurate information, reviews, ratings, rankings, or other materials, whether caused or created by authorized web site users, by tampering or "hacking," or by any of the equipment, software, or programming related to the Contest Sites or the Contest, and assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction, or unauthorized access to the Contest Sites, or any Entry. Additionally, the Contest Entities are not responsible for any cancellation or postponement of any aspect of the prize. Although Sponsor attempts to ensure the integrity of the Contest. Entrants acknowledge that Sponsor is not responsible for the actions of Entrants or other participants in connection with the Contest, including Entrants' or others' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity, or proper conduct of the Contest. Sponsor is not responsible for injury or damage to Entrants' or to any other person's computer, other equipment, or person in connection with participation in the Contest, or downloading materials from or using the Contest Sites. If, for any reason, the Contest is not capable of continuing as planned by reason of damage by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical limitations or failures, strikes, industry conditions, marketplace demands, or any other causes which, in the sole opinion of Sponsor, could corrupt, compromise, undermine, or otherwise affect the administration, security, fairness, integrity, viability, or proper conduct of the Contest, Sponsor reserves the right in its sole discretion to modify these Official Rules and/or to cancel, terminate, modify. or suspend the Contest. IN NO EVENT WILL THE CONTEST ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, ARISING OUT OF YOUR ACCESS TO AND USE OF THE CONTEST SITES, THE STREAMING, DOWNLOADING, AND/OR PRINTING OF MATERIALS FROM THE CONTEST SITES, SPONSOR'S OR ANY THIRD PARTY'S REMOVAL FROM THE CONTEST SITES OF OR DISCONTINUATION OF ACCESS TO ANY ENTRIES OR OTHER MATERIALS, THE ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, OR ANY HARM RESULTING THEREFROM. WITHOUT LIMITING THE FOREGOING, THE CONTEST, ALL ENTRIES, AND ALL OTHER MATERIALS PROVIDED ON OR THROUGH THE CONTEST SITES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

- **c. Dates and Deadlines.** Because of the unique nature and scope of the Contest, and because of the complexity of the technology underlying the administration of the Contest, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Official Rules or otherwise related to the Contest.
- Release and Indemnification. BY PARTICIPATING IN THE CONTEST, ENTRANT: (A) RELEASES AND HOLDS SPONSOR, "XPEDITION 90X," INDIVIDUALLY AND AS A GROUP AND ALL OTHER CONTEST ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LOSSES, COSTS, DAMAGES, LIABILITIES, JUDGMENTS, SETTLEMENTS AND EXPENSES (INCLUDING WITHOUT LIMITATION REASONABLE ATTORNEYS' FEES); ("LOSSES") OF ANY KIND ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM THE CONTEST OR PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY (INCLUDING WITHOUT LIMITATION THE REMOVAL FROM THE CONTEST SITES OF, OR DISCONTINUATION OF ACCESS TO, ANY ENTRIES OR OTHER MATERIALS), OR RESULTING DIRECTLY OR INDIRECTLY FROM ACCEPTANCE, POSSESSION, USE, OR MISUSE OF ANY PRIZE AWARDED IN CONNECTION WITH THE CONTEST, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE, AS WELL AS CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION, AND/OR INVASION OF PRIVACY; AND (B) INDEMNIFIES AND HOLDS HARMLESS SPONSOR, "XPEDITION 90X," INDIVIDUALLY AND AS A GROUP, AND ALL OTHER CONTEST ENTITIES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS AND REPRESENTATIVES FROM ANY AND ALL LOSSES (AS DEFINED ABOVE) OF ANY KIND THAT MAY BE ASSERTED AGAINST OR INCURRED BY ANY CONTEST ENTITIES AT ANY TIME IN CONNECTION WITH THE ENTRIES. OR OTHERWISE RELATING TO ENTRANT'S PARTICIPATION IN THE CONTEST, INCLUDING WITHOUT LIMITATION CLAIMS CONCERNING THE INFRINGEMENT UPON OR VIOLATION OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHTS.
- Arbitration. THIS SECTION PROVIDES FOR RESOLUTION OF DISPUTES ARISING UNDER OR RELATING TO THESE OFFICIAL RULES OR THIS CONTEST, THROUGH FINAL AND BINDING ARBITRATION BEFORE A NEUTRAL ARBITRATOR INSTEAD OF IN A COURT BY A JUDGE OR JURY. In the event of any dispute arising out of or in connection with these Official Rules or the Contest, such dispute shall be submitted to arbitration to be administered by the American Arbitration Association under its Commercial Arbitration Rules and Supplementary Procedures for Consumer-Related Disputes ("Supplementary Procedures"), as amended by these Official Rules. The arbitrator shall not have the power to impose punitive damages. To the extent that the arbitrator deems reasonable, the arbitrator shall conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances. Any in-person appearances requested by the arbitrator shall be held in Edmonton, Alberta, Canada. Arbitration proceedings shall be conducted in English and shall be conducted in a manner that preserves the confidentiality of Company's trade secrets and other confidential information. Each party hereby waives any and all rights and benefits which it might otherwise have or be entitled to under federal law or the laws of Alberta, it being the intention of the parties to arbitrate, according to the provisions of these Official Rules, all such disputes. The arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any other agreements you may enter into with Sponsor in connection with the Contest, shall be final and binding, and shall provide for each party to bear its own costs of arbitration and attorneys' fees. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A JURY. The award rendered by the arbitrator may be confirmed and enforced in any court of competent jurisdiction. In the event of any dispute concerning the Contest, your sole and exclusive remedy shall be to seek damages pursuant to an arbitration authorized by this Section 3(e). For any claim for equitable or injunctive relief, you agree to submit to the exclusive jurisdiction of any state or federal court located in the County of New York in the State of New York, and you waive any jurisdictional, venue or inconvenient forum objections to such courts. IF YOU DO NOT AGREE TO THESE REQUIREMENTS (OR ANY OTHER PROVISION OF THESE OFFICIAL RULES), YOU CANNOT PARTICIPATE IN THE CONTEST.
- f. Governing Law. The Contest and these Official Rules are governed by and shall be construed in accordance with the laws of the province of Alberta, Canada, without regards to its principles of conflicts of law. For any dispute not subject to arbitration according to Section 3(e) above, you irrevocably agree to personal jurisdiction by the federal and provincial courts located in the province of Alberta, Canada and waive any jurisdictional, venue, or inconvenient forum objections to such courts. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and you hereby irrevocably waive all rights to claim punitive, incidental, or consequential damages, or any other

damages, including attorneys' fees, other than your actual out-of-pocket expenses (*i.e.*, costs associated with participating in the Contest), and you further irrevocably waive all rights to have damages multiplied or increased. YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO YOUR ENTRIES OR OTHERWISE RELATED TO THE CONTEST MUST COMMENCE WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURS, OTHERWISE, SUCH CAUSE OF ACTION SHALL BE PERMANENTLY BARRED.

- **g. Privacy.** Information submitted in connection with the Contest will be treated in accordance with these Official Rules and information submitted through the Contest Sites will be governed by the applicable Privacy Policies, provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail. Specifically and without limitation, Sponsor reserves the right to communicate with any Entrant about his or her Entry, and because of the potential critical nature of such communications to the operation of the Contest, Entrant will not be permitted to "opt out" of receiving such communications.
- **h. Headings.** Headings and captions are used in these Official Rules solely for convenience of reference, and shall not be deemed to affect in any manner the meaning or intent of these Official Rules or any provision hereof.
- i. Non-Endorsement. The use of any non-Sponsor trademarks, service marks, logos, or other marks in connection with this Contest or any prize is not meant by Sponsor to imply the endorsement of the respective owner(s) of such marks, or any affiliation of the respective owner(s) of such marks with the Contest Sites or the Contest.
- **j. Interpretation.** In the event of any conflict between any information provided on the Contest Sites regarding the Contest (such as a "F.A.Q."), on the one hand, and these Official Rules, on the other, these Official Rules shall govern.

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