

TERMS AND CONDITIONS

The Régates de Valleyfield

The promoter of the Régates de Valleyfield (Event) is a non-profit organization operating under the name LES RÉGATES DE VALLEYFIELD INC (Quebec Business Number 1143454974).

Ticket, bracelet or pass

- No exchange or refund. No rebate of ticketing fees.
- Any ticket, bracelet or pass that has been falsified, altered, mutilated or illegible is null and void.
- All tickets, wristbands and event passes are non-transferable and may not be resold.
- All tickets, wristbands and passes are invalid as soon as a sworn complaint has been made to the local police department to the effect that they have been stolen.
- The event management or any other partner are not responsible if your ticket is copied without authorization and/or used by a third party. If your ticket is copied without authorization, you may be denied access to the site.
- A child aged twelve (12) or under, accompanied by an adult holding or using a general admission ticket (Client), will be admitted free of charge to general admission. Proof of age may be required.

2. Interpretation

In the event of any discrepancy between any provision herein and any provision contained in a different language or in the brochure or reservation form (if applicable), the provision contained herein and in French shall prevail.

The representation of the site of the Event, including the circuit, grandstands, lodges, camping, giant screens and any other element related to the Event, as shown on any official ticket, pass, brochure or website, may not be complete and should be used for illustrative purposes only.

In the present provisions as well as in any other provision contained in the corporate brochure or reservation form, the expression "Lodges" shall be understood to encompass the various Lodges, including without limiting the generality of the foregoing, VIP Lodges, Corporate Lodges and any other similar place existing or to be developed by the Event organizer or any person designated by him.

3. Cancellation

LES RÉGATES DE VALLEYFIELD INC. reserves the right to cancel the Event without further obligation.

No partial or total refund of tickets, wristbands or passes, nor any exchange of tickets, wristbands or passes for any reason (including malfunction of giant screens, displacement of bleachers, boxes or other reasons) will be granted.

4. The following items are prohibited on the Event site

- Alcoholic beverages from outside the Event site;

- Non-alcoholic ready-to-drink beverages;
- Unsealed beverages in their original containers;
- Glass containers;
- Firearms, edged weapons, stun guns and any other objects of a dangerous nature;
- Parasols and other structures that may obstruct spectators' view and/or jeopardize their safety;
- Stoves and barbecues;
- Any banners, posters or visuals that are provocative, slanderous or claimatory.
- Drones ;
- Animals (except guide dogs and assistance dogs).
- Laser pointers.
- The organizers reserve the right to ban any material or equipment deemed dangerous.

5. Modifications to site facilities

No additions or modifications to the site facilities or any use of the site facilities other than the use granted in the agreement will be permitted without the written authorization of management. The customer shall be responsible for and shall indemnify LES RÉGATES DE VALLEYFIELD INC. and any other Beneficiary (hereinafter defined), for any costs related to said additions and modifications, including costs incurred by LES RÉGATES DE VALLEYFIELD INC.

6. Recording and films

Customers may not make, create, record, store or transmit any audio recordings, visual footage, audiovisual footage, information or other data including official time, results, performance, weather or race direction data of, to or in connection with the Event. Equipment that could enable the above-mentioned acts to be carried out is prohibited on the site. Personal electronic devices, including cameras, cellular telephones or other hand-held communication devices, are permitted on the site provided that the films, images, recordings and data created and stored thereon are used for personal, private and non-commercial purposes only. All data and images, including photographs and images originating or that may originate from a recording (image) of the Event that are recorded, stored and/or created on the Site are used for personal, private and non-commercial purposes only.

7. Commitment

The use of a ticket, bracelet or pass constitutes on the part of its holder

1. an acceptance and undertaking that: (i) the use of recordings, data or images for advertising, display, commercial gain or any other purpose (except for personal use) without the prior written consent of VALLEYFIELD REGATES INC. is strictly prohibited and will constitute a breach of these terms and conditions to which the customer may be subject; (ii) upon the request of VALLEYFIELD REGATES INC, the customer shall assign in writing to VALLEYFIELD REGATES INC. the copyright and any other intellectual property rights in any images, films and recordings that the ticket, bracelet or pass holder creates, makes, stores or records of, at or in connection

with the Event and (iii) the customer consents to the use by VALLEYFIELD REGATES INC. (and to a third party authorized by VALLEYFIELD REGATES from time to time) for the purpose of or in connection with any publication, exhibition or broadcast (including any advertising or promotional materials and campaigns) in any media worldwide, free of charge and on a permanent basis and approved by VALLEYFIELD REGATES, of any image or video of the customer, the customer's voice and/or appearance, taken at the Event and the customer waives all rights to privacy to the extent necessary to permit such use;

2. an acknowledgement that the sport of motonautics, the Event and certain related activities (including, but not limited to, side races) are dangerous and an acceptance of the risks inherent in and incidental to attending the Event. Despite the increased protective measures for spectators, objects and/or debris may be thrown into the crowd and cause serious bodily injury. The organization therefore advises you to be alert at all times, to follow the progress of the competitions and to comply with the safety rules in force;

3. a waiver, to the fullest extent permitted by law, in favour of LES RÉGATES DE VALLEYFIELD INC, the associates of LES RÉGATES DE VALLEYFIELD INC, any company related to or affiliated with LES RÉGATES DE VALLEYFIELD INC. as well as their respective directors, employees, volunteers, representatives, agents, Event organizers (including officials, stewards, rescue and medical staff), competitors and drivers (including, where warranted, any directors, officers, stewards employees, agents, suppliers and affiliated companies) from any and all liability for any loss, damage or injury which may be caused to them on the premises of the Event, whether before, during or after the Event, and a waiver of any claim in respect thereof. Nothing in these conditions limits or excludes (a) liability for death or personal injury resulting from the negligence of any of the above-mentioned parties, or (b) any damage suffered as a result of fraud or fraudulent misrepresentation by any of the above-mentioned persons.

4. an undertaking to behave in a safe, prudent and respectful manner, to observe the safety rules and directives established or posted on the premises or given by the attendants, and not to bring onto the site any dangerous objects, on pain of expulsion without reimbursement ;

5. acceptance by any person other than a consumer within the meaning of the Consumer Protection Act (R.S.Q. c. 40.1.) that any claim or other dispute between the purchaser, user or other holder of the ticket or pass and LES RÉGATES DE VALLEYFIELD INC. and/or any other Beneficiary, in connection with such ticket or pass, the Event, its staging and/or attendance, shall be submitted to arbitration to the exclusion of all judicial tribunals, which arbitration shall be held in the Province of Quebec and under the laws applicable therein, on an individual and not collective basis, before a single arbitrator whose decision shall be final and binding on the parties;

6. a waiver by any person other than a consumer within the meaning of the Consumer Protection Act (R.S.Q. c. 40.1.) of any right to participate in any class action that may be brought against LES RÉGATES DE VALLEYFIELD INC. and/or any other beneficiary.

8. Location of the site and its facilities

LES RÉGATES DE VALLEYFIELD INC. reserves the right to determine, at its sole discretion, the final location of the installations during the Event, including, without restriction, the positioning of the various components of the site and its installations.

9. No advertising or promotion

1. No advertising or promotion by the customer will be permitted in connection with the various components of the site and its facilities or with the Event, including, without limitation, any corporate billboard or corporate identification inside or outside the host site, without the prior written consent of LES RÉGATES DE VALLEYFIELD INC ;

2. Tickets, wristbands or passes for the Event, a grandstand, a box, or any of the components of the site and its facilities, may not be resold or offered for sale in exchange for a fee or reward without the prior written consent of LES RÉGATES DE VALLEYFIELD INC. and without complying with the terms and conditions. Tickets, wristbands and passes may not be used for advertising or any other promotional or commercial purpose including, but not limited to, prizes, competitions, contests or sweepstakes or offered as a package with any other product, without the prior written consent of LES RÉGATES DE VALLEYFIELD INC. LES RÉGATES DE VALLEYFIELD INC. reserves the right to refuse admission to (or expel from) the Event any person who a) fails to comply with the terms and conditions or b) without possessing a valid ticket c) is in possession of a ticket, bracelet or pass which has been sold or used otherwise than in accordance with these terms and conditions or d) for reasons of health, safety or good order;

3. Unless specifically authorized in writing by LES RÉGATES DE VALLEYFIELD INC. no person shall use the name of the Event (or any abbreviation or foreign language version thereof) or any logo or graphic representation of the logo or in connection with the Event for any commercial purpose without the prior written authorization of LES RÉGATES DE VALLEYFIELD INC. The Customer may not advertise or promote its activities using the name of LES RÉGATES DE VALLEYFIELD INC. or any event promoted by LES RÉGATES DE VALLEYFIELD INC. in such a way as to link the Event to the Customer, implying or giving the impression that the Customer or its activities are endorsed or approved by LES RÉGATES DE VALLEYFIELD INC. or that the Customer is a sponsor or partner, or is in any way connected with LES RÉGATES DE VALLEYFIELD INC. or the Event.

10. Intellectual Property Rights

Nothing in these terms and conditions gives the right or authorizes the use of the logos or trademarks of LES RÉGATES DE VALLEYFIELD or any other sanctioning body.

11. Catering service

The customer acknowledges and agrees that LES RÉGATES DE VALLEYFIELD INC. shall have the sole rights with respect to the selection of all catering services, food and beverages, for the hosting sites during the Event and may designate, from time to time, persons or organizations at its sole discretion.

12. Persons under 18 years of age

The customer must ensure that any guest, employee or agent under the age of 18 is accompanied and supervised at all times by his/her parent or guardian.

13. Non-smoking policy

The customer agrees to comply with the provisions of the law that came into force on May 26, 2006, prohibiting smoking in grandstands, on terraces and other enclosed areas, all tobacco products and electronic cigarettes.

It is forbidden to smoke cannabis anywhere on the site.

14. Default by the customer

If any of the terms of payment specified in the reservation form are not respected by the customer, or if the customer commits any violation of the conditions provided for herein or of the agreement binding him to LES RÉGATES DE VALLEYFIELD INC, LES RÉGATES DE VALLEYFIELD INC may terminate the agreement without notice. In the event of such termination, the customer agrees in advance to the application of the following conditions:

1. The customer will forfeit all monies paid to LES RÉGATES DE VALLEYFIELD INC. prior to termination;
2. LES RÉGATES DE VALLEYFIELD INC. may sign an agreement with a third party covering any rights or benefits provided for in the terminated agreement;
3. The loss of any monies and the termination of the agreement will not preclude any other rights or remedies that LES RÉGATES DE VALLEYFIELD INC. may have against the customer as a result of the customer's default including, in particular, full payment of amounts due but for the termination and the right to claim damages for having caused the termination of the agreement.

15. Denial of access and eviction; no refund

Notwithstanding anything to the contrary, LES RÉGATES DE VALLEYFIELD INC. reserves the right to refuse admission to (or expel from) the Event, without refund or compensation, any person who a) fails to comply with these terms and conditions or with the rules and regulations indicated or broadcast on the Event site; b) is in possession of a ticket, bracelet or pass that has been sold or used otherwise than in accordance with these terms and conditions; or c) in the opinion of LES RÉGATES DE VALLEYFIELD INC, is under the influence of drugs or alcohol, is uncontrollable, or whose behavior is reprehensible or inappropriate.

16. Behavior in the stands and in general admission

- Smoking and vaping are prohibited in the grandstands.
- It is forbidden to sit and/or obstruct the stairs in the grandstands.
- Banners, flags and other promotional material are permitted provided they do not obstruct the view and/or disturb other spectators.
- Standing up to take photos is permitted, provided it does not disturb other spectators.
- It is strictly forbidden to climb or cross fences used to delimit the track perimeter.
- Spectators refusing to comply with these rules may be denied access to the site for an indefinite period.

17. Promo Shop

Any purchase of promotional merchandise made directly on the Event site constitutes a final, non-refundable sale. Purchases of promotional merchandise made on our website constitute a final, non-refundable sale. However, an exchange may be possible with the consent of LES RÉGATES DE VALLEYFIELD INC. to substitute one size for another. LES RÉGATES DE VALLEYFIELD INC. reserves the right to refuse an exchange in the case of damaged merchandise. Shipping and handling charges may apply to exchanges.

18. Camping

By renting a campsite on the L'Événement site, the customer agrees in advance to the following conditions:

- Site rental constitutes a final, non-refundable sale.
- It is the customer's and/or user's responsibility to verify that their equipment is permitted on the chosen campsite.
- The customer understands and accepts that he/she may be refused access to the rented site if he/she has chosen a site that is not able to accommodate his/her type of equipment as stipulated at the time of purchase.
- The customer may be expelled without refund in the event of non-compliance with the code of conduct listed below.

19. Camping Code of Conduct

- The use of a generator is permitted between 7 a.m. and 10 p.m. If you use a generator outside these hours, campground staff reserve the right to turn it off. In the event of a repeat offence, you will be expelled from the site without refund.
- No festive gatherings are allowed on the campsite.
- Quiet period: between midnight and 7 a.m.
- It is forbidden to dump any liquid or solid waste from your recreational vehicle on the ground.
- No open campfires or fireworks are permitted on the site at any time.
- Pets are allowed on the campsite provided they are kept on a leash at all times. Please use biodegradable bags to collect your pet's waste.
- Domestic waste must be deposited in the container located near the baseball field.
- Campers must pick up after themselves. Leaving the area as clean as before their arrival.
- Electricity is not provided on any site.
- Campers have the option of filling their tanks with NON-POTABLE WATER.
- The Régates de Valleyfield organizing committee reserves the right to expel from its site any camper whose behavior is deemed undesirable, without refund.

20. Changes to these terms and conditions

LES RÉGATES DE VALLEYFIELD INC. reserves the right to make changes to these terms and conditions from time to time if it has a valid reason to do so (including, without limitation, a change in operational, security or health and safety requirements. Any material changes will be

notified to you by LES RÉGATES DE VALLEYFIELD INC. at the e-mail address you provided when you purchased your tickets.