

M&M'S WORLD™ Contest
Full Rules and Regulations – FCL Promotion

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, PROVINCIAL/TERRITORIAL AND MUNICIPAL LAWS AND REGULATIONS AND IS VOID WHERE PROHIBITED BY LAW. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL AGREEMENT WITH AND ACCEPTANCE OF THESE RULES (“Contest rules”).

The “M&M'S WORLD™ Contest” (hereinafter the “**Contest**”), is administered by Holtby Enterprises Inc o.a. My Brother Darryl (the “**Administrator**”). Mars Canada Inc. is not responsible for the administration or operation of this Contest and is only the prize sponsor (hereinafter the “**Prize Sponsor**”). The Contest will take place exclusively in participating Co-op® Food Stores in Manitoba, Kenora district of Northwestern Ontario, Saskatchewan, Alberta, British Columbia and Yellowknife, NT (collectively, the “**Territory**”).

- 1. CONTEST PERIOD:** The Contest begins on September 23, 2021 at 12:00:00 a.m. Central Time (“CT”) and ends on October 13, 2021 at 11:59:59 p.m. CT (**the “Contest Period”**).
- 2. ELIGIBILITY:** This Contest is only open to legal residents of Manitoba, Kenora district of Northwestern Ontario, Saskatchewan, Alberta, British Columbia and Yellowknife, NT who have reached the age of majority in the province or territory of residence at the time of entry and who do not fall into the eligibility limitations set forth below in this Rule 2 (each an “**Eligible Entrant**”). Employees, representatives or agents (and each of their immediate family members and each of those with whom such persons are domiciled regardless of relation) of, Federated Co-operatives Limited (“**FCL**”), the Administrator, Co-op® food stores and Prize Sponsor and each of their respective parents, subsidiaries, affiliates, agents, governors, board members, consulting, advertising and promotional agencies (collectively, the “**Released Parties**”) are not eligible to participate in the Contest, or win prizes in the Contest. Immediate family is defined as parents, siblings, children or spouse.
- 3. HOW TO ENTER: NO PURCHASE NECESSARY.** A purchase will not increase your chance of winning. There are two (2) ways to enter the Contest, as follows:

Purchase Entry Method: To enter, an Eligible Entrant must: (i) go to a participating Co-op Store in the Territory (each, a “**Participating Store**”) and purchase any participating Prize Sponsor products listed below (each, an “**Eligible Purchase**”) from the Participating Store; (ii) go to www.cooppromotions.com (the “**Contest Website**”) during the Contest Period and click on the M&M'S WORLD™ Contest link; (iii) follow the on-screen instructions to complete the online registration/entry form including submitting the UPC product bar code number from any one of the participating Prize Sponsor products listed below and providing full name, postal code, phone number, and valid email address; (iv) confirm that you have read, understood and accepted the Contest rules and that you are age of majority in your province by clicking the applicable boxes; and (v) click the “Submit” button to complete registration (“**Purchase Entry**”). Purchase Entry must be submitted and received by Administrator not later than October 13, 2021 at 11:59:59 p.m. CT.

No Purchase Entry Method: To obtain one (1) Entry without making an Eligible Purchase, an Eligible Entrant must hand print his/her name, complete mailing address, email address and telephone number on a plain piece of paper and mail it to the M&M'S WORLD™ Contest, c/o My Brother Darryl, 20440 Simcoe St, Seagrave, ON, L0C 1G0 (“**No Purchase Entry**”). Upon receipt of a No Purchase Entry in accordance with these Contest rules, the Eligible Entrant will be entered into the Contest. To be eligible, a No Purchase Entry submitted must:

- (i) be received separately in an envelope bearing sufficient postage (i.e. multiple Entries in the same envelope will be void); and
- (ii) be postmarked by October 13, 2021 and received by no later than October 20, 2021 by 11:59:59 p.m. CT.

No mechanical reproductions permitted.

Each Purchase Entry and No Purchase Entry is known as an “Entry” and collectively as “Entries.” Neither the Administrator nor the Prize Sponsor take any responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late, destroyed incomplete or incompatible Entries (all of which are void).

Limit one (1) Entry per person regardless of the method of entry, email address, telephone numbers or addresses provided per day. If it is discovered by the Administrator (using any evidence or other information made available to or otherwise discovered by the Administrator) that any person has attempted to: (i) obtain an Entry (regardless of the method of entry) by any means other than as permitted in accordance with these Contest rules; and/or (ii) use multiple names or identities 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 Administrator.

PARTICIPATING PRODUCTS:

INNOVATION
Snickers Peanut Brownie 34g NEW
Snickers Peanut Brownie 136g NEW
Starburst Gummie Duos 164g NEW
Starburst Gummies 99g NEW
M&M's Classic Mix 109G NEW - P5
M&M's Peanut Mix 109G NEW - P5
M&M's Classic Mix 185G NEW - P5
M&M's Peanut Mix 185G NEW - P5

CHOCOLATE SINGLES
Twix 50g
Bounty 57g
Bounty Dark 57g
Snickers 52g
Snickers Crisper 40g
Mars 52g
Mars Fudge 50g
Maltesers 37g
Maltesers Single 35g
M&M's Milk Chocolate 48g
M&M's Peanut 49g
M&M's Minis 30g
3 Musketeers 54g
Snickers Nut Butters Peanut Butter 38g
Snickers Nut Butters Almond Butter 38g
Snickers Almond 50g DISCO'D
Mars Caramel 45g DISCO'D
Mars Dark 50g DISCO'D
M&M's Caramel 40g DISCO'D

CHOCOLATE KING SIZE
Mars 85g
Twix 85g
3 Musketeers 93g

Snickers 93g
Snickers Crisper 80g
Bounty 85g
M&M's Minis Mega Tube 50g
Twix Cookies and Crème 77g
Mars Caramel 70g DISCO'D
Snickers Almond 93g DISCO'D
Snickers Hazelnut 91g DISCO'D
Snickers PB 100g DISCO'D
M&M's Peanut 75g DISCO'D

GUM

Doublemint OTC
Excel Peppermint OTC
Excel Polar Ice OTC
Excel Spearmint OTC
Excel Winterfresh OTC
Excel Bubblemint OTC
5 Cobalt - Cooling Peppermint OTC
5 Rain - Tingling Spearmint OTC
Hubba Bubba Max Outrageous Original
Juicy Fruit Original Stix OTC
Excel Soft Chew Peppermint
Excel Soft Chew Spearmint
Excel Chlorophyll
Excel Cinnamon
Excel Strong Mint
Excel White Winterfresh
Excel White Bubblemint
Excel White Spearmint
Extra Bubblemint
Extra Peppermint
Extra Spearmint
5 Ascent - Winterfresh
5 Prism - Melon
5 Maze - Sweetmint
5 Flood - Sour Strawberry
Hubba Bubba Strawberry Watermelon
Hubba Bubba Tape Grape
Hubba Bubba Tape Original
Hubba Bubba Max Sour Blue Raspberry
Juicy Fruit Original Chunk
Juicy Fruit Original
Juicy Fruit Mixies
Juicy Fruit Collisions Watermelon
Excel White Bubblemint Bottle

Excel Peppermint Bottle
Excel Polar Ice Bottle
Excel Spearmint Bottle
Juicy Fruit Original Bottle
Juicy Fruit Chew Strawberry Bottle
Excel Soft Chew Spearmint Bottle
Excel Soft Chew Peppermint Bottle
5 Megapack Cobalt Peppermint 35 stick
5 Megapack Rain Spearmint 35 stick
Juicy Fruit Collisions Tropical Berry DISCO'D

MINTS

Excel Mints Peppermint
Excel Mints Spearmint
Excel Mints Winterfresh
Excel Chewy Mint Peppermint
Excel Mint Berry
Excel Freshmint 12.2g
Excel Spearmint Mini Mint 12.2g
Excel Chewy Mints Spearmint 27g

FRUITY CONFECTIONERY

Skittles Original 61g
Skittles Sweet & Sour 56g
Skittles Bright Side 56g
Skittles Sour 51g
Skittles Berry 61g
Skittles Tropical 61g
Starburst Original 58g
Starburst DUOs 58g
LifeSavers 5 Flavour Roll 32g
Starburst Original KS 92g
Starburst Minis Original KS 99g
Skittles Original Bottle 113g
Skittles Sweet Heat 51g DISCO'D
CHOCOLATE PEG
M&M's Chocolate Milk 120g
M&M's Peanut 120g
M&M's Almond 110g
M&M's Peanut Butter 115g
M&M Mint Peg Pack
Mars Bites 109g
Twix Bites 130g
Snickers Bites 130g

Bounty Mini 109g
Maltesers 100g
M&M Fudge Brownie Peg 109g
M&M'S Caramel 109g DISCO'D
M&M's Hazelnut Peg 109g DISCO'D
CHOCOLATE SUP
Bounty Mini 193g
M&M'S Peanut 200g
M&M's Milk Chocolate 200g
M&M'S Peanut Butter 230g
M&M's Almond 185g
M&M's Caramel 185g
Mars Bites 193g
Maltesers 165g
Kind Bark Almond & Sea Salt 102g
Kind Bark Almond & Salted Caramel 102g
Kind Bark Roasted Peanut 102g
Snickers Nut Butters Peanut Butter 152g
Snickers Nut Butters Almond Butter 152g
Snickers Bites 230g DISCO'D
Twix Bites 230g DISCO'D
CHOCOLATE TABLET
M&M Peanut Tablet
M&M MC Tablet
Maltesers Tablet 100g
M&M Dark Tablet 113g DISCO'D
CHOCOLATE MTP
Twix MTP 4x50g
Mars MTP 4x52g
Snickers MTP 4x52g
Bounty 4x57g
Mars Caramel 4x45g
M&M's Peanut DISCO'D
CHOCOLATE BOWL

Mars Bites 400g
M&M'S Pouch Peanut 400g
M&M's Pouch Milk Chocolate 400g
Maltesers 324g
Snickers Bites 400g
M&M's Caramel 380g
M&M's Peanut Butter 400g
Twix Bites 400g DISCO'D
CHOCOLATE CELEBRATION
M&M's Milk Chocolate 1kg
M&M's Peanut 1kg
M&M's Peanut Butter 1kg
CHOCOLATE FUN/SNACK SIZE
Snickers 10ct 130g
Twix 10 ct 100g
Mars 10 ct 130g
GUM
Excel Peppermint MTP
Excel Polar Ice MTP
Excel Spearmint MTP
Excel Variety MTP
Excel White Bubblemint MTP
Excel White Spearmint MTP
Juicy Fruit Original MTP
Excel Winterfresh MTP
Excel Strong Mint MTP
Excel Bubblemint MTP
5 Ascent Wintermint MTP
5 Cobalt Peppermint MTP
5 Rain - Spearmint MTP
MINTS
Excel Mints Peppermint MTP
FRUITY CONFECTIONERY

LifeSavers Pep-O-Mint Peg 150g
LifeSavers Wint-O-Green Peg 150g
LifeSavers Orange-O-mint Peg 150g
Skittles Original Peg 191g
Skittles Bright Side Peg 191g
Skittles Sour Peg 151g
Skittles Sweets & Sours Peg 191g
Skittles Berry Peg 191g
Starburst Original Peg 191g
Starburst DUOs 191g
Starburst Gummies Original Peg 164g
Starburst Gummies Sours Peg 164g
Starburst Gummies Sour Berries 164g
Starburst Minis Original Peg 191g
Skittles Original Bowl 320g
Skittles Dips 43g DISCO'D
Skittles Dips 151g DISCO'D
Skittles Sweet Heat Peg 191g DISCO'D

4. **CHANCE OF WINNING:** The chance of winning is dependent upon the total number of eligible entries received during the Contest Period. The winner will be required to sign a Statement of Compliance, Release and Indemnity Agreement.
5. **PRIZE DESCRIPTION:** There will be Four (4) Grand Prizes (the “Prize”) available to be won and to be awarded in the form of \$2,000 CAD in Vision Travel gift certificates (the “Gift Certificate”) which can be used towards a trip to a M&M’S® WORLD™ store location. Subject to Vision Travel Agency terms and conditions. If the winner chooses to go for a trip to M&M’S® WORLD™ store location, the choice of destination, flights, airline(s), hotel accommodations (including, without limitation, room size and occupancy) are at the sole and absolute discretion of the Winner. One (1) prize to be awarded per each of the following Regions:

Region 1: Manitoba (including Kenora district of Northwestern Ontario)

Region 2: Saskatchewan

Region 3: Northern Alberta (including Red Deer and north thereof), Northern British Columbia (including Prince George and north thereof) and Yellowknife, NT

Region 4: Southern Alberta and Southern British Columbia

Without limiting the generality of the foregoing, the following general conditions apply to the prizes: Prizes must be accepted as awarded. Prizes may not be sold, converted to cash, are non-transferable, and no substitutions are permitted. One prize per winning entry; one prize per household. The Prize Sponsor reserves the right, in the event that a prize or any component of a prize cannot be awarded as described for any reason, to substitute another prize of equal or greater value without liability. All costs and expenses not specifically stated as included herein are the sole responsibility of the prize winner including but not limited to travel to and from any M&M’S WORLD™ location (M&M’S World™ Locations at New York, Las Vegas, London, Orlando, Shanghai), and any out of pocket expenses.

IN THE EVENT THE COST OF THE TRIP CHOSEN BY WINNER EXCEEDS THE VALUE OF THE \$2,000 VISION

TRAVEL GIFT CERTIFICATE, THE WINNER WILL BE SOLELY RESPONSIBLE FOR THE AMOUNT OF THE TRIP EXCEEDING THE VALUE OF THE PRIZE.

There is a limit of one (1) Prize per person/household. Without limiting the generality of the foregoing, the following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or or (in the case of the Gift Certificates) convertible to cash (except as may be specifically permitted by Prize Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Prize Sponsor's option; (iii) the costs of everything not expressly and specifically stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner; (iv) if the confirmed winner does not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Prize Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) Prize Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Prize Sponsor's sole discretion, a cash award; and (vi) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Prize Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any 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 Prize Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory.

- 6. SELECTION OF WINNERS:** Four (4) Eligible Entrants, set forth in Rules 2 & 3 above will be selected from among all eligible Entries received in accordance with these Contest rules in a random drawing to be conducted by Administrator in Seagrave, ON at 10:00 a.m. EST on October 21, 2021 from amongst all eligible online & mailed Entries received by the end of the Contest Period.

There is a limit of one (1) Prize per person AND/OR residence. Any participant selected under the terms of these Contest rules who does not respect this condition will be disqualified and another draw will be held to select a participant. Winners may be required to show ID when claiming their prize.

- 7. HOW TO CLAIM THE PRIZE:** To be declared a winner, the selected Entrant must:
- a. Respond to the Administrator within five (5) business days of the date of Administrator's notification;
 - b. Sign and return to Administrator the Statement of Compliance, Release and Indemnity Agreement (hereinafter the "**Declaration Form**") within not more than five (5) business days following the date on which Administrator sends such Declaration Form to the winner after having received it; and
 - c. Correctly answer a mathematical skill test to be administered by Administrator.

By entering this Contest, each participant agrees to be bound by these Contest rules herein. If a selected participant fails to meet any of the conditions mentioned in the paragraph above or any other condition in these Contest rules, that person's participation will be cancelled and, time permitting, a new participant will be selected for this prize in accordance with these Contest rules herein, until a participant is selected and declared a winner, without affecting the allocation order of the other prizes.

- 8. WINNER NOTIFICATION PROCESS:** The Administrator or its designated representative will make a minimum of three (3) attempts to contact the selected Eligible Entrant within five (5) business days of the Draw Date. No communication will be entered into except with the Eligible Entrant. If the selected Eligible Entrant cannot be contacted within five (5) business days of the Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Administrator, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Administrator reserves the right, in its sole and absolute discretion, with time permitting, to randomly select an alternate Eligible Entrant from among the remaining eligible Entries submitted and received in accordance with these Contest rules (in which case the foregoing provisions of this section shall apply to such newly selected Eligible Entrant).

- 9. WINNER CONFIRMATION PROCESS: BEFORE BEING DECLARED THE CONFIRMED PRIZE WINNER,** the selected Eligible Entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Administrator, be administered online, by email or other electronic means, by telephone, or in the Declaration Form with (where lawful) a publicity release (the “**Release Form**”); and (b) sign and return, within five (5) business days of notification, the Release Form, which (among other things): (i) confirms compliance with these Contest rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, 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 Prize Sponsor in any manner or medium whatsoever, including print, broadcast or the Internet. Upon satisfaction of these conditions, the Eligible Entrant will be declared the winner of the Contest. If the selected Eligible Entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents outlined above within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Contest rules (all as determined by the Administrator in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize) and the Administrator reserves the right, in its sole and absolute discretion, with time permitting, to randomly select an alternate Eligible Entrant from among the remaining eligible Entries submitted and received in accordance with these Contest rules (in which case the foregoing provisions of this section shall apply to such newly selected Eligible Entrant).
- 10. GENERAL:** By entering the Contest, Eligible Entrants agree to abide by these Contest rules and the decisions of the Administrator with respect to all aspects of the Contest, which are final. This Contest is subject to all applicable federal, provincial and municipal laws. To request a copy of these Contest rules, send a self-addressed, stamped envelope to <M&M’S WORLD™> Contest c/o My Brother Darryl 20440 Simcoe St, Seagrove, ON, L0C 1G0. All entries become the property of the Administrator and none will be returned. By entering this Contest, entrants consent to the use of their name and address (city and province) by the Prize Sponsor or Administrator in compliance with provincial Contest rules. The Administrator reserves the right to disqualify any entrant in the event of fraudulent Contest entry or other violation of these Contest rules. Entry forms are subject to verification and void if obtained illegitimately, or if altered, mutilated, forged, tampered with or irregular in any way. Subject to applicable law, the Administrator reserves the right, in its sole discretion and for any reason, to cancel, terminate, modify the Contest rules or administration of the Contest or suspend this Contest in whole or in part without prior notice and with no obligation or liability. In the Administrator’s or Prize Sponsor’s sole discretion, a winner may be selected by randomly drawing from among all valid entries received up to the time of cancellation, termination or suspension. By participating in the Contest, entrants agree to release and indemnify the Released Parties and any of their parents, affiliates, member retail co-operatives, board members, agents and contractors, including advertising and promotional agencies, and their directors, officers and employees, from any and all losses, expenses (including legal fees), damages and claims of any kind in connection with the Contest or resulting from the acceptance, possession or use of any Prize, including without limitation any loss, personal injury, death, property damage, or claims based on publicity rights, defamation or invasion of privacy. Under no circumstances will the Released Parties nor any of their parents, affiliates, member retail co-operatives, board members, agents and contractors, including advertising and promotional agencies, and their directors, officers and employees, subsidiaries or affiliates, be responsible for any injuries, loss or damages of any kind (compensatory, direct, incidental, indirect, consequential or otherwise) with respect to or in any way arising from, this Contest or the Prize awarded. In no event shall the Prize Sponsor be required to award more prizes than what is indicated in these Contest rules or award the Prizes otherwise than in accordance with these Contest rules.
- 11. PRIVACY:** The Administrator, Prize Sponsor and Federated Co-operatives Limited respect your right to privacy and will use your personal information only to conduct the Contest and for the purpose as described in these Contest rules. If consent is actively and voluntarily given at the time of entry to provide you with the latest email offers and communications from Co-op®, then Federated Co-operatives Limited will use your personal information for that purpose. Information collected is used solely to administer the Contest and is not sold, rented, or loaned to any third parties. No correspondence will be entered into except with selected entrants. Federated Co-operatives Limited will handle the entrant’s personal information in accordance with its privacy policies and practices, which can be accessed on its website www.fcl.crs or by contacting the privacy officer for

Federated Co-operatives Limited at privacy@fcl.crs ; and in accordance with applicable laws. By completing and submitting a Contest entry form you consent to the collection use and disclosure of your personal information for the purposes stated herein. CO-OP® - Registered trade-mark of Federated Co-operatives Limited. All other trademarks are the property of their respective owners.

12. TERMS AND CONDITIONS

- i) **Verification.** Entries made online and request for participation without purchase are subject to verification by the Administrator. Any entry that is, as the case may be, incomplete, incomprehensible, inaudible, illegible, fraudulent, mutilated, late, which does not contain the correct answer to the mathematical question AND/OR does not include it, or which does not comply with these Contest rules herein will automatically be rejected and will not entitle a person to an entry or a Prize.
- ii) **Disqualification.** The Administrator reserves the right to disqualify any person or cancel one or more entries of any person entering this Contest or who attempts to participate by means contrary to the Contest rules herein or in a manner prejudicial to other participants (e.g., use of Entry Forms obtained from an unauthorized source, entries exceeding the allowable limit, computer hacking, etc.). Any attempt to deliberately damage the website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. If such an attempt is made, the Administrator reserves the right to seek damages from that person, without prejudice to the rights of the Prize Sponsor to seek any other remedies to the extent permitted by law. This person could be referred to the competent judicial authorities.
- iii) **Non-compliance/eligibility.** Any participant who is selected at random as part of this Contest and does not comply with the eligibility requirements herein will be automatically disqualified and another random draw will be held to select a participant. Any selected participant that does not comply with these eligibility conditions must inform the Administrator as soon as the Administrator has contacted him or her.
- iv) **Acceptance of a Prize.** All Prizes must be accepted as described in these Contest rules and cannot be transferred to another person, substituted for another Prize or exchanged in part or in whole against money, subject to the substitution paragraph below.
- v) **Substitution of a Prize.** In the event that it was impossible, difficult and/or more costly for the Administrator and/ or the Prize Sponsor to award a Prize (or a portion thereof) as described in these Contest rules, they reserve the right to award a Prize (or a portion of the Prize) of similar nature and equivalent value or, at their sole discretion, the value of the Prize (or a portion of the Prize) indicated herein in cash.
- vi) **Refusal to accept a Prize.** The refusal of a person selected at random to accept a Prize according to the terms herein releases the Administrator and Prize Sponsor from any obligation related to Prize to that person.
- vii) **Limit of responsibility – use of a Prize.** Any person selected releases the Released Parties, retail co-operatives, board members, their affiliates and respective divisions and any other moral person of their respective corporate groups, their advertising and promotion agencies, their shareholders, directors, officers, board members, employees, agents and representatives, suppliers of prizes, materials and services related to this Contest, as well as any other party associated with this Contest (hereinafter, the "**Beneficiaries**") from any liability for any damages that may occur due to the acceptance or use of the Prize. To be declared a winner, and before obtaining the Prize, the selected person agrees to sign a Declaration Form to this effect.
- viii) **Responsibility – operation of the Contest.** The Beneficiaries disclaim any liability with respect to: the malfunctioning of any computer component, software or communications line; any faulty, incomplete, or incomprehensible transaction or any transaction erased by any computer or any network, and which may limit or prevent any person from entering the Contest; any technical or human error which may occur in the treatment of or participation in the Contest; problems with the functioning of the website or features of the website, regardless of cause; malfunction or damage to the telephone network or lines, to computer equipment, to voice mail machines or systems, to data or software, to online systems, servers or access providers; any loss of function because witnesses are not activated; congestion on the Internet; the security

or privacy of information transmitted via computer or telephone networks; or any breach of privacy due to interference by hackers.

- ix) **Amendment.** The Administrator and Prize Sponsor reserve the right, at their sole discretion, to cancel, terminate, modify or halt this Contest in whole or in part should an event, an error or any human intervention occur that could corrupt or affect the administration, security, fairness or proper conduct of the Contest, as provided for in these Contest rules, and subject to the approval, if required.
- x) **Limitation of Prizes.** In any case, the Beneficiaries and suppliers of products or services related to this Contest shall not be held to award more prizes than indicated in the Contest rules herein or to award prizes other than in accordance with the Contest rules herein.
- xi) **Impossibility to act – labour dispute.** Beneficiaries shall not be liable in any way in all cases where their inability to act would result from an event or situation beyond their control (earthquake, war, act of terrorism, fire, flood, storm, riot, insurrection, civil unrest, fire or other force majeure) or a strike, lockout or any other labour dispute in their establishments or in the establishments of organizations or companies whose services are used to hold this Contest.
- xii) **Limitation of liability – participation.** By participating or attempting to participate in this Contest, participants release the Beneficiaries from all responsibility for any damage they may incur due to their participation or attempted participation in the Contest.
- xiii) **Authorization.** By entering this Contest, any winning participant authorizes the Administrator, Beneficiaries and their representatives to use, if required, their name, photograph, image, declaration regarding the prize, place of residence and/or voice without any form of compensation and at their discretion, without limit as to the period of use in any social media or website and globally, for advertising purposes or any other purpose deemed relevant. A statement to this effect will be included in the Release Form.
- xiv) **Ownership of Entry Forms.** Entry forms (and requests for participation without purchase) are the property of the Administrator and will in no case be returned to participants.
- xv) **Communication with participants.** No communication or correspondence will be exchanged with participants in this Contest except with those selected for a Prize.
- xvi) **Decisions of the Administrator.** Any decision of the Administrator, Prize Sponsor or their representatives regarding this Contest is final and cannot be appealed.
- xvii) **Identification of the participant.** For the purposes of the Contest rules herein, the participant is the person whose name appears on the Entry Form (or elsewhere, such as on a request for participation without purchase). It is to this person to whom the Prize will be awarded if he or she is selected and declared the winner.
- xviii) **Unenforceable paragraph.** If any section of the Contest rules herein is declared illegal, unenforceable or invalid by a competent court that section shall be considered invalid, but all other paragraphs not affected will be enforced to the extent permitted by law.
- xix) **Jurisdiction.** This Contest is subject to all applicable local, provincial and federal laws and regulations.