ROYALE[®] "2021 Bianca Signed Tennis Racket Contest" OFFICIAL CONTEST RULES AND REGULATIONS ("Contest Rules")

- 1. Contest: ROYALE® 2021 Bianca Signed Tennis Racket Contest.
- 2. Sponsor: Irving Consumer Products Limited.
- 3. Contest Period: Contest Period begins at 12:00:00 AM Eastern Time (ET) on July 5, 2021 ("Contest Start Date") and closes at 11:59:59 P.M. ET on November 2, 2021 ("Contest Close Date"). The sole determinant of time for the purposes of this Contest, including receipt of a valid entry, will be the Contest computer servers ("Contest computers"). Proof of transmission (screenshots or captures, etc.) or attempted transmission does not constitute proof of delivery or receipt by the Contest computers or Sponsor.
- 4. Eligibility: You must be (a) a legal resident of Canada and be located in Canada throughout the Contest Period and thereafter for winner confirmation; (b) have reached the age of majority in your province or territory of residence at the time of entry; and (c) be a member of Sponsor's ROYALE® online community ("Program").

You must have a valid e-mail account and access to the Internet to enter and you must provide Sponsor with a valid Canadian mailing address to where the Prize can be shipped upon awarding.

You are not eligible to enter if you are an employee, officer, director, agent or representative of Sponsor, its affiliated and related companies (including, without limitation, its parent, sister and subsidiary companies), the independent contest organization, advertising and promotional agencies or any other party in any way involved in the development or administration of this Contest, including suppliers of materials or services related to the Contest, or a member of the immediate family or household of any such employee, officer, director, agent or representative. In these Contest Rules, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. Groups, clubs, organizations, businesses and commercial and non-commercial entities cannot participate.

- 5. How to Enter: No purchase necessary. To enter the Contest, you must join the Program by following the two-step process detailed below during the Contest Period. You must complete both steps to earn an entry to the Contest. Joining the Program is free. Existing members will <u>not</u> be automatically entered in the Contest. If you are already a member of the Program, to participate into the Contest, you must follow the same process and confirm your eligibility and acceptance of these Contest Rules. Entry is limited to one (1) Entry per person and per email address. You may only use one (1) email address to participate in the Contest.
 - a) STEP 1: Complete the registration form for the ROYALE® Home for Every Pet Project found at <u>https://royalehomeforeverypetproject.ca</u> (no purchase necessary for registration). When registering, enter the email address you want to use to join the Program, and check the applicable boxes before submitting the form.
 - **b) STEP 2:** You will receive a ROYALE® Home for Every Pet Project registration confirmation email. Click on the appropriate button/link in the registration confirmation email to confirm your email address and complete your registration and earn a Contest entry.
- 6. Limit on Entries: There is a limit of one (1) Entry per person/email address. You may only use one (1) email address to sign up for the Program.

Prize: There is a total of one (1) Grand Prize (the "**Prize**") available to be won, consisting of a framed tennis racket autographed by Bianca Andreescu. Approximate retail value is \$3,000. The Prize must be accepted as awarded without representation, warranty or guarantee of any kind, and cannot be replaced if lost or stolen. No substitution, conversion to cash, or transfer of a prize is permitted except that Sponsor may substitute a prize or a component of a prize with an item of equal or greater value (based on the approximate retail value of the prize as stated in these Contest Rules), if the Prize or a component of the Prize cannot be awarded as described for any reason. Prize winner is solely responsible for all costs not expressly described as included herein. By accepting the Prize, the confirmed winner agrees to waive all recourse against the Releasees if the Prize or a component thereof does not prove satisfactory, either in whole or in part. Liability for any applicable taxes imposed by any federal, provincial/state and/or local government, on the Prize won, is the sole responsibility of winner. In no event will more prizes be awarded than as provided in these Contest Rules.

Prize will be sent by mail or courier within thirty (30) days of winner confirmation. Shipped prize shall not be insured and Sponsor shall not assume any liability for lost, damaged or misdirected prize. Prizes must be sent to a mailing address. P.O. Box addresses will not be accepted. If the prize is returned as undeliverable for any reason whatsoever, the winner will forfeit his/her prize and the prize will not be re-awarded nor re-delivered at a later date.

None of the Releasees (as defined below) make 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 Releasees should the Prize or any portion thereof fails to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winner agrees to waive all recourse against the Releasees if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

- **7. Random Draw and Odds:** On or about November 10, 2021 at 12:00:00 PM ET in Whitby, Ontario, a random draw will be conducted from all Entries received during the Contest Period. The odds of winning the prize depend on the number of eligible Entries received during the Contest Period.
- 8. Winner Confirmation: The selected entrant will be notified by email within five (5) business days of the draw. Sponsor will not be responsible for failed attempts to contact a selected entrant including but not limited to if the e-mail is returned as undeliverable or the selected entrant cannot be reached by e-mail within five (5) business days of the date the e-mail notification was sent. No correspondence will be entered into except with selected entrant. To be confirmed a winner, the selected entrant must (i) follow the instructions contained within the e-mail notification within five (5) business days of the date it was sent; (ii) correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skill-testing question to be administered online; (iii) if required by Sponsor, provide proof of identity; and (iv) be in full compliance with these Contest Rules. The selected entrant will be required to read, acknowledge and submit (within five (5) business days of the original e-mail notification) Sponsor's Declaration of Compliance with the Contest Rules / Release of Liability and Consent to Publicity Form ("Prize Form"), which includes, without limitation the selected entrant's consent to the use of his/her name, address (city and province/territory), photograph, image and/or likeness, statements regarding the Contest or the prize and/or voice, without further notice or remuneration, in connection with any publicity carried out by or on behalf of Sponsor with respect to the Contest including social media platforms.

If the selected entrant cannot be confirmed as a winner above, fails to submit required documentation, and/or the Prize is returned as undeliverable, Sponsor will disqualify that entrant and an alternate winner will be selected by random draw. The Prize will only be awarded upon verification by Sponsor that the winner has fulfilled all requirements pursuant to these Contest Rules. In the event that a prize can't be awarded, neither the selected entrant, nor any other person, shall have any claim against Sponsor arising out of or connected to the disqualification or any other matter related to the Contest.

Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate entrant.

9. Disqualified Entries and Entrants: In the following circumstances, an Entry will be judged void and disqualified: entries that are late, lost, stolen, illegible, damaged, misdirected, mutilated, garbled or incomplete (including but not limited to full name, address or any other information requested), altered or otherwise irregular; entries submitted with an invalid e-mail; entries where the associated full name does not accord with the name of the authorized account holder, defined below, of the e-mail address submitted at the time of entry. Entries must be submitted by the individual and not by any other person on behalf of an entrant.

In the following circumstances, entrants will be disqualified and all of their entries will be judged void and disqualified: entries generated by script, macro, robotic, programmed, or other automated means; entries and/or entrants that do not comply with or satisfy any or all of the conditions set out in these Contest Rules including failure to provide Sponsor with proof of identification; entries submitted by unauthorized, prohibited or illicit means; entries that contain false information; entrants who use more than one (1) e-mail address to submit entries and/or sign up for the Program; entrants who submit more than the stated number of entries permitted by the Contest Rules; entrants tampering or attempting to tamper with the entry process or the operation of the Contest or the Contest Website; entrants acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other entrant, the independent contest organization, advertising and promotional agencies; Sponsor or Sponsor's representative or agent; entrants attempting to undermine the legitimate operation of the Contest, for example, by cheating, hacking,

deception, or other unfair playing practices. If Sponsor or independent contest organization suspects any of these circumstances, the entrant will be contacted as soon as practicable. Any prize inadvertently awarded to a selected entrant who ought to have been disqualified by these Contest Rules may be reclaimed by Sponsor. All entries become the property of Sponsor upon receipt and none will be returned.

- **10.** Entrants' Agreement to Abide by Rules and Decisions: By entering the Contest, entrants acknowledge that they have read and understood the Contest Rules, and agreed to abide and be bound by them, and the decisions of the independent contest organization and/or Sponsor, including their decisions regarding the interpretation and application of these Contest Rules, made in their sole and absolute discretion, which shall be final and binding with respect to all aspects of the Contest and the awarding of the prize. No correspondence will be entered into except with selected entrants and prize winner.
- **11. Civil and Criminal Remedies Available to Sponsor:** CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE CONTESTS.
- 12. Release of Liability / Consent to Publicity: By entering, each entrant releases and holds harmless Sponsor, its affiliated and related companies (including, without limitation, its parent, sister and subsidiary companies), the independent contest organization, advertising and promotional agencies or other party in any way involved in the development or administration of this Contest, including suppliers of materials or services related to the Contest and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any liability of any nature or kind arising out of, or in connection with participation in the Contest or regarding the accepting, arranging, awarding or use of the prize or any portion thereof or this Contest, including as set out below in the Limitation of Liability section.
- 13. Limitation of Liability: The Releasees accept no responsibility for and each entrant releases and holds harmless the Releasees from and against any and all losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with the prize or any portion thereof or this Contest, Without limiting the generality of the foregoing, the Releasees will not be responsible for (i) the incorrect or inaccurate capture of entry information; (ii) entries or entrants disgualified for any of these reasons stated in these Contest Rules; (iii) any loss, damage, or claims caused by, or in any way related to an awarded prize or the Contest itself; (iv) any failure of the Contest Website during the Contest Period, howsoever caused, including, without limitation, any human or technical errors or malfunctions, lost, delayed or garbled data, transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines or networks, technical malfunctions or technical errors of any computer on-line systems, servers, access providers, computer equipment, software or any combination thereof, failure of any e-mail or entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including, without limitation, any injury or damage to an entrant's or any other person's computer related to or resulting from participating in or downloading any material connected to the Contest, all of which may affect a person's ability to participate in the Contest or be awarded a prize; (v) any errors, omissions, incorrect or inaccurate information in any Contest-related materials, including, without limitation, printing or advertising errors or the failure of or problems with any equipment or programming associated with or used in the Contest howsoever caused; or (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise.
- 14. Disputes Regarding the Identity of an Entrant: In the event of a dispute regarding the identity of an entrant, online entries will be deemed to have been submitted by the authorized account holder of the e-mail address submitted at the time of entry. "Authorized account holder" is defined as the person who is assigned an e-mail address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A selected entrant may be required to provide proof that he/she is the authorized account holder of the e-mail address associated with the entry to be confirmed a winner.
- **15. General:** The Contest is void where prohibited by law and is subject to all applicable federal, provincial/territorial and municipal laws.

- **16. Rules Govern:** The Contest will be run in accordance with the English Contest Rules at https://royalehomeforeverypetproject.ca/rules, which shall prevail, govern and control in the event of any inconsistency with any Contest-related materials including but not limited to French Rules.
- **17. Changes to Contest, Rule, etc.:** Sponsor reserves the right, with the consent of the Régie des alcools, des courses et des jeux (the "**Régie**") for Québec, to terminate, modify, or suspend the Contest or to amend the Contest Rules at any time, without prior individual notice, and for any reason. Without limiting the foregoing, if, for any reason, such as tampering, viruses, bugs or non-authorized human intervention, the Contest does not or cannot run as originally planned, Sponsor reserves the right, with the consent of the Régie for Québec, to cancel the Contest and conduct a random draw from all previously received eligible entries.
- **18. For Québec Residents:** Any litigation respecting the conduct or organization of this Contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- **19. Intellectual Property:** All intellectual property, including but not limited to trademarks, trade names, designs, Contest materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned by either Sponsor and/or their respective affiliates or authorized licensors. All rights are reserved. Unauthorized copying or use of any copyrighted materials or intellectual property without the express written consent of its owner is strictly prohibited.
- **20. Privacy:** Sponsor respects your right to privacy. By entering the Contest and providing your personal information upon entry, you consent and agree to Sponsor's collection and use of the entry information to administer this Contest. If you provided consent upon joining the Program, you are also consenting to Sponsor's use of your entry information to contact you about upcoming contests and/or events. Your entry information will be handled according to the privacy policy at www.royale.ca. Your consent to Sponsor's use of the entry information may be revoked at any time (without revoking your participation in the Contest or impairing your chances of winning). For more information regarding the manner of collection, use and disclosure of personal information by Sponsor, please visit https://royale.ca/privacy-policy.