

## OFFICIAL RULES

### FARM BOY #OWNTHEGRILL CONTEST

#### ELIGIBILITY

1. The Farm Boy #OwnTheGrill contest (the “**Contest**”) is conducted by Farm Boy 2012 Inc. (the “**Sponsor**”) and is open to all legal residents of Ontario throughout the Contest Period and who have reached the age of majority. Entry in this contest constitutes acceptance of these Contest rules. This Contest is void in whole or part where prohibited by law.

2. Entrants are not eligible to participate in the Contest if they are:

a) employees, agents or representatives of the Sponsor, or its agents, affiliates, subsidiaries, related companies, sponsors, advertising or promotional agencies, or assignees; or

b) a member of the household and/or immediate family of any of the above parties; or

c) any person who has won a prize in a contest conducted by the Sponsor in the 12-month period prior to the start of the Contest Period.

For the purpose of the Contest Rules, “immediate family” means husband, wife, spouse, mother, father, brother, sister, son and/or daughter, whether or not they reside in the same household.

3. The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof within a reasonable period of time may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of this Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right to disqualify any entry or entrant in its sole discretion, should any entry or entrant at any stage contain and/or supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

#### HOW TO ENTER

4. The Contest begins on Wednesday, May 16, 2018 at 8 am and ends on Sunday, June 17, 2018 at 11:59 pm (the “**Contest Period**”), after which time the Contest will be closed and no further entries will be accepted. All times listed in the Contest Rules refer to Eastern Standard Time.

5. **NO PURCHASE NECESSARY TO ENTER.** To participate in the Contest, you must be a registered user of Facebook, Twitter or Instagram. If you are not a registered user of these social media platforms, simply go to [www.facebook.com](http://www.facebook.com), [www.twitter.com](http://www.twitter.com) and [www.instagram.com](http://www.instagram.com) to register at no cost. Eligible entrants may enter the Contest by posting a picture of summer BBQ creation on the official Farm Boy Facebook page or on Twitter or Instagram using the hashtag #OwnTheGrill.

6. Entries are limited to one (1) entry per person on one social media channel during the Contest period. In the case of multiple entries, only the first entry will be considered. All entries become the sole property of the Sponsor and none will be returned for any reason. All entries must be received during the Contest Period. Entries will be declared invalid if they are lost, late, illegible, misdirected, incomplete, damaged, destroyed, delayed, altered, fraudulent, irregular, mutilated, forged, falsified, altered, garbled, mechanically or electronically reproduced, or tampered with in any way and no responsibility is assumed by the Sponsor for any such entries. Entries received online shall be deemed to be submitted by the authorized account holder associated with the Entry. For the purpose of the Contest Rules, “authorized account holder” means the natural person who is assigned to the Facebook, Twitter or Instagram account. Potential winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the Facebook account associated with the winning Entry.

7. In addition to the above, your entry must meet the following criteria and specifications:

a) your entry must be submitted as a picture posted on the Sponsor’s Facebook, or on Twitter or Instagram using the hashtag #OwnTheGrill

b) your entry must be your own original work that has not been submitted to any other third party, including any other contest;

c) your entry must be a jpeg format;

d) your entry must be non-confidential;

e) your Entry must have been legally created;

f) if the entry photograph includes other individuals or was taken by an individual other than you, then they (or their parent or legal guardian, if they are under 18 years of age), must provide permission to you to submit the entry in the Contest. The Sponsor reserves the right to require proof of such permissions in a form acceptable to the Sponsor. Failure to provide such proof may result in disqualification; and

g) your entry may not contain, as determined by the Sponsor, in its sole discretion, any content that: (i) promotes a competitor of the Sponsor or its products or services or otherwise contains any commercial solicitation or advertising; (ii) promotes the Sponsor’s products or services in an off-label manner or makes any mention of any adverse event

related to the Sponsor's products or services; (iii) makes any claim about a product or service, the Sponsor's or otherwise, that cannot be substantiated or is false, misleading, deceptive or exaggerated; (iv) is sexually explicit, obscene or suggestive; violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; or contains nudity, offensive language, off colour material or similarly unacceptable language or material; (v) is harassing, threatening, derogatory, demeaning, abusive or hateful; (vi) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); (vii) promotes any activities or behaviour that are unsafe or dangerous or that may result in harm to anyone viewing the entry; (viii) promotes any particular political/religious/social agenda or message other than the Contest theme as set forth in section 5 of these Contest rules; (ix) promotes illegal or inappropriate activities; (x) condones or incites violence, bullying or unlawful behaviour; (xi) comprises libel, slander or defamation of character of any person; (xii) is an illegal statement, material or content; (xiii) comprises political content or propaganda; (xiv) appears to duplicate any other submitted entries; (xv) defames, misrepresents or contains disparaging remarks about other people or companies or the Sponsor, its products or services; (xvi) contains trademarks or logos (which includes clothing and accessories), or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission to the extent permission is necessary; (xvii) contains any reference to personal information about others, including name or information that may be used to identify or locate another individual or that could otherwise be deemed to constitute invasion of another's privacy; (xviii) contains copyrighted materials owned by others, without permission to the extent permission is necessary; (xix) contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission to the extent permission is necessary; (xx) communicates messages or images inconsistent with the positive images and/or good will with which the Sponsor wishes to associate; (xxi) violates the Sponsor's values; (xxii) discloses trade secrets, confidential, non-public, propriety or privileged information of the Sponsor or of any other party; (xxiii) has crude, vulgar or offensive pictures, depictions, images or language; (xxiv) depicts gang signs and/or symbols; (xxv) discloses website or web page links; (xxvi) depicts trespass or violation of other people's rights or property; (xxvii) makes financial disclosures about the Sponsor or its affiliates and predictions of future financial performance or performance of any publicly traded stock; (xxviii) does or attempts to impersonate the Sponsor's client, staff, or any community member; (xxix) violates any law; and/or (xxx) is deemed inappropriate by the Sponsor.

Entries that do not meet the Entry criteria set forth above, contain prohibited content, and/or are otherwise deemed by the Sponsor, in its sole discretion, to be inappropriate or obscene or not in keeping with the Sponsor's image will be disqualified and will not appear on or will be deleted from the Sponsor Facebook page.

8. By participating in this Contest, you represents and warrants that: (i) your entry meets the criteria and specifications set out in these Contest rules, including those in Section 7; (ii) your entry is original and all right, title, and interest (including copyright) in and to it is owned and/or controlled by you to the full extent necessary to enable the Sponsor to use the entry as contemplated by these Contest rules; and (iii) your entry does not infringe upon the intellectual property, privacy or other statutory or common law rights of any third party. You hereby indemnify the Sponsor from any claims or damages it incurs as a result of these representations and warranties not being true.

#### **PRIZE**

9. There will be one (1) grand prize (the "Prize") awarded to the Contest winner consisting of a Napoleon Prestige 500 Barbeque model P500RSIB (Propane or Natural Gas depending on the winner's choice), an Accu-Probe™ Bluetooth Thermometer, \$100 Farm Boy Gift Card and \$50 Farm Boy Gift Basket (total retail value of approximately \$1,800; and two (2) runner-up prizes consisting of a \$25 Farm Boy gift card (all values in Canadian dollars).

10. The Prize must be accepted as awarded and cannot be transferred, assigned, sold, substituted or redeemed for cash, except that the Sponsor, in its sole discretion, reserves the right to substitute a prize of equal or greater value for any reason. In the event that the Prize consists of or includes attendance at an event that is cancelled, delayed or rescheduled for any reason whatsoever, a substitute prize or cash equivalent will not be provided. Only one prize per person, per family, per household or per address will be awarded. The Sponsor will not assume any liability for a lost, damaged or misdirected Prize. Winner and winner's guests are responsible for transportation, parking, accommodation, food and beverage and all taxes, gratuities and all other incidental costs in connection with accepting, receiving, redeeming or otherwise pertaining to the Prize.

11. The Winner may claim his/her Prize at their nearest Farm Boy store after he/she has been successfully contacted and notified of his/her Prize, has complied with the Contest Rules and has signed and returned the Contest Release (described below).

#### **ELIGIBLE WINNER SELECTION PROCESS**

12. Each eligible entry will be judged on the basis of: i) presentation, ii) creativity, iii) appropriateness and iv) quality. The selected eligible entrant will be notified by phone or email on or before Wednesday, June 20, 2018 at 11am. Subject to any delays as a result of ineligible entries, a contestant's inability to answer a skill testing question or return the Release (described below), the winner will be announced within 7 days after the draw on the Sponsor's Facebook, Twitter and Instagram pages provided the winner complies with these Contest Rules. The Sponsor is not responsible for a selected eligible entrant's failure to receive notification for any reason whatsoever. Only the winner will be notified and the Sponsor will not communicate to individuals the fact that they have not won this Contest. Upon written request to Farm Boy delivered to Farm Boy 2012 Inc., 1427 Ogilvie Road, 2<sup>nd</sup> Floor, Ottawa, Ontario K1J 8M7 Attention: Community Engagement and Events Manager, the winner of the prize will be disclosed.

13. The odds of being selected as the potential winner are dependent upon the number and the calibre of eligible entries received by the Sponsor at the time of the draw.

14. To be declared a winner and claim the corresponding prize, the selected entrant for the prize must: (i) Be reached by phone or e-mail and/or respond to any phone call, voicemail or e-mail within two (2) business days of receipt (for this purpose voicemail and e-mail are deemed received on the date left or delivered); (ii) have complied with the official Contest rules; (iii) sign and return the release, described in below in these Contest Rules within five business days of receipt; and correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question in accordance with the requirements set out below. Upon satisfaction of the above conditions, the prize or a letter explaining how, when and where to redeem the prize will be mailed or emailed by the Sponsor to the winner within 7 days of being selected, at the address indicated on the winner's entry form. If the selected entrant cannot be contacted by e-mail or telephone, fails to return the Release within the specified time, or otherwise does not satisfy any of the above conditions; then he/she will forfeit his/her prize and an alternate winner will be selected.

#### **RELEASE AND SKILL TESTING QUESTION**

15. The prize winner will be required to execute a written release ("**Release**") that confirms his or her: (i) eligibility for this Contest and compliance with these Contest rules; (ii) acceptance of the Prize as offered; (iii) release of the Sponsor and its parent companies, subsidiaries, affiliates, and/or their respective related companies and each of their respective employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability from any loss, harm, damages, cost or expenses arising out of participation in this Contest, participation in any Contest-related activity, anything purchased with any gift card prize won in this Contest, or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) granting to the Sponsor of the unrestricted right, in the Sponsor's sole discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, the winner's name, the entry described in section 5 of these Contest rules, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within five business days of the date indicated on the accompanying email letter of notification or the verification as the winner, or he or she will be disqualified and the Prize forfeited.

16. In order to be eligible to win the Prize, the selected eligible entrant shall be required to correctly answer a time-limited, mathematical skill-testing question, without assistance of any kind, whether mechanical, electronic or otherwise. The selected eligible entrant may be required to swear an affidavit indicating compliance with this section. The skill-testing question will be administered by telephone and must be completed within five business days of the selected entrant's receipt of a phone call, voicemail or e-mail (for this purpose voicemail and e-mail are deemed received on the date left or delivered). The Sponsor may, in its sole discretion, provide an alternate skill-testing question or vary the requirements to perform any skill-testing component of the Contest to accommodate and include the participation of entrants with physical or cognitive disabilities.

#### **CONDITIONS OF PARTICIPATION**

17. By participating in this Contest, entrant agrees:

a) to be bound by the Contest Rules;

b) to be bound by the decisions of the Sponsor, which shall be final and binding in all respects;

c) to release and hold the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to him or her or any other person, including personal injury, death, or property damage, resulting in whole or part, directly or indirectly, from such contestant's acceptance, possession, use or misuse of any Prize, participation in the Contest, breach of any of these Contest rules, or from any Prize-related activity undertaken by such contestant. Each contestant shall fully indemnify the Releasees from any and all claims by third parties relating to the Contest.

d) to grant to the Sponsor and/or its agents of the unrestricted right, in the Sponsor's sole discretion, to produce, reproduce, publish, reproduce, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, the entrant's name, the entry described in section 5 of these Contest rules, photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.

#### **LIMITATION OF LIABILITY**

18. The Sponsor is not responsible or liable for late, lost, incomplete, illegible, misdirected, stolen, delayed, damaged or destroyed entries, notifications, replies or any Contest Release; for lost, interrupted, inaccessible or unavailable networks, servers, Internet Service Providers, websites or other connection, related to the Contest and/or the Contest Website; for errors of any kind, including but not limited to human, electronic, mechanical and/or technical in nature; for failure or technical malfunction of any telephone network or lines, computer and online systems, servers, computer equipment, software, e-mail, players, or browsers on account of technical problems or traffic congestion on the

Internet, the Contest Website, any related website, or any combination thereof or otherwise; for any injury or damage to entrant, entrant's computer, or any other person's computer related to or resulting from participating in or downloading material in connection with the Contest; for incorrect or inaccurate information; and/or for weather conditions, event cancellations, delay or rescheduling or other factors beyond the Sponsor's control.

#### **DISQUALIFICATION**

19. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant who is found to be tampering with the entry process or with the operation and administration of the Contest; acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person or to disrupt or undermine the legitimate operation of the Contest; or in violation of the Contest Rules. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE SPONSOR'S WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. IF SUCH AN ATTEMPT IS MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, BUT NOT LIMITED TO CRIMINAL PROSECUTION.

#### **USE OF PERSONAL INFORMATION**

20. By submitting an entry to this Contest each entrant confirms that (i) he or she grants to the Sponsor the right to use his or her name, telephone number, province and city of residence, age, gender, language, email address, photograph and the entry described in these Contest rules ("**Personal information**") for the purpose of administering this Contest, including but not limited to contacting and announcing the winner (and the prize won) and contacting him or her to confirm any of the information, consents, and grants that he or she has provided; (ii) grants to the Sponsor the right to use his or her contact information to contact him or her regarding any issues, notifications, or corrections arising from or in connection with the Contest, including without limitation relating to any prize awarded, (iii) grants to the Sponsor the right to use his or her Personal information for publicity and promotional purposes including but not limited to those relating to the Contest, in any and all media now known or hereafter devised, developed using the rights granted in connection with the Contest without further compensation unless prohibited by law, (iv) acknowledges that the Sponsor may disclose his or her Personal information to third-party agents and service providers of the Sponsor (including those outside of Canada) in connection with any of the activities listed in (i) (ii) and (iii) above. The Sponsor may retain and use this information for future marketing of its products and promotions to each contestant and may share it with companies with whom it has marketing and other promotional arrangements for the purpose of providing each contestant with information about their products.

The Sponsor will use the Personal information only for identified purposes. For further information concerning the treatment of personal information, see the privacy policy posted on the Sponsor's website at: [www.farmboy.ca/privacy-policy/](http://www.farmboy.ca/privacy-policy/)

#### **INTELLECTUAL PROPERTY**

21. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned or used under licence by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

#### **GOVERNING LAW**

22. The Contest is subject to applicable federal, provincial and municipal laws and regulations and is void where prohibited by law. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions 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.

23. The Sponsor reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, or modify, amend or suspend the Contest and/or the Contest Rules in any way at any time for any reason without prior notice or compensation.

#### **DISCREPANCIES**

24. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials or advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

#### **CHANGES**

25. If, for any reason, any portion of this Contest is not capable of running as planned or if the administration, security, fairness, integrity, or proper conduct of this Contest is corrupted or adversely affected, including without limitation by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes beyond its control or for any other reason whatsoever, then the Sponsor, in its sole and absolute discretion, may cancel, terminate, modify (including extending or shortening the Contest Period) or suspend the Contest without individual notice. Any such notice will only be posted at the Sponsor's Facebook, Twitter and Instagram pages.

## **OFFICIAL RULES**

26. These Contest Rules will be available at <https://bit.ly/2rSjA6j> and the Farm Boy – Home Office, 1427 Ogilvie Road, Suite 105, Ottawa, Ontario K1J 8M7.

## **FACEBOOK, TWITTER, INSTAGRAM**

27. This Contest is in no way sponsored, endorsed or administered by or associated with Facebook, Twitter and Instagram. You are providing information to the Sponsor and not to Facebook, Twitter and Instagram. By entering this Contest, you forever discharge Facebook, Twitter and Instagram of and from all manner of actions, causes of action, suits, debts, dues, accounts, bonds, covenants, contracts, claims or demands whatsoever which you ever had, now have or which you hereafter can, will or may have against Facebook, Twitter and Instagram for or by reason of any cause, matter or thing relating to this Contest, howsoever arising. Any questions, comments or complaints regarding this Contest must be directed to the Sponsor and not Facebook, Twitter and Instagram. Without limiting the generality of the foregoing, you shall also forever discharge and hold Facebook, Twitter and Instagram and their parent corporations, affiliates, officers, directors, employees, and agents, harmless from any damages resulting from any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage (iii) any unauthorized access to or use of our secure servers (iv) any interruption or cessation of transmission to or from Facebook, Twitter and Instagram; (v) any bugs, viruses, trojan horses, or similar issues if transmitted to or through Facebook, Twitter and Instagram by any third party, and/or (vi) any errors or omissions in any content or for any loss or damage of any kind incurred. This limitation of liability applies to the fullest extent permitted by law in the applicable jurisdiction.

