Dundas Jafine Inc.'s "I Cleaned my Dryer Duct Challenge" Contest - Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. OPEN TO LEGAL RESIDENTS OF CANADA (EXCLUDING THE PROVINCE OF QUEBEC) AND THE UNITED STATES (EXCLUDING PUERTO RICO THE U.S. VIRGIN ISLANDS, AND OTHER COMMONWEALTHS, TERRITORIES AND POSSESSIONS), 18 YEARS OR OLDER.

1. By entering this CONTEST (the "Contest") and accepting the terms herein, you agree to be bound by the following rules ("Official Rules"), which constitute a binding agreement between you, on one hand, and Dundas Jafine Inc., on the other. Dundas Jafine Inc. and any website companies hosting and promoting the Contest, their respective parent companies, affiliates, subsidiaries, advertising and promotion agencies, and all of their agents, officers, directors, shareholders, employees, and agents are referred to as the Contest Entities. These Official Rules apply only to the Contest and not to any other sweepstakes or contest sponsored by Dundas Jafine Inc.

2. ELIGIBILITY: This Contest is open only to legal of Canada (excluding the province of Quebec) and the residents of the United States (excluding Puerto Rico, the U.S. Virgin Islands, and other commonwealths, territories and possessions) 18 YEARS OR OLDER as of Date referenced below as the start date for the Contest ("Entrants"). If you are under the legal age of majority in your state or province of residence (a "Minor"), one of your parents or legal guardians must submit a signed, written statement that they have read, understood and agree to these Contest rules with your entry, and that such agreement constitutes acceptance of these Contest rules on behalf of you and themselves. Employees, and their immediate families (spouses, parents, children, siblings, and their respective spouses), including household members of Contest Entities are not eligible to enter. VOID IN PUERTO RICO, OUTSIDE OF CANADA, OUTSIDE OF THE UNITED STATES, AND WHERE PROHIBITED BY LAW. By entering this Contest, each entrant agrees to release and hold harmless Contest Entities from any injury, loss, death, damage, action, claim, demand or other liability that may occur from entrant's participation in this Contest or from the acceptance, use or misuse of any prize awarded, or attendance at any event. Dundas Jafine Inc. reserves the right to verify eligibility qualifications of any winner. Canadian and U.S. laws governs this Contest.

3. CONTEST PERIOD: The Contest begins at 9:00:00 a.m. Eastern Time ("ET") on October 1, 2018 and ends at 11:59:59 p.m. ET on October 31, 2018 (the "Contest Entry Period"). Potential Winner (defined below) will be selected from Entries properly submitted to the Contest.

4. CONTEST ENTRY INSTRUCTIONS: NO PURCHASE NECESSARY. Internet access and valid Facebook account required. Online entry through Dunas Jafine Facebook Page (as defined below) only; no other means of submission will be accepted.

There is one (1) method of entry for this Contest: To enter during the Contest Entry Period, go to <u>www.facebook.com/DundasJafineInc</u> and (1) post a picture of the lint collected from your dryer duct after cleaning it for a chance to win one of five \$50.00 CAD Visa Prepaid Gift Card. Contest Entrants must tag their uploaded post using the following three hashtags: #FirePreventionWeek #PreventDryerFires #CleanDryerDuctChallenge

By submitting your Entry, you are indicating that you have read, understood and accepted these Official Rules.

Entries must be received within the Contest Entry Period to be eligible for the Contest. Entry must be submitted by the entrant him or herself. LIMIT: one (1) Entry per person during the Contest Entry Period. Multiple Entries received from any one (1) entrant beyond this limit will void all such additional Entries. Any Entrant found to be using multiple accounts to enter will be disqualified. Entries generated by a script, macro, or other automated means will be disqualified.

In case of a dispute over the identity of an entrant, the authorized Facebook account holder associated with the entry used to enter will be deemed to be the entrant. "Authorized account holder" is defined as the person who is assigned the Facebook account by their personal email address. The Potential Winner may be required to show proof of being the authorized account holder.

5. PUBLICITY: By entering this Contest and submitting an Entry, you acknowledge and agree that your Entry will be posted online for public viewing. You hereby irrevocably, perpetually, and without limitation, grant the Sponsor the unlimited right and permission to use, post, display, publish, broadcast, adapt, edit and/or modify such Entry (with or without your name in connection with your Entry), on the internet, in connection with this Contest and waive all your rights, including moral rights, in and to the Entry, without notice or compensation.

If you are selected as the Potential Winner, you agree to grant all right, title and interest in and to your Entry to Sponsor for use in any and all manner or media (whether now known or hereafter devised) anywhere in the world, in perpetuity, for any purpose, including without limitation, for purposes of advertising Sponsor or Sponsor's product or services and you agree to sign a release to this effect.

6. SELECTION OF CONTEST WINNERS: One (1) entrant will be selected by a random draw from all eligible Entries received during the Contest Entry Period ("Potential Winner") on the following dates in Toronto, ON: Friday October 5, 2018 at 8:00 PM EST, Friday October 12, 2019 at 8:00 PM EST, Friday October 19, 2018 at 8:00 PM EST, Friday October 26, 2018 at 8:00 PM EST and Friday November 2, 2018 at 8:00 PM EST ("Contest Draw Dates"). The odds of being selected as a Potential Winner are dependent upon the total number of eligible Entries received by the Sponsor during the Contest Entry Period.

7. PRIZE CLAIM CONDITIONS AND NOTIFICATION: Before being declared a winner, the Potential Winner shall be required to: (1) correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call; (2) confirm compliance with the Official Rules; and (3) sign and return the Release (described below). 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.

The Potential Winner will be notified by Facebook Messenger within three (3) business days after each Contest Draw Date 6:00 p.m. ET. Please check your messages. By entering the Contest, you consent to Sponsor contacting you in this manner should you be selected to win a prize. The notification will contain instructions about responding, and the Potential Winner must respond by Facebook Messenger within three (3) business days. At the sole discretion of the Sponsor, disqualification, forfeiture of the prize, and the selection of an alternate winner (who will be subject to disqualification in the same manner) may result from a Potential Winner's failure to: (1) respond to notification within the timeframe noted above; (2) provide Sponsor with satisfactory proof of eligibility; (3) correctly answer the time-limited mathematical skill-testing question within the timeframe provided; (4) return the fully executed Release within the timeframe required; or (5) comply with the Official Rules. The Sponsor is not responsible for the failure for any reason whatsoever of a Potential Winner to receive notification or for the Sponsor to receive a Potential Winner's response.

8. PRIZES: Subject to the conditions herein, five (5) Prize winners will receive a \$50.00 CAD Visa Prepaid Gift Card. The Prizes may not be redeemed or exchanged for cash.

The prizes awarded will not be replaced if lost or stolen. Prizes are not redeemable for cash or transferable. No substitution will be allowed except, at Sponsor's sole discretion, a prize of equal or greater monetary value may be substituted. The Prizes will be awarded, provided they are validly claimed by November 24, 2018, after which no alternate winners will be selected, nor unclaimed prizes awarded. Sponsor makes no representations or warranties

with respect to any prize. Any other costs or expenses related to accepting and/or using the prizes not listed in these Official Rules are the sole responsibility of the winner.

9. RELEASE. By entering, each entrant agrees to defend, indemnify, release and hold harmless Contest Entities and Facebook from and against any and all losses, demands, damages (including without limitation direct, indirect, incidental, consequential or punitive damages), rights, claims, injuries, actions and liabilities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)) of any kind arising out of or related to (i) entrant's participation in the Contest, including access to and use of the Website, (ii) any claims based on personality or privacy rights, defamation or prize delivery, (iii) entrant's acceptance, possession, use or misuse of any prize; or (iv) entrant's participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). The Potential Winner will be required to execute a declaration and release ("Release") that confirms: (a) eligibility for the Contest and compliance with these Contest Rules; (b) acceptance of the prize as offered; and (c) release of the Contest Entities from any and all liability in connection with the Contest or the acceptance, possession, use or misuse of any prize. The executed Release must be returned within five (5) business days of the date indicated on the Release or the Potential Winner will be disqualified and the prize forfeited.

10. LIMITATION OF LIABILTY. Without limiting the foregoing, the Contest Entities and any of Sponsor's other agencies, suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by Website users, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, Entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judging organization or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein. In any cause of action, the Contest Entities' liability will be limited to two hundred fifty dollars (CDN 250.00), and in no event shall the Contest Entities be liable for attorneys' fees and/or experts' fees and costs. By participating in the Contest, each entrant waives the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, therefore such exclusions may not apply to you. **CONTEST ENTITIES** MAKE NO WARRANTIES, AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY PRIZE FURNISHED IN CONNECTION WITH THIS CONTEST.

11. PERSONAL INFORMATION: Sponsor and its authorized agents will collect, use, and disclose the personal information you provide when you enter the Contest for the purposes of administering the Contest and prize fulfillment. By entering this Contest, you consent to such collection, use, and disclosure of your personal information. You may also be offered the opportunity to receive additional communications from Sponsor about its products, and upcoming contests and promotions. The personal information will be hosted on servers in the United States, and the personal information you provide may therefore also be subject to the laws of the United States.

Prize Winner by accepting a prize, grants to the Sponsor an irrevocable, perpetual, unlimited, worldwide, royaltyfree license and right to publicize, broadcast, display and/or otherwise use the Prize Winner's name, picture, city, province of residence, statements, voice and likeness, biographical material, and the information contained in the Entry, in any media or format now known or hereafter devised, including but not limited to the World Wide Web, throughout the world in perpetuity for advertising and publicity purposes that Sponsor may conduct relating to the Contest, without additional review, compensation, permission or approval.

The personal information collected through this Contest is subject to Facebook's Privacy Policy, located at <u>https://www.facebook.com/privacy/explanation</u>. By entering this Contest, you agree to the use of your personal information as described in the above Privacy Policy.

12. OFFICIAL RULES/WINNERS' LIST REQUESTS: To obtain a copy of these Official Rules go to <u>http://dundasjafine.com/i-cleaned-my-dryer-duct-challenge-official-rules/</u>, or send a self-addressed stamped envelope to: Dundas Jafine Inc.'s "I Cleaned my Dryer Duct Challenge" Contest Official Rules Request, 80 West Drive, Brampton, Ontario L6T 3T6, Canada

13. INTELLECTUAL PROPERTY. All Dundas Jafine Inc. intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their 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.

14. LANGUAGE DISCREPANCY. In the event of any discrepancy or inconsistency between the terms and conditions of the Official Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to point of sale, television, print or online advertising, the terms and conditions of the Official Rules shall prevail, govern and control.

15. GENERAL RULES AND RIGHT TO TERMINATE/MODIFY: By entering or participating in the Contest, participants agree to be bound by these Official Rules, the terms and conditions of the Website, and by the decisions of Sponsor, which are final and binding in all respects. Winning a prize is contingent on fulfilling all the requirements set forth herein. All Entries become the property of Sponsor and none will be returned or acknowledged. Mass Entries, automated Entries, Entries submitted by third parties, and any Entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All Entries and prize claims are subject to verification. Proof of Entry submission does not constitute proof of receipt. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner will be required to promptly return to Sponsor his/her prize, or the cash value thereof. Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (i) tampering or attempting to tamper with the entry process or the operation of the Contest or any website operated by the Contest Entities; (ii) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (iii) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. ANY ATTEMPT TO DELIBERATELY DAMAGE THE CORPORATE FACEBOOK PAGE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE. THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these rules shall not constitute a waiver of that provision. Any disputes that may arise hereunder shall be governed in all respects by the laws of the Province of Ontario without regard to the conflicts of laws principles of any jurisdiction. If, for any reason, the Contest is not capable of running as planned for reasons

outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest or these Official Rules (or portion thereof), at any time and without notice or obligation. In the event of such cancellation, termination, modification or suspension, Sponsor will select a winner from all eligible, non-suspect entries received prior to such action, who will be subject to disqualification in the same manner.

16. WINNERS' LIST: For a list of prize winners, available after November 24,2018 send an email requesting the information to <u>marketing@dundasjafine.com</u>. Include the words "CONTEST WINNER REQUEST" in the subject line.

17. SPONSOR: Dundas Jafine Inc., 80 West Drive, Brampton ON, L6T 3T6, Canada.

THIS CONTEST IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH, FACEBOOK. BY ENTERING, YOU ARE PROVIDING YOUR INFORMATION TO THE SPONSORAND NOT TO FACEBOOK. THE INFORMATION YOU PROVIDE WILL ONLY BE USED FOR PURPOSES OF ADMINISTERING THIS CONTEST. ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THIS CONTEST SHOULD BE DIRECTED TO THE SPONSOR AND NOT TO FACEBOOK.