

OFFICIAL CONTEST RULES

The Contest is intended for Canadian residents (excluding residents of the Province of Quebec) and is governed by Canadian law. Please do not enter the Contest if you are not a legal resident of Canada (excluding Quebec) located in Canada (excluding Quebec) at time of entry. In order to enter, participants must indicate that they have read, understood and accept these contest Official Rules. Please read these Official Rules carefully as they contain important terms and conditions relating to the Contest.

1. Defined Terms

- 1.1 **“Contest”** means the Win the Ultimate Backyard Giveaway.
- 1.2 **“Contest Closing Date”** means March 6th, 2022, 11:59PM MST.
- 1.3 **“Contest Period”** means the duration of time between the Contest Start Date and the Contest Closing Date
- 1.4 **“Contest Start Date”** means January 10th, 2022, 10:01 AM, MST.
- 1.5 **“Draw Date”** means March 14th, 2022, 8:30am MST
- 1.6 **“Entry Limit”** means 5 entry limit per Guest per purchase.
- 1.7 **“Jurisdiction”** means Alberta Canada
- 1.8 **“Official Rules”** means these contest rules.
- 1.9 **“Prize”** means two (2) prizes of a backyard package.
Each prize includes: Valencia Lounge Set (5PC), Hanging Basket Lounge Chair, Niakwa Hanging Lounge Chair, Offset Patio Umbrella10ft, Patio Heater Flame Vortex 41000 BTU, Outdoor Table Fountain 48x26x16IN, Pit Boss Mahogany 440 Deluxe Wood Pellet Grill. APPROXIMATE RETAIL VALUE \$5054.00 (before tax)
- 1.10 **“Releasees”** means the Sponsor, its affiliated and related companies, business partners, advertising and promotional agencies, Prize suppliers, and each of their respective directors, officers, employees, agents, representatives, successors and assigns and all others associated with the Contest.
- 1.11 **“Release Form”** means a declaration and publicity release form.
- 1.12 **“Selected Entrant”** means an entrant selected through a random draw by the Sponsor.
- 1.13 **“Sponsor”** means Westview Co-operative Association, 6207 46th Street Olds Alberta

2. Eligibility

- 2.1 To enter and be eligible to win the Prize, at the time of entry into the Contest, a person must be: (a) an individual legal resident of Canada (excluding the Province of Quebec), (b) located in Canada (excluding the Province of Quebec), and (c) of the age of majority in his/her province or territory of residence.
- 2.2 Employees, officers, and directors (including immediate family members and members of the same household of such persons, including common law spouses) of the Sponsor, its affiliated companies or agents, their respective advertising or promotional agencies are not eligible to enter the Contest.

- 2.3 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 may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

3. Contest Period

- 3.1 The Contest commences at Contest Start Date and ends at the Contest Closing Date, which encompasses the Contest Period. All entries must be received by the Contest Closing Date.
- 3.2 The Sponsor's computer system is used to govern all computer and time-related aspects of the Contest and is the official time-keeping device for the Contest.

4. How to Enter (No Purchase Necessary)

- 4.1 NO PURCHASE NECESSARY. A purchase will not increase your chance of winning. There are two (2) ways to enter the Contest, as follows:

The First way to enter is as follows:

Purchase Entry Method: To enter, an Eligible Entrant must go to one of the following Westview Co-op locations. The Olds Food Store located at 5330 46th Street, Olds AB, The Carstairs Food Store located at 400 10th Avenue Carstairs, AB, The Hanna Home Centre located at 408 5 Street E Hanna, AB, or The Drumheller Home and Agro Centre located at 555 Highway 10 E Drumheller, AB, (“Participating Store”) and receive an entry form by:

- Purchasing a minimum of \$50 before tax. One (1) additional entry form will be provided for every additional \$50 spent to a maximum of 5 entries per transaction (standard exclusions apply including tobacco, lottery, gift cards, phone cards, Fertilizer, Seed, Chemical, Larger Lumber purchases for Projects, ie. Kitchen Cabinets).
- Earn one (1) entry form for purchasing a specially marked product.

Maximum of five (5) entries per transaction.

The second way to enter is as follows: On a plain piece of paper: print your full name, complete mailing address including postal code, date of birth, e-mail address (optional) and daytime telephone number including area code. Mail entry to the Sponsor as address identified above. Each mail-in entry must be mailed in a separate envelope, bearing sufficient prepaid postage. Mail-in entries must be received by the Contest Closing Date.

4.2 Limitations of Entries

- Entries must be submitted through one of the two entry methods mentioned above.
- The Entry Limit applies regardless of the method of entry. Any person who has entered more than the Entry Limit will be disqualified and all entries received from such person will be disqualified.

5. Prize

- 5.1 The Prize is available to be won by a Selected Entrant with a valid entry.
- 5.2 The winning entrant can pick up the Prize at the sponsor’s location. 6207 46th Street Olds Alberta or closest available retail in the Association.
- 5.3 The Sponsor will not be held responsible in any manner whatsoever should the Selected Entrant not be satisfied in any way with the Prize.

- 5.4 The Prize must be accepted as awarded without substitution, is not transferable or for resale, and has no cash surrender value. The Sponsor reserves the right, in its sole and absolute discretion, and for any reason whatsoever, to substitute the Prize or any component of a Prize without liability.
- 5.5 The Sponsor will not be held liable for any injury, loss or damages that could directly or indirectly incur by reason of acceptance of the Prize.

6. Draw

- 6.1 A random draw will be conducted by the Sponsor on the Draw Date amongst all eligible entries received.
- 6.2 The chances of being selected for the Prize depends on the total number of eligible entries received during the Contest Period.
- 6.3 The Selected Entrant will be contacted by phone, mail or courier within five (5) business days of the Draw Date.
- 6.4 If the Selected Entrant cannot be contacted within ten (10) business days, his/her entry will be disqualified and another entrant will be randomly selected from the remaining eligible entries and the process above will be repeated until such time as contact is made with a Selected Entrant or there are no more eligible entrants.
- 6.5 Prior to being declared a winner, the Selected Entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question posed by mail or telephone at a mutually convenient time within five (5) business days of the initial contact between the Sponsor and Selected Entrant.
- 6.6 In the event that the Selected Entrant incorrectly answers the mathematical skill-testing question, he/she will be disqualified and another entrant will be randomly selected and the above process will be repeated until such time as there is one confirmed Prize winner or no more eligible entries are available.

7. Release Form

- 7.1 Prior to being declared the winner and receiving the Prize, the Selected Entrant will be required to sign a Release Form.
- 7.2 By completing and returning the Release Form, the winner confirms compliance with the Official Rules, accepts the Prize as awarded, without substitution, releases the Releasees (as specified more fully below) from all liability relating to the Contest and/or to the Prize, and consents to the use of his/her name, address (city and province) and/or photographs, without additional compensation or notice, in connection with any publicity carried out by or on behalf of the Sponsor with respect to the Contest.
- 7.3 The Selected Entrant may be required, at the Sponsor's sole discretion, to provide the Release Form and any other reasonable information or documents.
- 7.4 The Selected Entrant agrees to cooperate in any investigations by the Sponsor to confirm his/her eligibility and to help ensure that the use of such potential winners information in advertising or publicity for the Contest will not bring the Sponsor into public disrepute, contempt, scandal, ridicule or reflect unfavourably on the Contest or the Sponsor as determined by the Sponsor in its sole discretion.

- 7.5 The signed Release Form and other information or documents requested by the Sponsor must be returned within the time period specified on the Release Form or the Prize will be forfeited and another entrant will be selected, and the process above will be repeated.
- 7.6 Upon receipt of the completed Release Form, the Sponsor or a designated agent will be in contact with the winner within five (5) business days. No correspondence will be entered into except with the Selected Entrant.

8. General

- 8.1 By entering the Contest, entrants agree to read, abide and be bound by the Official Rules, including all eligibility requirements and by the decisions of the Sponsor, made in its sole discretion, which shall be final and binding in all matters relating to the Contest. Entrants who have not complied with the Official Rules are subject to disqualification.
- 8.2 By entering the Contest and, if applicable, completing the Release Form, the entrant agrees to release and hold harmless the Releasees, from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract, and fundamental breach and liability for physical injury, death, or property damage which an entrant or his/her administrators, heirs, successors, or assigns might have or could have, by reason of or arising out of the Selected Entrant's participation in the Contest and/or in connection with the acceptance or use of the Prize.
- 8.3 The Sponsor reserves the right to cancel, terminate, modify, or suspend in whole or in part this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if for any reason the Contest is not capable of running as originally planned, for example as a result of tampering or infection by a computer virus, the Sponsor reserves the right to cancel the Contest and conduct a draw from all previously received eligible entries.
- 8.4 The Sponsor does not assume any responsibility and are not responsible for (i) the incorrect or inaccurate capture of entry information and entries that fail to comply with the Official Rules; (ii) any loss, damage, or claims caused by the Prize or the Contest itself; or (iii) any failure of any website during the Contest Period, including any problems, human or technical errors, printing or typographical errors, lost, delayed or garbled data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines or networks, technical malfunctions of any computer online systems, computer equipment, servers, access providers, software, 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 any injury or damage to an entrant's or any other person's computer relating to or resulting from downloading any material connected to the Contest, all of which may affect a person's ability to participate in the Contest.
- 8.5 The Sponsor does not assume any responsibility and are not responsible for electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind or insufficient space in an entrant's mailbox to receive e-mail messages, or for late, lost, illegible, incomplete, falsified, damaged, misdirected, mutilated, garbled, or incomplete entries, which will be void.
- 8.6 Entry materials/data that have been tampered with or altered are void.
- 8.7 Any attempt to deliberately damage any website or to undermine the legitimate operation of the Contest is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor

reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution, and to disqualify an entrant from the Contest or any other promotion conducted by the Sponsor now or in the future. In the event it is determined that an entrant has entered the Contest in a manner contrary to the Official Rules and/or has submitted more than the number of entries permitted by the Official Rules, the entrant and all of the entries submitted by the entrant will be disqualified.

- 8.8 If, due to any technical, production or other error, more Prizes are claimed or awarded than are described in the Official Rules, the number of Prizes identified in the Official Rules will be awarded in a random drawing from all such Prize claims received.
- 8.9 In no event will the Sponsor be responsible or liable for more than the stated number of Prizes described in the Official Rules.
- 8.10 In the event of a dispute as to the identity of an entrant, entries made online will be deemed to have been made by the authorized account holder of the e-mail address submitted at the time of entry as defined by the applicable service provider. The potential winner may be required to show proof of being the authorized account holder for the e-mail address associated with the winning entry.
- 8.11 All entries become the property of the Sponsor and none will be returned. No correspondence will be entered into except with the Selected Entrant.
- 8.12 The Contest is subject to all applicable laws. The Contest is void where prohibited by law. All issues and questions concerning the construction, validity, interpretation, and enforceability of the Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Contest, shall be governed by and construed in accordance with the laws of the Jurisdiction and the laws of Canada applicable therein, without regard to conflicts of law principles.
- 8.13 The approximate retail value of the Prize as stated by the Sponsor is subject to price fluctuations in the consumer marketplace based on, among other things, the passage of time between the date the approximate retail value are stated by the Sponsor and the date the Prize is awarded or redeemed. If, at the time a Prize is redeemed or awarded, the actual prevailing retail purchase price for the Prize is less than the approximate retail value stated by the Sponsor, the Selected Entrant will not be entitled to a cheque or cash for the price difference.
- 8.14 In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Contest entry form, and/or point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail, govern and control.

9. Privacy

- 9.1 The Sponsor respects each entrant's right to privacy. By entering the Contest and voluntarily providing personal information, entrants consent and agree to the Sponsor's collection and use of entrants' information for the administration of the Contest in accordance with the applicable privacy policies of the Sponsor.
- 9.2 If an entrant consents to receive future information from the Sponsor and its affiliated brands, the Sponsor may use the information provided to initiate, maintain and develop a relationship with the entrant in connection with offering any of the Sponsor's products; or to promote and market to the entrant additional products and services offered by the Sponsor. Such consent may be revoked by an entrant at any time by writing to: the Sponsor or by visiting the Sponsor's website and selecting "unsubscribe" and completing the required fields.

10. Intellectual Property

- 10.1 By participating in the Contest, entrant agrees that all of Sponsor's and any third party's intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations used in relation to this Contest are owned by the Sponsor or the relevant third party, and no right or licence in or to any such intellectual property is granted to the entrant as a result of his or her participation in the Contest or otherwise.
- 10.2 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.