SAVE-ON-FOODS SOCIAL MEDIA CONTEST RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

DEFINITIONS

In these Social Media Contest Rules (the "**Rules**"), the following terms have the meanings set out below. In addition, other capitalized terms have the meaning so given to them.

"Administrator" means Pattison Food Group Ltd. located at 19855 92A Avenue, Langley, British Columbia, Canada V1M 3B6;

"Contest" means the contest, game, sweepstake, promotion, marketing activity or other event specified in the Contest Summary;

"**Contest Facilitators**" means, collectively, the Administrator, the Organizer and any sponsors arranged by the Organizer;

"**Contest Requirements**" means the guidelines and criteria that entrants must abide by to be eligible for the Contest;

"**Contest Site**" means a subdomain of the Site, a domain or website of the Organizer, or, if applicable, an application within Facebook;

"**Contest Summary**" means the announcement for a particular contest, including subsequent messages, posts or information associated with the announcement, which specifies certain information for that Contest;

"Organizer" means the Administrator, unless otherwise specified in the Contest Summary;

"**Prize**" or "**Prizes**" means the prize or prizes (if there are multiple prizes) to be awarded for a particular Contest as specified in the Contest Summary;

"Region" means the region(s) selected in which the Contest is held; and

"**Site**" means the Save-On-Foods landing or host page within a Social Media application and any services available thereon.

"Social Media" means any program or application which enables people and companies to communicate directly with each other or post content in a public manner. Examples include but are not limited to Facebook[®], Twitter[®], Instragram[®], Google+[®], and Pinterest[®].

- 1. Eligibility: The Contest is FREE to enter and open to all individuals who are legal residents of the Region(s) specified, and have reached the age of majority at the time of their entry ("you" or "Contestant"). It is your responsibility to ensure that you are legally eligible to enter the Contest under any laws applicable to you in your jurisdiction of residence or otherwise. The Contest is void outside the Region(s) specified and where otherwise prohibited by applicable federal, provincial or local laws, rules or regulations.
- 2. Agreement to Official Rules: By participating in the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Organizer and/or Administrator, which are final and binding in all matters related to the Contest. Whether or not you receive a Prize is contingent upon fulfilling all requirements set forth in these Rules. The Contest is subject to all applicable federal, provincial, and local laws. The Organizer is responsible for ensuring the Contest complies with all laws in all jurisdictions where the Contest is offered. Contests are void where prohibited by law.
- 3. Contest Period: The Contest opens on the date and time specified in the Contest Summary, and ends on the date and time specified in the Contest Summary (the "Contest Period"). The Administrator's computer is the official time-keeping device for the Contest.
- 4. How to Enter: To enter the Contest, you must have a registered account with the applicable Social Media application in order to participate in the Contest. Entries that do not include all the required information or satisfy the entry criteria as indicated in the Contest Summary and adhere to the Rules will be considered void. The Contest Facilitators are not responsible for lost, misdirected or incomplete entries.

The Organizer determines if an entry meets the Contest Requirements and otherwise complies with the Rules.

- 5. **Terms of Submission**: You may only enter the Contest once. Social Media application accounts must relate to a single individual.
- 6. **Rights Granted by you**: By entering this Contest, you agree that:
 - (a) the Administrator, Organizer, and their respective licensees, successors and assigns will have the right to use all or a part of your entry, your name and address (city and state/province/territory), anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, without compensation and without notice to you and without consideration, review or approval from you; and
 - (b) you agree that you will not now nor in the future be paid for your entry or for granting the Administrator any of the rights set out in these Rules.
- 7. Your Representations and Warranties: By entering the Contest, you represent and warrant that:
 - (a) your entry, in its entirety, is an original work by you and you have not included third party content in or in connection with your entry without permission;

- (b) your entry will not cause injury or damage to any other person relying upon any instructions contained in your entry;
- (c) your entry, the use thereof by the Contest Facilitators, or the exercise by the Organizer or Administrator of any of the rights granted by you under these Contest Rules, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;
- (d) you have all the rights, licenses, permissions and consents necessary to submit the entry and to grant all of the rights that you have granted to the Contest Facilitators under these Contest Rules;
- (e) all persons who were engaged by you to work on the entry or have contributed to the entry have:
 - (i) given you their written consent to submit the entry without claims for payment of any kind; and
 - (ii) provided written permission to include their name in or with your entry (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by the Contest Facilitators to provide such permission in writing to the Contest Facilitators; and
- (f) You have read, understood, accept and agree to be bound by the Administrator's Terms of Service set out at <u>http://www.saveonfoods.com/disclaimer</u> and Privacy Policy set out at <u>http://www.saveonfoods.com/privacy-policy</u>, as they may be amended from time to time.
- 8. Prizes: The Organizer will provide the Prize(s) to be awarded for a particular Contest. The Prize(s) and its value will be as described in the Contest Summary. Each Prize includes only what is specifically described and no other prize will be granted. Winner is not entitled to any monetary difference between actual Prize and the stated approximate value, if any. No substitution of a Prize will be made unless the Organizer, in its sole discretion, determines otherwise. A Prize must be accepted as awarded, and the odds of winning are dependent upon the total number of eligible entries received for the Contest Period. If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more potential winners of Prizes than contemplated in these rules, there will be a random draw amongst all eligible Prize claimants to award the correct number of Prizes.
- 9. Winner(s): Unless stated otherwise in the Contest Summary, the winner(s) ("Winner(s)") of the Prize(s) will be selected in a random draw from all eligible entries received. Your odds of winning will depend on the number of eligible entries received during the Contest. If you are selected as a Winner, you will be notified of the selection of your entry through the Social Media application by which you submitted your entry or other contact information you provide to the Organizer. If you do not respond to the notification of your selection as a Winner within the time limit set out in the Contest Summary, an alternate Winner will be selected to receive the Prize. All decisions of the Organizer in selecting the Winner(s) are final and binding on all entrants in all matters relating to the Contest.

- 10. To Redeem Prize: Prize must be picked up as described in the Contest Summary. Except where prohibited, a Winner shall be required to execute and return to the Organizer an Eligibility, Declaration of Compliance with the Rules and Liability & Publicity Release Form ("Declaration and Release Form") in order to claim the Prize. To be officially declared a Winner, each selected Entrant must first correctly answer, without assistance of any kind, a mathematical skill-testing question. A Prize is personal to the Winner and is non-transferable. If a Winner cannot be contacted, or fails to execute and return the Release Form within the required time period (if applicable), or if the Prize is not claimed prior to the deadline set out in the Contest Summary, the Winner forfeits the Prize. Acceptance of any Prize shall constitute and signify the Winner's agreement and consent that the Contest Facilitators may use the Winner's name, photo, city, province, likeness, entry and Prize information in connection with the Contest, worldwide, including on the internet, without limitation and without further payment or consideration, except where prohibited by law. Each Winner is responsible for all taxes and fees associated with receipt of the Prize.
- **11. General Conditions**: The Contest Facilitators have the right to verify your eligibility and compliance with these Rules, and to disqualify you on the basis of its investigation.

Your personal information will be processed in accordance with the Administrator's <u>Privacy Policy</u>, as amended from time to time. You should direct any request to access, update, or correct your personal information to Administrator.

You may not enter with multiple e-mail addresses or accounts within the same Social Media application, nor may you use any other device or artifice to submit more than one (1) entry. If you use fraudulent entry methods, or otherwise attempt to participate with multiple e-mail and/or Social Media accounts under multiple identities, or use any device or artifice to enter more than one (1) entry, you will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the Social Media account used to enter the Contest will be deemed to be the person who made the entry. For the purposes of these Rules, the authorized "Social Media account holder" is the natural person entitled to control the Social Media account as determined by the administrators of the Social Media application in question.

Social Media accounts for corporations, businesses, couples, or entities other than an individual person are not eligible to enter the Contest.

Nothing contained in these Rules shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as partners, joint venturers, principal and agent, employer and employee, co-owners or entrants in a joint undertaking; or (iii) allow you to create or assume any obligation on behalf of the Organizer.

By entering the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Contest Facilitators, which are final and binding on all matters relating to this Contest.

Contest Facilitators reserve the right to cancel, modify or suspend the Contest at any time (subject to approval of any regulatory body having jurisdiction), if it is determined

that the Contest cannot be run as originally planned or if fraud or any other occurrence comprises the fairness or integrity of the Contest.

12. Liability Provisions: The Contest Facilitators are not responsible for human error, theft, destruction, injury or damage to entries or participants, or for factors beyond its reasonable control.

You assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected entries. You assume all risk of personal injury, damage, liability to third parties as a result of your participation in the Contest. The Contest Facilitators make no warranty, representation or guarantee, express or implied, in connection with its ability to in any way enable, develop or market an idea set forth in your entry.

The Contest Facilitators are not responsible and make no representations or warranties as to any entry. Any person who follows the instructions contained in any entry does so voluntarily and without reliance upon the Contest Facilitators as to the accuracy, safety or quality of any entry.

The Contest Facilitators shall not be liable to a Winner or any other person for failure to supply the Prize or any part thereof, by reason of the Prize becoming for reasons beyond the reasonable control of the Contest Facilitators unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond the Organizer's control.

Guests of the prizewinner, or their parent/legal guardian if under the age of majority, ("Guests") will also be required to sign a document: (a) releasing Contest Facilitators, as well as its affiliates and subsidiaries, including all employees, directors, officers and agents from all liability for any damage or loss resulting from the Prize; and (b) consenting to the use of their name, city and province of residence, biographical information, likeness, video, photograph, voice, statements or testimonials in any advertising, promotion and for publicity purposes in connection with this Contest, other promotions and for general news and information purposes, without any compensation or notice, in the form acceptable to Overwaitea Food Group.

The Organizer, Administrator and their employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies (the "**Released Parties**") shall not assume any responsibility whatsoever for any of the following: delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, internet, or other connections; the availability, accessibility, technical failure or miscommunications of computer, satellite, telephone or cable transmissions; the incorrect or inaccurate capture or failure to capture information whether caused by Site or Contest Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest; theft, loss, destruction or damage to an entry in whole or in part; and other factors beyond their reasonable control. The Released Parties are not responsible for injury or damage to your or to any other person or computer related to or resulting from

participating in the Contest or downloading materials from or use of the Site or any Contest Site.

CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE SITE OR ANY CONTEST SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, THE ORGANIZER AND ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW AND TO DISQUALIFY YOU FROM THE CONTEST.

LIMITATIONS OF LIABILITY AND RELEASE: BY SUBMITTING AN ENTRY IN THE CONTEST OR BEING A GUEST OF THE PRIZEWINNER, YOU AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY YOU AND YOUR HEIRS, EXECUTORS, REPRESENTATIVES. SUCCESSORS AND ASSIGNS FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES TO PERSONS, INCLUDING, WITHOUT LIMITATION, DISABILITY OR DEATH, AND DAMAGE TO PROPERTY, DUE IN WHOLE OR IN PART, ARISING DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE FROM THE DELIVERY, ACCEPTANCE, USE OR MISUSE OF THE PRIZE, ANY AND ALL USE AS PROVIDED HEREIN OF YOUR ENTRY, OR PARTICIPATION IN THIS CONTEST AND/OR ANY RELATED CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE AND ANY CONTEST SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

- **13. Choice of Law**: These Rules shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada, as applicable herein, without reference to its conflicts of laws principles. Any and all disputes, claims, and causes of action with the Contest Facilitators arising out of or connected with this Contest, other than the determination or validity of claims, shall be resolved individually, and exclusively by arbitration under the British Columbia International Commercial Arbitration Centre, in accordance with its rules, as amended from time to time. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys' fees. You hereby waive all rights to: (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses; and (ii) to have damages multiplied or otherwise increased.
- 14. **Disclaimer**: This Contest is in no way sponsored, endorsed or administered by, or associated with, any particular Social Media application, and any comments, questions or concerns regarding the Contest shall be directed to the Contest Facilitators and not to the applicable Social Media application.