

**“Unwrap the Season” Contest
Full Rules and Regulations – FCL Promotion**

The “Unwrap the Season Contest” (hereinafter the “**Contest**”) is organized, administered and sponsored by Federated Co-operatives Limited (hereinafter the “**Contest and Prize Organizer**”). The Contest will take place in participating Co-op stores in: 1) Manitoba, 2) Saskatchewan, 3) Alberta, 4) British Columbia, 5) the Kenora District in Northwestern Ontario, and 6) Yellowknife in the Northwest Territories from Nov 10, 2022 at 12:00 a.m. CT (Central Time) (the “**Contest Start Date**”) to Jan 4, 2023 at 11:59 p.m. CT (the “**Contest End Date**” and collectively with the Contest Start Date being the “**Contest Period**”).

1. HOW TO ENTER:

NO PURCHASE NECESSARY. A purchase will not increase your chance of winning. To enter and receive one (1) Contest entry go to Facebook, Instagram or Twitter (each a “**Social Media Platform**” and collectively “**Social Media Platforms**”), upload a photo of yourself or a Co-op® Product, tag Co-op® and use the hashtag #UnwraptheSeasonwithCoop Limit one (1) entry per person, per day, per Social Media Platform. Each submission by an entrant to enter the Contest hereinafter referred to as an “**Entry**”.

2. ELIGIBILITY:

Open only to residents of Manitoba, Saskatchewan, Alberta, British Columbia, the Kenora District in Northwestern Ontario, and Yellowknife in the Northwest Territories who have reached the age of majority. The following are not eligible to participate nor to win Prizes in the Contest: (i) any employee or any immediate family member of an employee of each of the Prize Sponsor and Independent Judging Organization (ii) any employee of the Prize Sponsor’s and Independent Judging Organization’s affiliates, subsidiaries, agents, consulting, advertising and promotional agencies; and (iii) any employee, board member and the immediate family members of each of the foregoing of a member retail co-operative. For the purposes of this section 2, immediate family members is defined as parents, siblings, children or spouse.

3. CHANCE OF WINNING: The chances of winning are as follows:

The chances of being selected a winner are dependent upon the total number of eligible entries received during the Contest Period.

4. PRIZE DESCRIPTION

There are three (3) \$500 Co-op® gift card prizes (each a “**Prize**” and collectively the “**Prizes**”). For clarity, there is one (1) Prize for each Social Media Platform. The fair market value for each Prize is \$500.

Prizes must be accepted as awarded. Prizes may not be sold, converted to cash, are non-transferable, and no substitutions are permitted. One Prize per winning Entry and one Prize per household. The Prize Sponsor reserves the right, in the event that a Prize or any component of a Prize cannot be awarded as described for any reason, to substitute another Prize of equal or greater value without liability.

5. PRIZE DRAWS

A random draw for each of the three (3) Prizes will be conducted by Federated Co-operatives Limited at 2:00 PM on January 4, 2023 from amongst all eligible Contest entries received on each Social Media Platform, within the Contest Period.

Federated Co-operatives Limited will attempt to contact the selected potential winning entrants by email and/or telephone.

6. HOW TO CLAIM THE PRIZE

To be declared a winner, the selected participant must:

- a. Be reached by Federated Co-operatives Limited within five (5) working days of the draw; and
- b. Complete and sign the Statement of Compliance, Release and Indemnity Agreement including a mathematical skill-testing question (collectively the "**Declaration Form**") and return it to the Contest Organizers within five (5) days after the selected participant has received the Declaration Form.

By entering this Contest, each participant agrees to be bound by the Contest rules herein. If a selected participant fails to meet any of the conditions mentioned in the paragraph above or any other condition in the Contest rules, that person's participation will be cancelled and, time permitting, a new participant will be selected for this Prize in accordance with the rules herein, until a participant is selected and declared a winner, without affecting the allocation order of the other Prizes.

If an eligible participant proves impossible to reach in the allotted time, that person will no longer be eligible for Prizes won; the Prize will once again be available to be drawn at random. No communication will be entered into except with the selected participants.

7. GENERAL TERMS AND CONDITIONS

- i) **Verification.** Entries made online and request for participation without purchase are subject to verification by the Contest Organizer. Any Entry that is, as the case may be, incomplete, incomprehensible, inaudible, illegible, fraudulent, mutilated, late, or which does not comply with the rules herein will automatically be rejected and will not entitle a person to an Entry or a Prize.
- ii) **Disqualification.** The Contest Organizer reserves the right to disqualify any person or cancel one or more entries of any person entering this Contest or who attempts to participate by means contrary to the rules herein or in a manner prejudicial to other participants (e.g., use of Entry forms obtained from an unauthorized source, entries exceeding the allowable limit, computer hacking, creating multiple accounts on Social Media Platforms to enter the Contest multiple times, inaccurately or inappropriately tagging content, etc.). Any attempt to deliberately damage the Contest website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. If such an attempt is made, the Contest Organizer reserves the right to seek damages from that person, without prejudice to the rights of the Contest Organizer to seek any other remedies to the extent permitted by law. This person could be referred to the competent judicial authorities.
- iii) **Non-compliance/eligibility.** By entering the Contest, entrants agree to abide by these rules and the decisions of the Prize Sponsor with respect to all aspects of the Contest, which are final. This Contest is subject to all applicable federal, provincial and municipal laws. To request a copy of these Rules, send a self-addressed, stamped envelope to Unwrap the Season Contest, PO Box 1050, Saskatoon SK, S7K 3M9. Any participant who is selected at random as part of this Contest and does not comply with the eligibility requirements herein will be

automatically disqualified and another random draw will be held to select a participant. Any selected participant that does not comply with these eligibility conditions must inform the Contest Organizers as soon as they contacted him or her.

- iv) **Acceptance of a Prize.** All Prizes must be accepted as described in these rules and cannot be transferred to another person, substituted for another Prize or exchanged in part or in whole against money, subject to the provisions paragraph below.
- v) **Substitution of a Prize.** In the event that it was impossible, difficult and/or more costly for the Contest Organizer and/or the Prize Sponsor to award a Prize (or a portion thereof) as described in these rules, they reserve the right to award a Prize (or a portion of the prize) of similar nature and equivalent value or, at their sole discretion, the value of the Prize (or a portion of the Prize) indicated herein in cash, without any liability to Contest Organizer or Prize Sponsor.
- vi) **Refusal to accept a Prize.** The refusal of a person selected at random to accept a Prize according to the terms herein releases the Contest Organizer and Prize Sponsor from any obligation to award a Prize, or any substitute prize, to that person.
- vii) **Social Media Platforms.** For greater clarity, in no way is any Social Media Platform sponsoring, endorsing, or administering this Contest. Further, by entering this Contest, each entrant agrees to abide by the terms and conditions of each applicable Social Media Platform.
- viii) **Limit of responsibility.** By participating in the Contest, entrants agree to release and indemnify the Social Media Platforms, Prize Sponsor, Contest Organizer and the Independent Judging Organization and any of their parents, subsidiaries, affiliates, member retail co-operatives, agents and contractors, including advertising and promotional agencies, and their directors, officers and employees of any of the foregoing (collectively referred to as the “**Beneficiaries**”), from any and all losses, expenses (including legal fees), damages and claims of any kind whatsoever in connection with the Contest or resulting from the acceptance, possession or use of any Prize, including without limitation any loss, personal injury, death, property damage, or claims based on publicity rights, defamation or invasion of privacy. To be declared a winner, and before obtaining the prize, the selected person agrees to sign a Declaration Form to this effect.
- ix) **Responsibility – operation of the Contest.** The Beneficiaries disclaim any liability with respect to: the malfunctioning of any computer component, software or communications line; any faulty, incomplete, or incomprehensible transaction or any transaction erased by any computer or any network, and which may limit or prevent any person from entering the Contest; any technical or human error which may occur in the treatment of or participation in the Contest; problems with the functioning of the Contest website or features of the Contest website, regardless of cause; malfunction or damage to the telephone network or lines, to computer equipment, to voice mail machines or systems, to data or software, to online systems, servers or access providers; any loss of function because witnesses are not activated; congestion on the Internet; the security or privacy of information transmitted via computer or telephone networks; or any breach of privacy due to interference by hackers.
- x) **Amendment.** Subject to applicable law, the Contest Organizer reserves the right, at its sole discretion, without notice or liability, to cancel, terminate, modify or suspend this Contest in whole or in part for any reason whatsoever. In the Contest Organizer’s sole discretion, a Contest winner may be selected by randomly drawing from among all valid entries received up to the time of cancellation, termination or suspension.

- xi) **Limitation of prizes.** In any case, the Beneficiaries and suppliers of products or services related to this Contest shall not be held to award more prizes than indicated in the rules herein or to award prizes other than in accordance with the rules herein.
- xii) **Impossibility to act – labour dispute.** Beneficiaries shall not be liable in any way in all cases where their inability to act would result from an event or situation beyond their control (earthquake, war, act of terrorism, fire, flood, storm, riot, insurrection, civil unrest, fire or other force majeure) or a strike, lockout or any other labour dispute in their establishments or in the establishments of organizations or companies whose services are used to hold this contest.
- xiii) **Limitation of liability – participation.** By participating or attempting to participate in this Contest, participants release the Beneficiaries from all responsibility for any damage they may incur due to their participation or attempted participation in the contest.
- xiv) **Authorization.** By entering this Contest, any winning participant authorizes the Contest Organizer, Beneficiaries and their representatives to use, if required, their name (first and last), photograph, image, declaration regarding the Prize, place of residence (City and Province) and/or voice without any form of compensation and at their discretion, without limit as to the period of use in any social media or website and globally, for advertising purposes or any other purpose deemed relevant. A statement to this effect will be included in the Declaration Form.
- xv) **Ownership of Entry Forms.** Entry forms, and requests for participation without purchase, are the property of the Contest Organizer and will in no case be returned to participants.
- xvi) **Communication with participants.** No communication or correspondence will be exchanged with participants in this Contest except with those selected for a Prize.
- xvii) **Personal information.** Federated Co-operatives Limited respects your right to privacy. By entering this Contest you consent to the collection, use and disclosure of your personal information. Subject to Section 12(xiv), the personal information provided by participants in connection with this Contest will be used solely by the Federated Co-operatives Limited and/or by third party service providers on behalf of Federated Co-operatives Limited (including the Independent Judging Organization) only for the purposes of administrating and conducting this Contest, including determining eligibility and awarding and delivering the Prize. No communication, commercial or otherwise, unrelated to this Contest will be sent to a participant, unless the participant expressly authorizes it. Federated Co-operatives Limited will handle all personal information in accordance with its privacy policies and practices, which can be accessed on its website www.fcl.crs or by contacting the privacy officer for Federated Co-operatives Limited at privacy@fcl.crs; and in accordance with applicable laws. For greater clarity, no personal information or Contest content is being collected by any Social Media Platform.
- xviii) **Decisions of the Contest Organizer.** Any decision of the Contest Organizer, Prize Sponsor or their representatives regarding this Contest is final and cannot be appealed
- xix) **Identification of the participant.** For the purposes of the rules herein, the participant is the person whose name appears on the Entry (or elsewhere, such as on a request for participation without purchase). It is to this person to whom the Prize will be awarded if he or she is selected and declared the winner.

- xx) **Unenforceable paragraph.** If any section of the rules herein is declared illegal, unenforceable or invalid by a competent court that section shall be considered invalid, but all other paragraphs not affected will be enforced to the extent permitted by law.
- xxi) **Jurisdiction.** This contest is subject to all applicable local, provincial and federal laws and regulations.
- xxii) **Trademarks.** CO-OP® is a Registered trade-mark of Federated Co-operatives Limited. All other trademarks are the property of their respective owners.