

CONTEST "120 Days of Summer" Summer 2019

Contest Rules

1. The "120 Days of Summer" contest is held by Slush Puppie Canada Inc. (the "contest organizer"). It will run on the Internet from 10:00 a.m. (EST) on February 1st, 2019, until 10:00 a.m. (EDT) on August 26th, 2019 (the "contest period").

ELIGIBILITY

2. This contest is open to all residents of Quebec, Ontario, the Maritime Provinces (New Brunswick, Nova Scotia, and Prince Edward Island), and Newfoundland and Labrador who are 13 years of age or older. The contest is not open to the employees, agents, and representatives of the contest organizers or any business, corporation, fiduciary, or other legal entity controlled by or associated with them, or their advertising and promotion agencies, suppliers of prizes, goods and services associated with this contest, and members of their immediate families (brothers, sisters, children, father, mother), their legal or common law spouses, or anyone with whom these employees, representatives, and agents reside. To enter this contest, your Internet browser must be set to accept cookies. For participants between the ages of 13 and 17 years old, a parental consent form will need to be supplied before receiving the prize, if that is the case.

HOW TO ENTER

NO PURCHASE NECESSARY

3. To participate, enter using the following method to access the online entry form (the "entry form"):

- 3.1 **Internet:** Visit www.slushpuppie.ca ("the website") and click the Contest tab, or click on the contest icon or the contest banner published on various websites and on social media. This will lead you to the contest homepage.

4. **Entry**

4.1 **Basic Entry:**

- 4.1.1 Fill out the entry form (on the Slush Puppie website)
- 4.1.2 Register with your name, mailing address, email address and phone number.
- 4.1.3 Tell us your favorite Slush Puppie flavour;
- 4.1.4 Confirm that you have read and accepted all the terms and conditions of the contest rules by checking the box to this effect.

4.2 **Additional Entry**

- 4.2.1 After casting your vote, you may share the contest on Facebook, in public mode, in order to get another chance to enter the contest.

5. **Limits.**

5.1 Participants must respect the following limits, failing to do so, may lead to disqualification:

5.1.1 One (1) basic entry and one (1) additional entry per person per day, regardless of the means used to obtain entries and the number of email addresses, Facebook profiles, or mobile devices the person possesses;

6. **PRIZES**

6.1 **Beach towels**

6.1.1 One-thousand-two-hundred (1,200) Slush Puppie branded beach towels. This prize is valued at approximately \$33,300;

6.1.2 Daily draw of ten (10) winners, who will each receive one (1) beach towel, valued at approximately \$27.75;

6.1.3 The draws will take place on a daily basis between April 29 and August 26, 2019, inclusively;

6.2 **Prepaid cards**

6.2.1 Seventeen (17) prepaid credit cards. This prize is valued at approximately \$1,700;

6.2.2 Weekly draw of one (1) winner, who will receive one (1) prepaid credit card, valued at \$100;

6.2.3 The weekly draws will take place every Monday between April 29 and August 26, 2019, inclusively;

6.3 **Cheques**

6.3.1 Five (5) certified cheques. This prize is valued at approximately \$5,000;

6.3.2 Monthly draw of one (1) winner, who will receive one (1) certified cheque, valued at \$1,000;

6.3.3 The monthly draws will take place on the last day of the month, except in August where the draw will take place on August 26th – the last day of the contest, between April 29 and August 26, 2019, inclusively;

6.4 **Limits**

6.4.1 Limit of one (1) prize per person, in the same category, for the entire duration of the contest. By categories, it's to be understood: 6.1) Beach towels, 6.2) Prepaid cards and 6.3) Cheques.

7. **DRAWS**

7.1 **Time and place**

7.1.1 The draws will take place at 10:00:00 (EDT), in Gatineau, at the offices of the agency responsible for the administration of the contest. Random draws, electronically managed, of eligible participations will take place on the days specified in each prize category (*refer to 6.1, 6.2 and 6.3*).

8. ODDS OF WINNING

8.1 The odds of a participant's entry being selected depend on the number of basic and additional entries recorded throughout the contest period.

9. ALLOCATION OF PRIZES

To be declared the winner, the selected entrant must

9.1 Be reached by email, at the sole discretion of the contest organizers, within five (5) days of the draw. In the event that a selected entrant is notified by email, he or she must reply in accordance with any instructions given therein, as the case may be. In the event that a prize notification email gives rise to a failed delivery message, the contest organizers may, at their sole discretion, disqualify the entry or attempt to reach the entrant by phone. If the selected entrant is a minor in his or her province of residence, the contest organizers reserve the right to contact his or her parent or legal guardian to verify the parental consent provided or to notify him or her that the minor has been selected for a prize.

9.2 Fill out and sign the declaration and liability release form ("declaration form") mailed, faxed, or emailed by the contest organizers indicating that he or she has complied with all the terms and conditions set out in these rules, and return it to the contest organizers within seven (7) days of its receipt.

9.3 Upon request, provide a photo ID in a timely manner.

10. Should the selected entrant fail to meet any of the conditions herein or refuse to accept the prize, he or she will be disqualified. In such an event, the contest organizers may, at their sole discretion, cancel the prize or conduct a new draw until a new entrant is selected and declared the prize winner.

11. Within two (2) to four (4) weeks of receiving the duly completed and signed declaration form, the contest organizers will contact the prize winner to inform him or her of the terms and conditions of prize acceptance.

GENERAL CONDITIONS

12. **Verification.** Entry and declaration forms are subject to verification by the contest organizers. Any entry or declaration form that is, as the case may be, incomplete, illegible, mutilated, fraudulent, registered or submitted late; contains an invalid email address or telephone number or incorrect answer to the mathematical skill-testing question; or is otherwise non-compliant may be rejected and will not entitle the person to an entry or a prize.
13. **Disqualification.** The contest organizers reserve the right to disqualify a person or cancel the entries of anyone who enters or tries to enter the contest by any means that violate these rules or are unfair to other entrants (for example, more entries than allowed or computer hacking). Such persons may be reported to the appropriate legal authorities.
14. **Contest operation.** Any attempt to deliberately damage the contest website and/or any related website or to sabotage the legitimate operation of this contest constitutes a violation of civil and criminal laws. If any such attempt is made, contest organizers reserve the right to reject the entrant's entries and to seek compensation under the applicable law.
15. **Prize acceptance.** Prizes must be accepted as described in these rules and may not under any circumstances, in whole or in part, be transferred to another person, substituted for another prize, or exchanged for cash, subject to the following paragraph.
16. **Prize substitution.** In the event that it is impossible, difficult, and/or more expensive for contest organizers to award a prize (or part of a prize) as described herein, notably in specific cases set out in these contest rules, they reserve the right to award a similar prize (or part of a prize) of equivalent nature and equal value or, at their sole discretion, the value of the prize (or part of a prize) described herein in cash.
17. **Limitation of liability: use of the prize.** By entering this contest, all entrants selected for a prize release the contest organizers and any business, corporation, fiduciary, or other legal entity controlled by or associated with them, as well as their advertising and promotion agencies, and their employees, agents, and representatives (the "beneficiaries") from any liability for damages that may result from accepting or using the prize.
18. **Website operation.** The contest organizers in no way guarantee that the contest website or any related website will be accessible or functional without interruption during the contest period or that it will be free of errors.
19. **Limitation of liability: contest operation.** The beneficiaries are not liable for any faulty computer components, software, or line of communication, or for the loss or absence of network communication capability, or for any faulty, incomplete, incomprehensible, or erased computer or network transmissions that make it difficult or render an individual unable to enter the contest. As well, the beneficiaries are not liable for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the loading or downloading of any webpage, software, or other item or the transmission of any information with a view to participating in the contest.

20. **Modification of the contest.** The contest organizers reserve the right, at their sole discretion, to cancel, terminate, modify, or suspend this contest in whole or in part should human intervention or an event take place that could modify or affect the administration, security, impartiality, or conduct of the contest as provided herein, subject to approval by *Régie des alcools, des courses et des jeux du Québec*, if applicable.
21. **End of contest entry.** In the event that the computer system is unable to register all contest entries during the contest period, for any reason whatsoever, or contest entry must end in whole or in part before the date indicated herein, winners may be drawn, at the discretion of contest organizers, from among the entries duly registered during the contest period or, where applicable, up to the date of the event that put a stop to contest entry.
22. **Prize limit.** In no case will contest organizers be required to award more prizes than set forth herein, or award a prize other than as specified herein.
23. **Limitation of liability: contest entry.** By entering or attempting to enter this contest, all persons entering or attempting to enter this contest release the beneficiaries of all liability for any damage they may suffer by entering or attempting to enter the contest.
24. **Authorization.** By taking part in this contest, any entrant selected for a prize authorizes the contest organizers and their representative to use, if required, their name, photograph, likeness, voice, place of residence, and/or statement about the prize for advertising purposes without compensation of any kind.
25. **Communication with entrants.** No communication or correspondence will be exchanged with entrants as part of this contest other than in accordance with these rules or at the initiative of contest organizers.
26. **Personal information.** Personal information gathered from entrants for this contest will be used only for contest administration. No form of business or other communication unrelated to this contest will be sent to entrants unless expressly authorized by them.
27. **Ownership.** The declaration forms are the property of the contest organizers and will not be returned to entrants under any circumstance.
28. **Entrant identification.** For the purposes of these rules, the entrant is the person whose name appears on the entry form. This is the person who will be awarded the prize if selected and declared a winner, subject to the following paragraph.
29. **Underage entrants.** In the event an entrant selected for a prize is a minor in his or her province of residence, his or her parent or legal guardian must sign the declaration form and accept the prize on his or her behalf so that he or she may be declared a winner.
30. **Decisions by the contest organizers.** Any decision by the contest organizers or their representatives regarding this contest is final and binding, subject to any decision by *Régie des alcools, des courses et des jeux du Québec* with respect to any matter under its jurisdiction.

31. **Disputes.** For Quebec residents, disputes about the organization or conduct of a promotional contest may be submitted to *Régie des alcools, des courses et des jeux* for a ruling. Disputes regarding the awarding of prizes may be submitted to the *Régie* only for the purposes of helping the parties reach a settlement.
32. **Severability.** If a section of these rules is declared or deemed illegal, unenforceable, or invalid by a court of competent jurisdiction, that section will be considered null and void, but all other sections that are not affected will be enforced to the extent permitted by law.
33. **Language.** In the event of any discrepancy between the French and English versions of these rules, the French version will prevail.
34. **Facebook Platform.** This contest is neither managed nor sponsored by Facebook. Any question, comment, or complaint about the contest should be directed to the contest organizers, not to Facebook. Facebook and its affiliates, directors, managers, agents, and employees are in no way liable for any claims stemming from or related to the running of the contest. However, by entering the contest, entrants undertake to comply with the terms and conditions of use, contracts, and other policies and/or guidelines governing the Facebook platform and release the contest organizers and any business, corporation, fiduciary, or other legal entity controlled by or associated with them, as well as their advertising and promotion agencies, and their employees, agents, and representatives (the “beneficiaries”) from any liability for damages that may result from accepting or using the prize.