## ROYALE® HOME FOR EVERY PET PROJECT GOTCHA DAY Contest OFFICIAL RULES

- 1. Contest: ROYALE® HOME FOR EVERY PET PROJECT GOTCHA DAY Contest.
- 2. **Sponsor:** Irving Consumer Products Limited.
- 3. Contest Period: Contest Period begins at 9:00 A.M. Eastern Standard Time (EST) on December 16, 2024 and closes 9:00 A.M. (EST) on July 30, 2025 and resumes again at 9:00 A.M. EDT on August 28, 2025 and closes 9:00 A.M. EST on November 26, 2025. Throughout the Contest Period, there will be ten (10) "Album Months" with their own dates and times for submitting photos to enter the random draw for the particular Album Month. The start and end dates and times for each Album Month are set out below under section 5. The sole determinant of time for the purposes of this Contest, including receipt of a valid entry, will be the Contest computer servers ("Contest computers"). Proof of transmission (screenshots or captures, etc.) or attempted transmission does not constitute proof of delivery or receipt by the Contest computers or Sponsor.
- 4. Eligibility: You must be (a) an employee of an animal shelter in Canada that has been selected by Sponsor to participate in this Contest. Shelter must be a registered charity to receive the second part of the Prize described under section 12; and (b) age of majority in your province or territory of residence who has been designated by the participating animal shelter to correspond with Sponsor and represent and bind the shelter during the Contest ("Shelter Representative"). You are not eligible to be a Shelter Representative if you are an employee, officer, director, agent or representative of Sponsor, its affiliated and related companies (including, without limitation, its parent, sister and subsidiary companies), the independent contest organization, advertising and promotional agencies, or other party in any way involved in the development or administration of this Contest, including suppliers of materials or services related to the Contest, or a member of the immediate family or household of any such employee, officer, director, agent or representative. In these Official Rules, "immediate family" means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse, regardless of where they reside. Groups, clubs, organizations, businesses and commercial and non-commercial entities cannot participate.

Album	January	February	March	April	May	June
Submission	Dec 16	Jan 30	Feb 27	Mar 27	May 1	May 29
Start Day	9am EST	9am EST	9am EST	9am EDT	9am EDT	9am EDT
Submission	Jan 29	Feb 26	Mar 26	Apr 30	May 28	June 25
Close Day	9am EST	9am EST	9am EDT	9am EDT	9am EDT	9am EDT

5. Album Month Submission Dates:

Album	July	August	Sept	Oct	Nov	Dec
Submission Start Day	June 26 9am EDT	-	Aug 28 9am EDT	Sept 25 9am EDT	Oct 30 9am EDT	-
Submission Close Day	July 30 9am EDT	-	Sept 24 9am EDT	Oct 29 9am EDT	Nov 26 9am EST	-

- 6. How to Enter: No purchase necessary. During an Album Month, the Shelter Representative must visit the link provided by Sponsor ("Contest Website"), select the box to indicate you have read, understood and agree to abide by the Official Rules, and upload photos of the pets who have found their fur-ever homes thanks to your shelter. Each photo must be in JPG or PNG format and meet the Submission Criteria set out below. You can only upload one photo at a time. Your shelter will receive one entry for every photo uploaded during an Album Month.
- 7. Limits on Entries: You can upload as many photos as you like during an Album Month but there is a limit of five (5) entries per Album Month per shelter. You may use only one (1) e-mail address throughout the Contest Period and it must be associated with the shelter.
- 8. Submission Criteria: To be eligible for an entry, all photos must:
  - a. have been taken in Canada;
  - b. feature a pet that has been adopted by the shelter on behalf of whom the Shelter Representative is uploading the photo;
  - c. does not violate the rights of any third party including their privacy, personality and intellectual property rights;
  - d. without limiting the generality of c. above, does not feature any individuals without their express consent to be included in the photograph;
  - e. not been altered or generated by AI (cropping of photos and tonal or colour corrections are permitted, including black and white conversion);
  - f. not have been previously published, used commercially, or submitted to another competition or contest;
  - g. not be of an explicit nature or in bad taste (as determined by Sponsor or the independent contest judging organization in its or their sole discretion); and
  - h. have no other impediment to publication by Sponsor in connection with any publicity related to this contest, including publication of the photos themselves.
- 9. Random Draw and Odds: Within approximately three (3) business days of the end of an Album Month, a random draw will be conducted from all entries received during the Album Month. A total of 102 number of shelters have been invited to participate. Odds of winning depend on the total number of entries received from each participating shelter during the Album Month.

- 10. Winner Confirmation: The Shelter Representative of the shelter selected in the random draw will be notified by e-mail within five (5) business days of the random draw using the email address collected with the photo submission. Sponsor will not be responsible for failed attempts to contact the Shelter Representative including but not limited to if the e-mail is returned as undeliverable or the Shelter Representative cannot be reached by e-mail within five (5) business days of the date the e-mail notification was sent. To be confirmed a winner, the Shelter Representative must (i) reply to the e-mail notification within five (5) business days of the date the e-mail notification was sent; (ii) correctly answer without assistance of any kind, whether mechanical or otherwise, a time-limited, mathematical skilltesting question to be administered by e-mail; (iii) if required by Sponsor, provide proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) and confirmation of the shelter's status as a registered charity; and (iv) be in full compliance with these Official Rules. The Shelter Representative will be required to print, sign and return within the specified time and by e-mail or fax, Sponsor's Declaration of Compliance with the Official Rules / Release of Liability and Consent to Publicity Form ("Prize Form"), which includes, without limitation the Shelter Representative's consent to the use of the submitted photos, his/her name, address (city and province/territory), photograph, image and/or likeness, statements regarding the Contest or the prize, without further notice or remuneration, in connection with any publicity carried out by or on behalf of Sponsor with respect to the Contest including social media platforms. If the Shelter Representative cannot be confirmed a winner as above, then Sponsor will disgualify the entrant and confirm an alternate entrant. The process will repeat until such time as one (1) shelter is confirmed as a winner or there are no more eligible entries, whichever comes first. In such a case, or in the event that the prize can't be awarded, neither the Shelter Representative, the shelter whom he/she/they represents nor any other person, shall have any claim against Sponsor arising out of or connected to the disgualification or any other matter related to the Contest.
- 11. Prize: Ten (10) prizes are available to be won during the Contest Period, one per Album Month, and consists of: (1) a cheque for \$1000 CAD payable to the winning shelter; and (2), if the Shelter representative is from a registered charity, a dedicated fundraiser hosted on Sponsor's Facebook and Instagram pages for approximately three (3) days ("Fundraiser"). Sponsor will match all donations received during the Fundraiser to a maximum of \$2000 CAD. Approximate retail value of the prize is \$1000 CAD for animal shelters that are not registered charities, and the approximate retail value of the prize is up to \$3000 CAD for animal shelters that are registered charities. Actual prize value of the prize for registered charities will vary depending on the donations received during the dedicated fundraiser.
- 12. **Prize Restrictions:** The prize must be accepted as awarded without representation, warranty or guarantee of any kind. No substitution, conversion to cash, or transfer of the prize is permitted except that Sponsor may substitute the prize or a component of the prize with an item of equal or greater value (based on the approximate retail value of the prize as stated in the Official Rules), if the prize or a component of the prize described for any reason. The prize winner is solely responsible for all costs not expressly described as included herein. By accepting the prize, the

confirmed winner agrees to waive all recourse against the Releasees if the prize or a component thereof does not prove satisfactory, either in whole or in part.

Limit on Prizes: only one prize per shelter during the Contest Period.

- 13. Disqualified Entries: In the following circumstances, entries will be judged void and disqualified: entries that do not meet the Submission Criteria, entries that are late, lost, stolen, illegible, damaged, misdirected, mutilated, garbled or incomplete (including but not limited to full name, address or any other information requested), altered or otherwise irregular; entries submitted with an invalid e-mail; entries where the associated full name does not accord with the name of the authorized account holder, defined below, of the e-mail address submitted at the time of entry. Entries must be submitted by an individual entering the contest on behalf of a shelter and not by any other person on his/her/their own behalf.
- 14. Disgualified Entrants: In the following circumstances, entrants will be disgualified and all of their entries will be judged void and disgualified: entries submitted by an individual who is not authorized to represent a participating shelter, entries generated by script, macro, robotic, programmed, or other automated means; entries and/or entrants that do not comply with or satisfy any or all of the conditions set out in these Official Rules including failure to provide Sponsor with proof of identification; entries submitted by unauthorized, prohibited or illicit means; entries that contain false information; entrants who use more than one (1) e-mail address to submit entries; entrants who attempt to earn more than the stated number of entries permitted by the Official Rules; entrants tampering or attempting to tamper with the entry process or the operation of the Contest or the Contest Website; entrants acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other entrant, the independent contest organization, advertising and promotional agencies; Sponsor or Sponsor's representative or agent; entrants attempting to undermine the legitimate operation of the Contest, for example, by cheating, hacking, deception, or other unfair playing practices. If Sponsor or independent contest organization suspects any of these circumstances, the entrant will be contacted as soon as practicable. Any prize inadvertently awarded to a Shelter Representative who ought to have been disqualified by these Official Rules may be reclaimed by Sponsor. All entries become the property of Sponsor upon receipt and none will be returned.
- 15. Entrants' Agreement to Abide by Rules and Decisions: By entering the Contest, entrants acknowledge that they have read and understood the Official Rules, and agreed to abide and be bound by them, and the decisions of the independent contest organization and/or Sponsor, including their decisions regarding the interpretation and application of these Official Rules, made in their sole and absolute discretion, which shall be final and binding with respect to all aspects of the Contest and the awarding of the prize. No correspondence will be entered into except with Shelter Representatives and prize winner.
- 16. **Civil and Criminal Remedies Available to Sponsor:** CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST MAY BE

A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS. SHOULD ANY SUCH ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW AND TO BAN OR DISQUALIFY AN ENTRANT FROM THIS AND FUTURE CONTESTS.

- 17. Release of Liability / Consent to Publicity: By entering, each Shelter Representative releases and holds harmless Sponsor, its affiliated and related companies (including, without limitation, its parent, sister and subsidiary companies), the independent contest organization, advertising and promotional agencies, or other party in any way involved in the development or administration of this Contest, including suppliers of materials or services related to the Contest and all of their respective shareholders, directors, officers, employees, agents, representatives, successors and assigns (collectively, the "Releasees") from any liability of any nature or kind arising out of, or in connection with participation in the Contest or regarding the accepting, arranging, awarding or use of the prize or any portion thereof or this Contest, including as set out below in the Limitation of Liability section.
- 18. Limitation of Liability: The Releasees accept no responsibility for and each entrant releases and holds harmless the Releasees from and against any and all losses, damages, actions, demands, liabilities or claims of whatever nature or kind arising out of, or in connection with the prize or any portion thereof or this Contest. Without limiting the generality of the foregoing, the Releasees will not be responsible for (i) the incorrect or inaccurate capture of entry information; (ii) entries or entrants disgualified for any of these reasons stated in these Official Rules; (iii) any loss, damage, or claims caused by, or in any way related to an awarded prize or the Contest itself; (iv) any failure of the Contest Website during the Contest Period, howsoever caused, including, without limitation, any human or technical errors or malfunctions, lost, delayed or garbled data, transmissions, omissions, interruptions, deletions, defects or failures of any telephone or computer lines or networks, technical malfunctions or technical errors of any computer on-line systems, servers, access providers, computer equipment, software or any combination thereof, 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, without limitation, any injury or damage to an entrant's or any other person's computer related to or resulting from participating in or downloading any material connected to the Contest, all of which may affect a person's ability to participate in the Contest or be awarded a prize; (v) any errors, omissions, incorrect or inaccurate information in any Contest-related materials, including, without limitation, printing or advertising errors or the failure of or problems with any equipment or programming associated with or used in the Contest howsoever caused; or (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise.
- 19. **General:** The Contest is void where prohibited by law and is subject to all applicable federal, provincial/territorial and municipal laws.
- 20. **Rules Govern:** The Contest will be run in accordance with the English Official Rules at royale.ca, which shall prevail, govern and control in the event of any inconsistency with any Contest-related materials including but not limited to French Rules.

- 21. Changes to Contest, Rule, etc.: Sponsor reserves the right to terminate, modify, or suspend the Contest or to amend the Official Rules at any time, without prior individual notice, and for any reason. Without limiting the foregoing, if, for any reason, such as tampering, the Contest does not run as originally planned, Sponsor reserves the right to cancel the Contest and conduct a random draw from all previously received eligible entries.
- 22. Intellectual Property: All intellectual property, including but not limited to trademarks, trade names, designs, Contest materials, web pages, source code, drawings, illustrations, logos, slogans and representations are owned by either Sponsor and/or their respective affiliates or authorized licensors. All rights are reserved. Unauthorized copying or use of any copyrighted materials or intellectual property without the express written consent of its owner is strictly prohibited.
- 23. **Privacy:** Sponsor respects your right to privacy. By entering the Contest and providing your personal information upon entry, you consent and agree to Sponsor's collection and use of the entry information to administer this Contest. Your entry information will be handled according to the privacy policy at <u>www.royale.ca</u>.