

**THIS CONTEST IS OPEN ONLY TO RESIDENTS OF CANADA
AND IS GOVERNED BY CANADIAN LAW**

1. KEY DATES:

The TIMBER MART Win Up To \$5000 Toward Your Enclosure with Sunroom Solutions Contest (the “**Contest**”) begins on May 6, 2020 at 9:00 a.m. Eastern Time (“**ET**”) and ends on September 6, 2020 at 5:00 p.m. ET (the “**Contest Period**”).

2. ELIGIBILITY:

The Contest is open only to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are living, whether related or not) of TIMBER MART Retail Services Ltd. (the “**Sponsor**”), Sunroom Solutions (2550934 Ontario Ltd.), their respective parent companies, subsidiaries, associated and affiliated entities, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”).

3. AGREEMENT TO BE LEGALLY BOUND BY THESE RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”).

4. HOW TO ENTER:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST. There are two (2) ways to enter the Contest, as follows:

PURCHASE: During the Contest Period, visit a TIMBER MART location in Canada and purchase a *Sunroom Solutions* enclosure with Vinyl Pane Windows (an “**Eligible Product**”) using your TIMBER MART credit card (an “**Eligible Transaction**”). **For the avoidance of any doubt: (i) the Eligible Product must have Vinyl Pane Windows – i.e. any Sunroom Solutions enclosure without Vinyl Pane Windows will not qualify as an Eligible Product; and (ii) the entrant is solely responsible for obtaining (as well as any and all costs associated with obtaining) any permits or permissions required to install the Eligible Product.** After completing your Eligible Transaction, you will be issued a receipt (the “**Receipt**”). Next, visit timbermart.ca/sunroom (the “**Website**”) and follow the on-screen instructions to fully complete the entry form via the Website – which, requires you to: (i) enter all required information in the space provided; (ii) upload a copy of your Receipt; and (iii) signify your agreement to be legally bound by the terms and conditions of these Rules. Once you have fully completed the entry form with all required information (including, but not limited to, uploading a copy of your Receipt) and have agreed to the Rules, click the “SUBMIT” button to be eligible to earn one (1) Entry (each, an “**Entry**” and collectively, the “**Entries**”). The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries, Eligible Products, Eligible Transactions and/or entrants. PLEASE RETAIN YOUR ORIGINAL RECEIPT. ALL RECEIPTS ARE SUBJECT TO VERIFICATION.

NO PURCHASE NECESSARY: To obtain one (1) Entry in the Contest without completing an Eligible Transaction, print your first name, last name, telephone number, complete mailing address (including postal code), age and signature on a plain white piece of paper and mail it (in an envelope with sufficient Canadian postage) along with a 50 word or more unique and original essay on the value of a quality sunroom to: 200 Waterfront Drive, Bedford NS, B4V 4J4 (collectively, the “**Request**”). Upon receipt of your Request in accordance with these Rules, you will receive one (1) Entry in the Contest. To be eligible, your Request must: (i) be received separately in an envelope bearing sufficient Canadian postage (i.e. multiple Requests in the same envelope will be void); and (ii) be post-marked during the Contest Period and received prior to the Draw Date (as defined below in Rule 8).

The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries, Requests and/or other information (all of which are/is void).

5. ENTRY LIMIT:

There is a limit of one (1) Entry per person during the Contest, regardless of the method of entry. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry (regardless of the method of entry); and/or (ii) use multiple names, multiple identities, multiple e-mail addresses, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt the Contest; then he/she may be disqualified from this Contest in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of a Contest will be the official time-keeping device(s) of the Sponsor.

6. VERIFICATION:

All Entries, Requests, Receipts, Eligible Transactions, Eligible Products and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Request, Eligible Transaction, Receipt, Eligible Product and/or other information for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeframe specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

7. THE PRIZE:

There will be one (1) Prize (the “**Prize**”) available to be won. The Prize consists of a credit on the confirmed winner’s TIMBER MART credit card account in the amount of the selling price (inclusive of delivery and taxes) (the “**Eligible Transaction Value**”) of the Eligible Product associated with the confirmed winner’s Eligible Transaction – up to a maximum of \$5000 CAD. The approximate retail value of the Prize will therefore differ depending on the Eligible Transaction Value associated with the Eligible Transaction and Eligible Product in question.

In the event the confirmed winner has earned his/her winning Entry by submitting a Request, the value of the Prize will be calculated by the Sponsor, in its sole and absolute discretion, as the median Eligible Transaction Value based on all Eligible Transactions made during the Contest Period. In this circumstance, the Prize will be issued as a cheque payable in the name of the confirmed winner.

Under no circumstances will the value of the Prize exceed \$5000 CAD. If the value of the Prize calculated by the Sponsor (as outlined above) is less than \$5000 CAD, then the confirmed winner will not be entitled to any difference.

Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize with a prize or prizes of equal or greater value.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory.

8. WINNER SELECTION AND ODDS OF WINNING:

On September 18, 2020 (the “**Draw Date**”) in Halifax, NS at approximately 5 p.m. ET, one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules.

9. WINNER NOTIFICATION:

After the Draw Date, the Sponsor or its designated representative will make a minimum of three (3) attempts to contact the eligible winner within five (5) business days of the Draw Date. If the eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible entrant for the Prize from among the remaining eligible Entries in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

10. WINNER CONFIRMATION:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS THE WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS THE WINNER OR AN ELIGIBLE WINNER. BEFORE BEING DECLARED AS THE CONFIRMED PRIZE WINNER, the eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and return within two (2) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible entrant for the Prize from among the remaining eligible Entries in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

11. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial/territorial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR’S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Website or any other website/platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Request, Eligible Transaction, Receipt, Eligible Product and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant’s or any other person’s computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

The Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with each Sponsor’s privacy policy (available at: <http://www.timbermart.ca/privacy-policy>). This section does not limit any other consent(s) that an individual may provide a Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant, Entry, Request, Eligible Transaction, Receipt, Eligible Product and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

FOR RESIDENTS OF QUÉBEC ONLY: *Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.*

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.