

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

**TIMBER MART TOUCHDOWN IN HAMILTON CONTEST**

**1. KEY DATES:**

The TIMBER MART TOUCHDOWN IN HAMILTON Contest (the “**Contest**”) begins on June 28, 2023 at 9:00 AM Atlantic Time (“**AT**”) and ends on August 1, 2023 at 5:00 PM AT (the “**Contest Period**”).

**2. ELIGIBILITY TO ENTER:**

Contest is open to residents of Canada who have reached the legal age of majority in their province/territory of residence; except employees, representatives or agents (and their immediate family members and persons living in the same household, whether related or not) of TIMBER MART Member Services Ltd. (the “**Sponsor**”), CFL Ventures and its affiliates and related entities (including the Canadian Football League, CFL Enterprises L.P., CFL Enterprises G.P. Inc., CFL Holdings G.P. Inc., and CFL Holdings L.P. and member clubs of the Canadian Football League) and each of their respective parent companies, general partners, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies (including, without limitation, Sims Advertising and Revolve) and any other individual(s), entity or entities involved in the development, production, implementation, administration, judging 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. PARTICIPATING LOCATIONS:**

For the purposes of this Contest, you must visit a participating TIMBER MART location in Canada (each, a “**Participating Location**” and collectively the “**Participating Locations**”) during the Contest Period. To find a Participating Location near you and for information on store hours, visit: [timbermart.ca/store-locator](http://timbermart.ca/store-locator).

**5. HOW TO OBTAIN A BALLOT AND ENTER:**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST. To enter, visit a Participating Location during regular store hours and request one (1) Ballot (each, a “**Ballot**”), while supplies last. Alternatively, you can: (i) print a copy of the Ballot by visiting [timbermart.ca/greycup](http://timbermart.ca/greycup) and bring the printed Ballot to a Participating Location; or (ii) scan the QR code within a Participating Location to obtain a virtual copy of the Ballot. Next, fully complete the Ballot with all required information and deposit the fully completed Ballot in the Official Ballot Box provided on-site at a Participating Location (or in the case of a virtual Ballot, submit it online) to earn one (1) Entry (each, an “**Entry**” and collectively, the “**Entries**”) in the Contest. To be eligible, your Entry must be submitted and received in accordance with these Rules during the Contest Period. Only Official Ballots (as determined by the Sponsor in its sole and absolute discretion) will be considered valid for the purposes of this Contest.

**6. ENTRY LIMIT AND CONDITIONS:**

**There is a limit of one (1) Entry per person, per day.** 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 per day; and/or (ii) use multiple names, multiple identities and/or any other means not in keeping with the Sponsor’ interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, shareholders, officers, 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 or incomplete Ballots/Entries (all of which are void). A Ballot/Entry may be rejected if, in the sole and absolute discretion of the Sponsor the Ballot/Entry is not submitted and received in accordance with these Rules during the Contest Period at a Participating Location during regular store hours.

**7. VERIFICATION:**

All Ballots, Entries 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 Ballot, Entry and/or other information entered (or purportedly entered) 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 the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

**8. PRIZE:**

There will be one (1) Prize (the “**Prize**”) available to be won consisting of a trip for the confirmed winner and one (1) guest (the “**Guest**”) to travel to Hamilton Ontario for the purpose of attending the 110th Grey Cup (the “**Game**”). The Game is currently scheduled to take place on **November 19, 2023** – however, the Game date is subject to change. The Prize includes: (i) round trip transportation (economy class) for the

confirmed winner and their Guest to Hamilton Ontario from a Canadian departure location near the confirmed winner's residence (as determined by Sponsor in its sole and absolute discretion); (ii) accommodation for two (2) (double occupancy) for three (3) nights in a hotel or hotels determined by Sponsor in its sole and absolute discretion; (iii) two (2) general admission tickets to the Game (seating level to be determined by the Sponsor in its sole and absolute discretion); and (iv) two (2) general admission tickets to a Grey Cup festival. All travel must take place between **November 15, 2023 and November 25, 2023** (or on such other dates as specified by the Sponsor in its sole and absolute discretion).

Prize has a total approximate retail value of \$6,000 CAD based on a Toronto departure example – although the actual retail value may vary depending on the point of departure. Under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded. Choice of transportation, hotel accommodations (including, without limitation, room size and occupancy) and all other aspects of the Prize are at the sole and absolute discretion of the Sponsor.

The winner is solely responsible for payment of any applicable taxes and reporting any taxable income associated with the Prize.

**IMPORTANT NOTE:** In the event that the confirmed winner resides within a 300 kilometer radius of Hamilton Ontario (as determined by the Sponsor in its sole and absolute discretion), Sponsor will determine, in its sole and absolute discretion, whether or not the Prize will include airline travel, another form of transportation to and from Hamilton Ontario, or reimbursement for certain incurred fuel costs. All decisions of the Sponsor in this regard will be final and binding without right of appeal.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor's option; (iii) all travel related to the Prize must occur within and/or on or before the date or dates specified by the Sponsor (otherwise the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (iv) the confirmed winner and their Guest must have all necessary documentation to permit travel and must travel on the same itinerary as set by or on behalf of the Sponsor; (v) the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner and their Guest, including, without limitation: meals and drinks; gratuities; entertainment; health and travel insurance; transportation for confirmed winner and their Guest to and from the Canadian departure location selected by the Sponsor; additional transportation; baggage and other fees; and items of a personal nature (NOTE: confirmed winner and/or their Guest may be required to present a valid major credit card in their name at the time of hotel check-in to cover any incidental expenses); (vi) if the confirmed winner and/or their Guest do not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vii) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (viii) all travel arrangements relating to the Prize must be made through the Sponsor or its designated agents; and (ix) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

**Guest Requirements:** The confirmed winner's Guest must: (a) either be of the legal age of majority in their jurisdiction of residence or have the express written consent (in form and substance satisfactory to the Sponsor, in its sole and absolute discretion) to accompany the confirmed winner on the Prize trip; and (b) sign (and have their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence) and return the Sponsor's release (by the date indicated on the release form) indicating that they waive all recourse against the Sponsor and all of the other Released Parties relating to their participation in the Prize (including, without limitation, any travel related thereto).

It is strongly recommended and encouraged that the confirmed winner and their Guest obtain sufficient personal travel and medical insurance prior to departure. Transportation is subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations.

The Sponsor and the other Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Prize – including, but not limited to transportation or the Game. Neither the confirmed winner nor their Guest nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. The Sponsor will not replace any lost or stolen tickets. Changes to flights and/or passenger names are not accepted once bookings have been confirmed.

**IMPORTANT NOTE RE: COVID-19: In order to participate in the Prize, the confirmed winner and their Guest will each be required to strictly follow all then current COVID-19 protocols (including, but not limited to, correctly wearing a proper mask, hand sanitization, negative testing, proof of full COVID-19 vaccination status and social distancing if required). Failure of the confirmed winner and/or their Guest to comply with these requirements will result in the inability to participate in the Prize (and will therefore result in forfeiture of the Prize in the sole and absolute discretion of the Sponsor).**

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 and their Guest understand and acknowledge that they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winner agrees to waive all recourse against Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

By entering this Contest and accepting the Prize, the Prize winner agrees to maintain their behaviour in accordance with all applicable laws and generally accepted social practices in connection with participation in any Contest or prize-related activity. The Prize winner understands and agrees that Sponsor or prize providers have the right, in their sole discretion, to disqualify and remove the Prize winner and their Guest from any activity at any time if the Prize winner's or the Guest's behaviour at any point is uncooperative, disruptive, or may or does cause damage to person, property, or the reputation of any Contest Parties or otherwise violates the policies of the prize providers, and in such a case, the Prize winner will still be solely responsible for all expenses related to the prize.

#### **9. ELIGIBLE WINNER SELECTION PROCESS (RANDOM DRAW):**

On August 7<sup>th</sup>, 2023 (the "**Selection Date**") in Halifax, NS at approximately 1:00 p.m. AT, 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. The eligible entrant associated with the first eligible Entry randomly selected will be eligible to win the Prize (subject to compliance with these Rules). All decisions in this regard will be made by the Sponsor in its sole and absolute discretion.

#### **10. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative(s) will make a minimum of three (3) attempts to contact the eligible winner by email or phone within five (5) business days of the Selection Date. If the eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then they 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 randomly select an alternate eligible entrant for the Prize from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 9 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### **11. ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS THE WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS A 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 (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within three (3) 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 Sponsor and all of the other Released Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof (including, without limitation, any travel related thereto); and (iv) agrees to the publication, reproduction and/or other use of their 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 or medium whatsoever, including print, broadcast or the internet.

If the 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 they will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules in accordance with the procedures outlined in Rule 9 and 10 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### **12. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial 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 Sponsor and the other Released Parties will not be liable for: (i) any failures, malfunctions or other problems of any nature whatsoever; (ii) the failure of any Ballot, Entry or other information to be received, captured or recorded for any reason whatsoever; (iii) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (iv) 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, 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. Without limiting the generality of the foregoing, 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 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 the 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 the Sponsor, for purposes of verifying compliance by any entrant, Ballot, Entry and/or other information with these Rules, or as a result of any 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 Quebec residents: *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 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 the 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.