

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

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. CONTEST PERIOD:

TOP SHELF TRIVIA (the “Contest”) begins on December 13, 2023 at 12:00:00 a.m. Eastern Time (“ET”) and ends on January 15, 2024 at 11:59:59 p.m. ET (the “Contest Period”).

2. ELIGIBILITY:

Contest is open only to residents of Canada who have reached the legal age of majority in their province or territory of residence at the time of participation, except employees, representatives or agents (and those with whom such persons are living, whether related or not) of TIMBER MART Member Services Ltd. (the “Sponsor”), its affiliated companies, prize suppliers, advertising/promotion agencies (including, without limitation, Hockey Canada, Sims Advertising and Believeco) and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the “Contest Parties”).

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

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

4. HOW TO PARTICIPATE:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT IN ANY WAY WHATSOEVER INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.

To be eligible to earn an Entry (each, an “Entry” and the “Entries”), visit timbermart.ca/topshelftrivia or timbermart.ca/jeuquestionnairevisezhaut (the “Website”) and follow the on-screen instructions to complete the: (i) online trivia game; and (ii) entry form with all required information. There is no requirement to correctly answer the questions in the trivia game in order to be eligible to earn an Entry. To be eligible, your Entry must be submitted and received in accordance with these Rules during the Contest Period.

5. ENTRY LIMIT AND OTHER PARTICIPATION CONDITIONS:

There is a limit of one (1) Entry per person, per day (defined for the purposes of these Rules as 12:00:00 a.m. ET to 11:59:59 p.m. ET). 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’s 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, 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 Entries (all of which are void).

6. VERIFICATION:

All 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 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.

7. THE PRIZE:

There will be one (1) Grand Prize (the “Grand Prize”) available to be won in this Contest consisting of a trip to the 2025 IIHF World Junior Championship (the “Event”). Grand Prize includes: (i) transportation (economy class) for the confirmed winner and one (1) Guest (the “Guest” – subject to the Guest Requirements below) to Ottawa, Ontario from a Canadian 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 two (2) nights in a hotel or hotels determined by Sponsor in its sole and absolute discretion; (iii) two (2) general admission tickets to three (3) games at the Event (including at least one game for Team Canada – Note: seating level to be determined by the Sponsor in its sole and absolute discretion); (iv) \$500 CAD spending money for the confirmed winner; and (v) a Hockey Canada themed Prize Pack consisting of (a) two (2) customized Team Canada Jerseys – Red Primary (Name and Number); (b) two (2) Hockey Canada Hats; and (c) two (2) Hockey Canada Hoodies.

Grand Prize has a total approximate retail value of \$3,000 CAD based on a British Columbia departure example – although the actual retail value may vary depending on the point of departure and/or other factors. Under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded. Choice of transportation, accommodations (including, without limitation, room size and occupancy), games and all other aspects of the Grand Prize are at the sole and absolute discretion of the Sponsor.

IMPORTANT NOTE: In the event that the confirmed winner resides within a three hundred (300) kilometer radius of Ottawa, 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 Grand Prize will include airline travel, another form of transportation to and from Ottawa, 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 Grand Prize: (i) Grand 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) participation in the Grand Prize must occur within and/or on or before the date or dates specified by the Sponsor (otherwise the Grand 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 (including, but not limited to, a valid passport if required) to permit participation in the Grand Prize and must participate 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 Grand 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 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 Grand 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 Grand Prize or any component thereof; and (b) substitute the Grand 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 arrangements relating to the Grand Prize must be made through the Sponsor or its designated agents; and (ix) by accepting the Grand Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Grand 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 Grand 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 Grand 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, or other transportation restrictions and regulations.

The Sponsor and the other Released Parties will not be responsible in the event the Grand Prize or any portion thereof (including, but not limited to, the Event) is delayed, cancelled, postponed or rescheduled for any reason whatsoever, including, without limitation, by reason of COVID-19.

IMPORTANT NOTE RE: COVID-19: In order to participate in the Grand Prize, the confirmed winner and their Guest will 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). Failure of the confirmed winner and/or their Guest to comply with these requirements will result in the inability to participate in the Grand Prize (and will therefore result in forfeiture of the Grand Prize in the sole and absolute discretion of the Sponsor).

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 Contest Parties will not replace any lost or stolen tickets. Changes to transportation, accommodations and or passenger names are not accepted once bookings have been confirmed.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Grand Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner (and their Guest) understands and acknowledges 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 Grand Prize fail to be fit for its purpose or is in any way unsatisfactory.

8. ELIGIBLE WINNER SELECTION PROCESSES:

On January 18, 2024 (the "**Selection Date**") in Halifax, NS at approximately 1:00 p.m. AT, one (1) eligible winner 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. All decisions in this regard will be made by the Sponsor in its sole and absolute discretion.

9. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative(s) will make a minimum of three (3) attempts to contact the eligible winner 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 Grand 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 which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

10. 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 GRAND 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 Grand 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 Grand 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 Grand 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 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 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 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, in its sole and absolute discretion, 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 the 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, in its sole and absolute discretion, 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, in its sole and absolute discretion, 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, 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.

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.