

## 1. KEY DATES:

THE TIMBER MART 2024 LOCAL LEADERS INITIATIVE (the “**Program**”) is sponsored by TBM Holdco Ltd. (the “**Sponsor**”). The Program Period (“**Program Period**”) for the Program consists of the following periods:

- The Nomination Period for the Program begins on February 14, 2024 at 9:00 a.m. EST and ends on March 14, 2024 at 5:00 p.m. EST (the “**Nomination Period**”);
- The Dealer Voting Period for the Program begins on April 8, 2024 at 9:00 a.m. EST and ends on April 29, 2024 at 5:00 p.m. EST (the “**Dealer Voting Period**”); and
- The Public Voting Period for the Program begins on May 20, 2024 at 9:00 a.m. EST and ends on June 21, 2024 at 5:00 p.m. EST (the “**Dealer Voting Period**”).

## 2. ELIGIBILITY:

- **Eligibility to Make a Nomination:** To be eligible to make a nomination (each, a “**Nomination**”), you must be the authorized representative (the “**Representative**”) of an authorized TIMBER MART dealer (each, a “**Dealer**”) operating in Canada. The Representative must: (a) be a resident of Canada; (b) have reached the legal age of majority in their province or territory of residence; and (c) have the unencumbered authority and permission to legally bind the Dealer – including, without limitation, to these Official Rules and Regulations (the “**Rules**”) and to any other required documentation as contemplated in these Rules.
- **Eligibility to Receive a Nomination:** To be eligible to be receive a Nomination, you must: (a) be a resident of Canada; (b) have reached the legal age of majority in your province/territory of residence at the time of entry, or must be between the ages of sixteen (16) and the legal age of majority in your province/territory of residence (each, a “**Minor**”) provided any such Minor’s parent/legal guardian has consented to their participation in the Program and has accepted and agreed to be legally bound by these Rules on the Minor’s behalf; and (c) not be an employee, representative or agent (or living with any such person, whether related or not) of the Sponsor, a Dealer, or any of their respective parent companies, subsidiaries, associated and affiliated entities, or any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Program (collectively with the Sponsor, the “**Program Parties**”).

**IMPORTANT NOTE:** The Grand Grant recipient from the Timber Mart 2023 Local Leaders Initiative is not eligible to participate in the Program – but will be eligible to participate in future versions of the Program if offered.

**NOTE TO MINORS:** The Sponsor reserves the right, in its sole and absolute discretion, on a random audit basis to contact a Minor’s parent/legal guardian for the purposes of verifying their: (i) agreement to be legally bound by these Rules on the Minor’s behalf; (ii) consent to the Minor’s participation in this Program; and/or (iii) consent to the collection, use and disclosure of the Minor’s personal information. Failure of a Minor’s parent/legal guardian to complete any such required verification to the complete satisfaction of the Sponsor within the time frame specified by the Sponsor may, in the sole and absolute discretion of the Sponsor, result in disqualification of the Minor.

## 3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Program, you (and your parent/legal guardian on your behalf if you are a Minor) are signifying your agreement that you have read and agree to be legally bound by these Rules.

## 4. REGIONS:

For the purposes of this Program, there will be four (4) Regions (each, a “**Region**”) as follows:

<b>Region</b>	<b>Provinces and Territories</b>
West	British Columbia, Alberta, Saskatchewan, Manitoba, Northwest Territories, Nunavut, Yukon
Central	Ontario
Quebec	Quebec
Atlantic	Newfoundland and Labrador, Nova Scotia, Prince Edward Island, New Brunswick

## 5. HOW TO MAKE A NOMINATION:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS PROGRAM. During the Nomination Period, the Representative of a Dealer can make a nomination (each, a “**Nomination**”) by going to (<https://timbermart.ca/en/local-leaders-nominations/>) (the “**Website**”) and following the on-screen prompts to obtain and fully complete the Official Program Survey (the “**Survey**”) with all required information – including, but not limited to: (i) the name of the Dealer; (ii) the email address of the Representative; (iii) the full name and contact details of the eligible individual being nominated (the “**Nominee**”); (iv) the name of the Nominee’s project, program, or initiative (the “**Nominee Initiative**”); (v) a two-hundred and fifty (250) words or less (English or French) biography of the Nominee; (vi) a one-hundred (100) words or less (English or French) description detailing how winning a Grant (as defined below) could impact the Nominee Initiative; and (vii) a photograph [Maximum File Size:10 MB; Acceptable File Types: JPEG, PNG, PDF] that you feel may help support the Nomination. To be eligible, all content and materials associated with your Nomination (collectively, your “**Nomination Materials**”) must: (i) be submitted and received during the Nomination Period; (ii) include all required components and materials noted above; and (iii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 8 (all as determined by Sponsor in its sole and absolute discretion).

## IMPORTANT NOMINATION RULES:

- For the purposes of making a Nomination, try and identify a leader within your community who is making a positive impact through their involvement in a project, program, or initiative. Keep in mind, the goal of the Program is to celebrate and award these passionate volunteers, organizers, and trailblazers who go above and beyond to impact their communities;
- You may only provide information to Sponsor in relation to a Nominee if you have received permission from that person (and their parent/legal guardian on their behalf if they are a Minor) to provide their information to Sponsor;
- The information of the Nominee will only be used by Sponsor for the purpose of administering the Program and will not be added to any direct marketing list or used in any marketing programs without their consent;
- The Nominee may withdraw consent for Sponsor to use their personal information at any time; and
- The same Nominee cannot receive a Nomination across multiple Regions.

## 6. NOMINATION LIMIT AND CONDITIONS:

**A Dealer cannot submit more than one (1) Nomination in relation to the Program.** Having said that, the same Nominee can be nominated by multiple Dealers in accordance with these Rules. 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 use multiple names, multiple identities, multiple email 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 this Program; then they may be disqualified from the Program in the sole and absolute discretion of the Sponsor. The Program 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 Nominations and/or Nomination Materials (all of which are void).

A Nomination may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Nomination (including, but not limited to, any associated Nomination Materials) is not submitted and received in accordance with these Rules during the Nomination Period; and/or (ii) the Nomination Materials accompanying the Nomination are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 8) (all as determined by Sponsor in its sole and absolute discretion).

IMPORTANT NOTE: Individuals may encourage others to submit a Nomination; however, no form of incentive, inducement, prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of receiving such individual's Nomination. In addition, proxy nomination schemes (or anything reasonably resembling a proxy nomination scheme, as determined by Sponsor in its sole and absolute discretion) are hereby expressly prohibited. Any individual or entity determined by the Sponsor and/or its representative(s) to be engaging in any such behaviours and/or in violation of the Sponsor's interpretation of the letter and/or spirit of these Rules (all as determined in the sole and absolute discretion of the Sponsor) will be disqualified.

## 7. VERIFICATION:

All Nominations, Nomination Materials and participants 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 Program; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Nomination, Nomination Materials and/or other information entered (or purportedly entered) for the purposes of this Program; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Program 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 Program will be the official time-keeping device(s) of the Sponsor.

## 8. SUBMISSION REQUIREMENTS:

BY SUBMITTING A NOMINATION, YOU AGREE THAT THE NOMINATION (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE NOMINATION MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR NOMINATION (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE NOMINATION MATERIALS); (II) PARTICIPATION IN ANY PROGRAM-RELATED ACTIVITIES; AND/OR (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES.

By participating in the Program, each Representative hereby warrants and represents that any Nomination Materials they submit:

- i. are original to them and that the Representative has obtained all necessary rights in and to the Nomination Materials for the purposes of entering such Nomination Materials in the Program;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the legal age of majority in their jurisdiction of residence;

- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. are not defamatory, trade libelous or obscene, and further that they will not contain, depict, include, discuss or involve any materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Nomination Materials. Any Nomination Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification – in which case the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Nomination Materials (and therefore the corresponding Nomination and/or the associated Nominee) – to help ensure that the Program is being conducted in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules.

## **9. LICENSE:**

By entering the Program and submitting a Nomination, each Representative: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their Nomination Materials (and each component thereof), in whole or in part, for advertising or promoting the Program or for any other reason; (ii) waives all moral rights in and to their Nomination Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Nomination Materials); and (iii) agrees to release and hold harmless the Sponsor and all of the other Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of their Nomination Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

## **10. GRANTS:**

There will be a total of thirteen (13) Grants (each, a “**Grant**”) available to be awarded as follows:

### **Grand Grant (1):**

There will be one (1) Grand Grant (the “**Grand Grant**”) available to be awarded. The Grand Grant is not dependent on Region and consists of \$10,000 CAD (payable in the form of a cheque).

### **Finalist Grants (12):**

There will be a total of twelve (12) Finalist Grants (each, a “**Finalist Grant**”) available to be awarded. There will be three (3) Finalist Grants awarded per Region, as follows:

- First Place: \$8,000 CAD (payable in the form of a cheque);
- Second Place: \$1,000 CAD (payable in the form of a cheque); and
- Third Place: \$1,000 CAD (payable in the form of a cheque);

The following conditions apply to all Grants:

- If the Grant recipient is a Minor, then the Grant will be awarded to their parent/legal guardian only. Grants will not be awarded directly to Minors.
- Each Grant recipient will be required to file a report with the Sponsor three (3) months following the awarding of the Grant – where such report shall detail the manner in which the Grant was spent on the Grant recipient’s Nominee Initiative.
- To the fullest extent permitted by applicable law, each confirmed Grant recipient 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 applicable Grant fail to be fit for its purpose or is in any way unsatisfactory.
- Each Grant 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 at any time to: (a) place reasonable restrictions on the availability or use of the Grant or any component thereof; and (b) substitute the Grant or a component thereof for any reason with another item or items of equal or greater retail value.
- There is a limit of one (1) Finalist Grant per Nominee. The recipients of a First Place Finalist Grant remain eligible to be awarded the Grand Grant. Second Place and Third Place Finalist Grant recipients are not eligible to win the Grand Grant.

## **11. ELIGIBLE RECIPIENT SELECTION PROCESS:**

### **Stage One – Dealer Voting to Select One (1) Finalist per Region:**

In each Region, each Nomination for that Region will be posted on an internal website during the Dealer Voting Period. The Representative of each Dealer will be able to vote (each, a “**Dealer Vote**” and collectively, the “**Dealer Votes**”) for their favourite Nomination.

**VOTING LIMIT:** There is a strict limit of one (1) Dealer Vote per Dealer. For the avoidance of any doubt, this means that the same Dealer cannot submit more than one (1) Dealer Vote per day during the Voting Period.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that attempts were made by anyone to: (i) submit more than one (1) Dealer Vote per Dealer; (ii) use multiple names, multiple identities, multiple email 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 submit Dealer Votes; (iii) engage in any form of systematic voting from the same computer/IP address; and/or (iv) engage in any form of proxy voting scheme; then it may result in the disqualification, in the sole and absolute discretion of the Sponsor, of the Dealer Votes and/or Nomination to which such Dealer Votes relate. Any Dealer Votes determined by Sponsor, in its sole and absolute discretion, to be in violation of the Sponsor's interpretation of the letter and/or spirit of these Rules (including, without limitation, Dealer Votes that cannot be validated in accordance with these Rules to the complete satisfaction of Sponsor) are subject to disqualification in the sole and absolute discretion of the Sponsor.

On April 30th, 2024, in Halifax at approximately 1:00pm AST, the Sponsor will tabulate the final number of eligible Dealer Votes submitted and received during the Dealer Voting Period in accordance with these Rules. In relation to each Region, the Nominee that received the highest number of eligible Dealer Votes during the Dealer Voting Period (as determined by the Sponsor in its sole and absolute discretion) will be selected as the eligible First Place Finalist for that Region. In relation to each Region, the Nominees that received the second and third highest number of eligible Dealer Votes during the Dealer Voting Period (as determined by the Sponsor in its sole and absolute discretion) will be selected as the eligible Second Place and Third Place Finalists, respectively, for that Region. Odds depend on the number of eligible Dealer Votes submitted and received in each Region during the Dealer Voting Period in accordance with these Rules.

**NO ONE IS A FINALIST UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS A FINALIST IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED FINALIST ("Finalist"),** each eligible Finalist 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 have their parent/legal guardian sign if they are a Minor) and return within five (5) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms continuing compliance with these Rules; (ii) acknowledges acceptance of the applicable Finalist Grant (as awarded); and (iii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with the awarding and use/misuse of the applicable Finalist Grant or any portion thereof.

Each confirmed First Place Finalist will receive one (1) \$8000 CAD Finalist Grant. Each confirmed Second Place Finalist will receive one (1) \$1000 CAD Finalist Grant. Each confirmed Third Place Finalist will receive one (1) \$1000 CAD Finalist Grant.

If an eligible Finalist: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Program documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Finalist Grant (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.

#### **Stage Two – Public Voting to Select One (1) Recipient:**

Each First Place Finalist's Nomination will be posted on the Website during the Public Voting Period. Members of the public will be able to visit the Website and vote (each, a "**Public Vote**" and collectively, the "**Public Votes**") for their favourite Finalist. For the avoidance of any doubt, only the First Place Finalist from a Region will be eligible to participate in Stage 2 of the selection process. Second Place and Third Place Finalists are not eligible to participate in Stage 2 of the selection process or to be the recipient of the Grand Grant.

**VOTING LIMIT:** There is a strict limit of one (1) Public Vote per person, per day (defined for the purposes of these Rules as 12:00:00 a.m. EST to 11:59:59 p.m. EST). For the avoidance of any doubt, this means that the same person cannot submit a Vote more than one (1) time per day during the Public Voting Period.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that attempts were made by anyone to: (i) submit more than one (1) Public Vote per person, per day (defined for the purposes of these Rules as 12:00:00 a.m. EST to 11:59:59 p.m. EST); (ii) use multiple names, multiple identities, multiple email 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 submit Public Votes; (iii) engage in any form of systematic voting from the same computer/IP address; and/or (iv) engage in any form of proxy voting scheme; then it may result in the disqualification, in the sole and absolute discretion of the Sponsor, of the Public Votes, Nomination and/or Finalist to which such Public Votes relate. Any Public Votes determined by Sponsor, in its sole and absolute discretion, to be in violation of the Sponsor's interpretation of the letter and/or spirit of these Rules (including, without limitation, Public Votes that cannot be validated in accordance with these Rules to the complete satisfaction of Sponsor) are subject to disqualification in the sole and absolute discretion of the Sponsor.

On June 24th, 2024, in Halifax at approximately at 1:00pm AST, the Sponsor will tabulate the final number of eligible Public Votes submitted and received during the Public Voting Period in accordance with these Rules. The Finalist that received the highest number of eligible Public Votes during the Public Voting Period (as determined by the Sponsor in its sole and absolute discretion) will be selected as the eligible recipient of the Grand Grant. Odds depend on the number of eligible Public Votes submitted and received during the Public Voting Period in accordance with these Rules.

**NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS THE WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS THE CONFIRMED GRAND GRANT 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 have their parent/legal guardian sign if they are a Minor) and return within five (5) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms continuing compliance with these Rules; (ii) acknowledges acceptance of the Grand Grant (as awarded); and (iii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with the awarding and use/misuse of the Grand Grant or any portion thereof.

If the eligible recipient of the Grand Grant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Program

documents within the specified time; (c) cannot accept (or is unwilling to accept) the Grand Grant (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.

**Rules Applicable to all Voting:**

All Dealer Votes and Public Votes (collectively, a “Vote” and the “Votes”) 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 (in a form acceptable to the Sponsor): (i) for the purposes of verifying the eligibility and/or legitimacy of any Vote or other information entered (or purportedly entered) for the purposes of this Program; and/or (ii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Program in accordance with 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 of the applicable Vote(s) that cannot be verified to the complete satisfaction of the Sponsor.

**IMPORTANT NOTE:** Individuals may encourage others to vote for a Nomination (e.g. via various social media sites and platforms); however, no form of incentive, inducement (including, without limitation, reciprocal voting sites and/or services), prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of receiving such individual’s Vote for any Nomination. In addition, proxy voting schemes (or anything reasonably resembling a proxy voting scheme, as determined by Sponsor in its sole and absolute discretion) are hereby expressly prohibited. Any individual determined by the Sponsor and/or its representative(s) to be engaging in any such behaviours and/or in violation of the Sponsor’s interpretation of the letter and/or spirit of these Rules (all as determined in the sole and absolute discretion of the Sponsor) will be disqualified, and the corresponding Votes, Nomination and/or Finalist is/are subject to disqualification in the sole and absolute discretion of the Sponsor.

**IMPORTANT NOTE:** JUST BECAUSE A NUMBER OF VOTES APPEARS ON A LEADERBOARD OR OTHERWISE DOES NOT MEAN THAT THE NOMINEE ASSOCIATED WITH THOSE VOTES IS OR WILL BE THE RECIPIENT OF A PARTICULAR GRANT. ANY OR ALL VOTES MAY BE VERIFIED BY THE SPONSOR IN ITS SOLE AND ABSOLUTE DISCRETION AT ANY TIME AND FOR ANY REASON. ANY SUCH PUBLIC DISPLAY OF VOTES IS FOR ENTERTAINMENT PROPOSES ONLY. ONLY THE SPONSOR CAN DEEM AN ENTRANT TO BE AN ELIGIBLE RECIPIENT.

Votes from the Dealer Voting Period do not carry forward to the Public Voting Period.

Any ties based on Votes will be broken by random draw from among those that are tied.

**12. GENERAL CONDITIONS:**

This Program is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Program are final and binding on all participants without right of appeal.

**ANY INDIVIDUAL OR ENTITY 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 or platform during the Program; (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 Nomination, Nomination Materials, Vote(s) 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 participant’s or any other person’s computer or other device related to or resulting from participating in the Program; (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, in its sole and absolute discretion, to withdraw, amend or suspend this Program (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 Program 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 Program 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, in its sole and absolute discretion, to cancel, amend or suspend this Program, 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 Program, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Program and in accordance with Sponsor’s privacy policy (available at: <https://timbermart.ca/en/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 Program mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any participant, Nomination, Nomination Materials, Vote(s) 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 Program 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 Program-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 Program 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 Program.