# **OFFICIAL CONTEST RULES**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

## 1. KEY DATES:

The 2024 "PPG Sico Facebook Giveaway" Contest (the "Contest") begins on April 30, 2024 at 10:00:00 a.m. ET and ends on May 2, 2024 at 11:59:59 p.m. ET (the "Contest Period").

The Contest Period will consist of one (1) daily entry period ("**Daily Entry Period**"), as outlined in the following table:

Daily Entry Period	Open 10:00:00 a.m. ET/ Close 11:59:59 p.m. ET
1	April 30, 2024 - May 2, 2024

## 2. ELIGIBILITY TO ENTER:

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 (current and retired, and those with whom such persons are living, whether related or not) of PPG Industries Ohio, Inc. (the "Sponsor"), TBM Holdco Ltd. (the "Prize Provider") and each of their respective members, dealers, distributors, representatives, agents, sponsors, parent companies, subsidiaries, affiliates, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfilment of the Contest (collectively, 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 these Official Rules and Regulations (the "Rules").

## 4. FACEBOOK NOT INVOLVED:

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook (the "Social Platform"). The Social Platform is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Prize Provider and not to the Social Platform. You may only use one (1) Facebook account (each, an "Account" and collectively the "Accounts") to participate in this Contest. To be eligible to earn an Entry (each, an "Entry" and collectively, the "Entries") in this Contest, your applicable Account must be set to allow your Entry to be viewed by the public and receive direct messages from the Prize Provider

## 5. HOW TO ENTER:

No purchase necessary. At the start of the Daily Entry Period, at approximately 10:00 a.m. ET, the Prize Provider will post a unique Contest post on the Prize Provider's Facebook page at [www.facebook.com/TimbermartCanada] (the "Prize Provider's Page"). To earn one (1) Entry, you must log-in to your Facebook Account and visit the Prize Provider's Page during a Daily Entry Period. Next, locate the Contest Post that has been posted on the Prize Provider's Page by or on behalf of the Sponsor during the corresponding Daily Entry Period. After locating the applicable Daily Contest Post, provide a comment on the Daily Contest Post that: (i) states your favourite PPG Sico colour scheme (the "Theme"). When all required steps of the entry process are complete, you will automatically be eligible to earn one (1) Entry in the Contest.

To be eligible, all content and materials associated with your Entry (regardless of the method of entry) (collectively, the "Entry Materials") must: (i) be submitted and received in accordance with these Rules during the corresponding Daily Entry Period; (ii) include all required components and materials noted above; (iii) reflect the Theme; (iv) be in accordance with these Rules, including, but not limited to, the specific Participation Requirements listed below in Rule 8; and (v) be in accordance with the applicable terms, rules, policies and guidelines of the Social Platform (the "Social Platform Rules") (all as determined by Prize Provider in its sole and absolute discretion).

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.

# 6. ENTRY LIMIT AND CONDITIONS:

There is a limit of one (1) Entry per person per day in the Daily Entry Period. If it is discovered by the Prize Provider (using any evidence or other information made available to or otherwise discovered by the Sponsor and / or Prize Provider) that any person has attempted to: (i) exceed any of the limits stated in these Rules; (ii) use multiple comments, use multiple names, multiple identities, multiple e-mail addresses, multiple Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Contest; and/or (iii) disrupt or participate in the Contest in any other fraudulent or misleading way, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Prize Provider. The Contest Parties, Facebook Inc., 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 and/or Entry Materials (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Prize Provider: (i) the Entry (including, but not limited to, any associated Entry Materials) is not submitted and received in accordance with these Rules during a Daily Entry Period; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Rules (including, but not limited to, the specific Participation Requirements listed below in Rule 8) and/or the Social Platform Rules (all as determined by Prize Provider in its sole and absolute discretion).

## 7. VERIFICATION:

All Entries (including without limitation, comments), Entry Materials and entrants are subject to verification at any time and for any reason. The Prize Provider reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Prize Provider—including, without limitation, government issued photo identification): (i) for the purposes of verifying an entrant's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Materials and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Prize Provider deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Prize Provider within the timeline specified by the Prize Provider may result in disqualification in the sole and absolute discretion of the Prize Provider. The sole determinant of the time for the purposes of the Contest will be the official time-keeping device(s) used by the Prize Provider.

# 8. PARTICIPATION REQUIREMENTS:

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, A PRIZE (INCLUDING ANY USE OR MISUSE OF THE APPLICABLE PRIZE, AND ANY TRAVEL RELATED THERETO). 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 AND/OR THE SOCIAL PLATFORM RULES (AS APPLICABLE). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

By participating in the Contest, each entrant hereby warrants and represents that any Entry Materials he/she submits:

- i. does not contain images or likenesses of brands or products which are competitors of the Sponsor;
- ii. is/are original to him/her and that the entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- iii. does not violate any law, statute, ordinance or regulation;

iv. does 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 age of majority in their jurisdiction of residence;

v. 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

vi. is/are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor and Prize Provider); that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Prize Provider (e.g. any clothing worn and/or products appearing in your Entry Materials must not contain any visible logos, trade-marks or other third party materials unless the appropriate consents have been obtained --note: all identifiable third party products, trade-marks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Prize Provider in its sole and absolute discretion.

The Prize Provider and/or its promotional agency or designated content moderator (the "Reviewer") reserves the right to screen all Entry Materials. Any Entry 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. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Prize Provider reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Entry and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Rules.

# 9. LICENSE:

By entering the Contest and submitting an Entry, each entrant: (i) without limiting the Social Platform Rules, as applicable, grants to the Prize Provider, in perpetuity, a worldwide, non-exclusive, worldwide license to publish, display, reproduce, modify, edit, make available, communicate to the public by telecommunication and otherwise use his/her Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason in any type of media; (ii) waives

all moral rights in and to his/her Entry Materials (and each component thereof) in favour of the Prize Provider (and anyone authorized by the Prize Provider to use such Entry Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry 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. PRIZES:

There is one (1) prize available to be won at the start of the contest period (a "**Prize**"), as follows:

Daily Entry Period	Prize Description	Quantity	Approximate Retail Value
1	\$250 TIMBER MART Gift Card	One (1)	\$250.00 (CAD)

The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Prize Provider in its sole and absolute discretion). No substitutions are permitted, except at Prize Provider's option. The Prize Provider reserves the right to substitute the Prize in whole or in part in the event that all or any component of such Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Prize Provider's sole discretion, a cash award. All characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Prize Provider's sole and absolute discretion. The Prize winner is solely responsible for all costs not expressly described herein. The confirmed winner is prohibited from profiting from the sale of Prize merchandise.

IMPORTANT NOTE: Subject as hereinafter provided, the confirmed Prize winner will be required to pick up his/her Prize from the TIMBER MART store location closest to his/her place of residence (as determined by the Prize Provider in its sole and absolute discretion) within the timeline specified by the Prize Provider. Failure to pick up the Prize as directed within the timeline specified by the Prize Provider may result in disqualification, in the sole and absolute discretion of the Prize Provider. In the event of such disqualification, the Prize Provider reserves the right, in its sole and absolute discretion, to randomly select an alternate potential Prize winner in accordance with the procedure outlined below. The Prize Provider reserves the right, in its sole and absolute discretion, to arrange for curbside Prize pick up at the selected TIMBER MART store location, or to arrange an alternate store location for or method of Prize delivery in the event that a confirmed winner is unavailable or unable to pick up his/her Prize from the selected TIMBER MART store location. As applicable, the Released Parties are not responsible for any delay in the delivery of the Prize for any reason whatsoever (including without limitation, due to health risks or governmental restrictions, such as those that may be implemented to mitigate COVID-19 transmission). No confirmed winner nor any other person or entity will be compensated in the event of such delay.

## 11. ELIGIBLE WINNER SELECTION PROCESS:

On the one (1) draw date listed in the following table at 10:00 a.m. ET in Burlington, Ontario, one (1) Entry will be selected by random draw from amongst all eligible Entries submitted and received in accordance with these Rules during the corresponding Daily Entry Period.

Daily Entry Period	Draw Date
1	May 3, 2024

The odds of winning depend on the number of eligible Entries received for the applicable Daily Entry Period. In the event a potential Prize winner is disqualified for failing to comply with these Rules, as determined by the Prize Provider at its sole discretion, the Prize Provider reserves the right to select an alternate eligible entrant through a random draw from among the remaining applicable eligible Entries received, in accordance with the procedure outlined above (as determined by the Prize Provider at its sole discretion). There is a limit of one Prize per entrant/Account in the Contest.

# 12. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Prize Provider or its designated representative will make a minimum of three (3) attempts to contact each potential winner by Facebook direct message within two (2) days of the applicable Draw Date. If the potential winner cannot be contacted within such time period, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Prize Provider, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Prize Provider reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Prize winner from among the remaining applicable eligible Entries received, in accordance with the procedure outlined above (in which case the foregoing provisions of this section shall apply to such newly selected potential winner). Each selected entrant is solely responsible for ensuring his/her Account settings are set to be able to receive notification messages, monitoring his/her Account for such notification messages and following all instructions contained in such notification messages, failing which, he/she may be disqualified (as determined by the Prize Provider at its sole discretion).

## 13. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE PRIZE PROVIDER OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. Before being declared A CONFIRMED PRIZE winner, each potential 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 Prize Provider, be administered online, by email or other electronic means, by telephone, or in the Prize Provider's form of declaration and release); and (b) sign and return within two (2) business days of notification the Prize Provider'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, including any travel related thereto; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials or any portion(s) thereof; and (v) agrees to the publication, reproduction and/or other use of his/her name, address, 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 Prize Provider in any manner or medium whatsoever, including print, broadcast or the internet, worldwide and in perpetuity.

If a potential 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 Prize Provider in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Prize Provider reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Prize winner in accordance with the procedure outlined above, with the necessary amendments (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

## 14. GENERAL CONDITIONS:

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

The Released Parties will not be liable for: (i) any failure of any website or 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, direct message 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.

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

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, the Prize Provider's Page, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Prize Provider, 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, Prize Provider 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 the Contest.