

PUROLATOR INC.

HOLIDAY BOX INSTAGRAM CONTEST

OFFICIAL CONTEST RULES

BY PARTICIPATING IN THIS CONTEST, EACH ENTRANT AGREES TO BE BOUND BY THESE OFFICIAL CONTEST RULES.

1. **CONTEST PERIOD.** The Purolator Holiday Box Instagram Contest (the “**Contest**”) commences at 12:00:01 A.M. Eastern Standard Time (“**EST**”) on December 1, 2021 and ends at 11:59:59 P.M. EST on December 15, 2021 (the “**Contest Period**”).

The Contest is sponsored and administered solely by Purolator Inc. (“**Purolator**”) and is no way sponsored, endorsed or administered by, or associated with Instagram or Visa. Purolator shall be solely responsible for the delivery of the Prize (described in Rule 6 below) to the finalized and confirmed winner. Purolator’s computer is the official clock of the Contest. Any entries received after the end of the Contest Period shall be void.

2. **ELIGIBILITY.** The Contest is only open to individuals who: (a) are resident in a Canadian province at the time of entry, with the exception of Quebec (as noted below); (b) have a public Instagram account; (b) have reached the age of majority in their Canadian Province of residence at the time of entry; and (c) are a resident at the time of entry in the Province of Ontario (each an “**Entrant**”).

This Contest is not open to: (i) Purolator, employees, officers, directors, representatives or agents of Purolator or its parent company, affiliates or subsidiaries (altogether, the “**Released Parties**”); (ii) the spouse and any member of the immediate family of the Released Parties; (iii) any person who resides or is domiciled with any person described in Rules 2(i) or (ii); and (iv) residents of Quebec. For the purposes of these Official Contest Rules (the “**Rules**”), “immediate family” means mother, father, grandmother, grandfather, daughter, son, sister and brother (including step-, half- or adopted).

3. **NO PURCHASE ENTRY**

A. The eligible Entrant must independently complete the following steps within the Contest Period:

- i. Follow Purolator Inc. on Instagram (@purolatorinc);
- ii. Follow any one of the 12 artists accounts (@tierneymilne, @deepcuts, @drencielos, @kate.anfilova, @lilyetayl, @morganzoeartist, @ininthelandofray, @annisydesigns, @emilykewageshig, @reneelaprisearts, @emilyonly.desingco, @monimeInychuk) ; and
- iii. Tag one other Instagram user in the comments of one of the 12 **Contest** posts.

Once the above steps are completed, the Entrant will receive one (1) “**Entry**” into the Prize draw for this Contest (described in Rule 5 below). One Entry per Instagram account.

All other entries on behalf of that particular Instagram account will be void.

All Entries will be declared invalid if they are late, ineligible, incomplete, damaged, irregular, forged, garbled or mechanically or electronically reproduced. If it is discovered by Purolator (using any evidence or other information made available to, or otherwise discovered by, it) that any individual has attempted to use (or attempt to use) multiple names, identities, Instagram accounts and/or automated, macro, script, robotic or other system(s) or program(s) to participate in or disrupt this Contest, s/he may be disqualified from the Contest and from any future contests of Purolator, in the sole discretion of Purolator.

If, at any time during the Contest Period and prior to awarding any Prize, Purolator discovers that an Entrant has attempted to register for this Contest other than in accordance with this Rule 3, that Entrant may be disqualified from the Contest at the sole discretion of Purolator.

Purolator reserves the right, in its sole discretion, to require proof of identity and/or eligibility (in a form acceptable to it, 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 an Entry entered or purportedly entered; (iii) for verifying the identity and/or eligibility of a potential Prize winner; and/or (iv) for any other reason it deems necessary, in its sole discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the satisfaction of Purolator in a timely manner may result in disqualification of the Entrant.

4. **POSTING GUIDELINES.** An Entrant who posts messages relating to the Contest on their Instagram accounts are solely responsible for any content they post which is not part of the 12 Holiday Box Posts. However, Purolator requires that all posts/comments/shares/reposts comply with the following guidelines:
- i. Entrants must be respectful and courteous. Use appropriate language and etiquette. And must not use language that may contain statements that may be offensive, vulgar, obscene, sexually explicit, unlawful, threatening, contains personal attacks, or is harassing, discriminatory, libelous and/or defamatory;
 - ii. The content of any posts/comments/shares/reposts should be created by the Entrant. Nothing should be included in posts/comments/shares/reposts that infringe upon the copyright, trademark, publicity rights or other rights of a third party, unless the Entrant has first obtained consent from the owner of such materials;
 - iii. Posts/comments/shares/reposts that in any way refer to Purolator's competitors, the state of their business and their business practices are not permitted; and
 - iv. Entrants should respect their audience and show proper consideration for others' legal rights, including privacy. Entrants should protect themselves, and should not include any personal information, such as phone numbers and email addresses, or the personal information of others in their posts/comments/shares/reposts unless they have permission or consent.
5. **PRIZE.** There is one (1) prize available to be awarded to the selected Entrant, consisting of:
- (i) One (1) Visa Pre-Paid Gift Card Valued at \$500

The odds of winning the Prize will depend upon the total number of eligible Entries received during the Contest Period. Limit of one (1) Prize per selected Entrant.

The Prize, as described above, may not be exchanged for cash (other tender or otherwise), is non-transferable, non-refundable, non-salable, and must be accepted as awarded. Purolator reserves the right, in its sole and absolute discretion, to substitute a Prize, or any portion thereof, with a prize of equal or greater value for any reason without prior notice or liability. In the event that a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash, other tender or otherwise and the winner is not entitled to any difference between the actual retail value of the substitute prize and the value of the Prize stated herein. By accepting the Prize (or substitute prize), the winner agrees to waive all recourse against Purolator (as hereinafter defined) if the Prize (or substitute prize) or a component thereof, including any use or mis-use of the Prize (or substitute prize), does not prove satisfactory, either in whole or in part.

All incidental costs and expenses associated with the Prize that are not specifically referred to herein are not included and are the sole responsibility of the Prize winner. Purolator reserves the right, in its sole discretion, to not cover any costs or expenses incurred by a Prize winner. If the Prize winner does not utilize any part of the Prize, then any such part not utilized will be forfeited in its entirety and nothing will be substituted in its place.

6. **PRIZE DRAW.** One (1) random draw from among all eligible Entries received during the Contest Period will be made to select the potential Prize winner and will be held on December 16, 2021 on or

about 10:00:00 A.M. EST the “**Prize Draw**”), in accordance with the Rules. Purolator reserves the right to reschedule the Prize Draw at any time and for any reason without prior notice.

The selected Entrant for the Prize will be contacted by Purolator by Instagram private message within five (5) business days of the Prize Draw. In the event that a selected Entrant cannot be contacted by private message after three (3) attempts within ten (10) business days of the Prize Draw, Purolator reserves the right to disqualify the selected Entrant and such selected Entrant will be deemed to have forfeited his/her entitlement to receive the Prize, at which time an alternate Entrant may be selected by random draw from the remaining eligible Entries in the same manner as described above. Purolator will not be responsible for any failed attempts to contact a selected Entrant and shall have no liability towards any selected Entrant(s) who could not be contacted in accordance with these Rules.

7. **PRIZE AWARDING.** In order to be declared a winner and awarded the Prize, the selected Entrant must comply with these Rules, correctly answer a time-limited, multi-step mathematical skill-testing question without human, electronic, mechanical or other assistance and sign and return the Official Contest Declaration and Release Form (the “**Declaration and Release**”), and any other documentation that may reasonably be required, to a Purolator representative by email (email address to be provided).

The Declaration and Release will, among other things: (i) confirm compliance with these Rules; (ii) contain the mathematical skill-testing question; (iii) release and forever discharge, as well as indemnify and hold harmless, the Released Parties from all losses, damages, rights, claims and actions of any kind arising in connection with: (a) the Prize winner and their participation in the Contest; (b) the acceptance, possession or use of the Prize awarded in this Contest, including, without limitation, personal injury, death and property damage, and claims based on publicity rights, defamation, invasion of privacy or anti-spam violations; and (c) the administration of the Contest, including, without limitation, the selection of the Prize winner or the distribution of the Prize awarded in this Contest; and (iv) give consent to Purolator, at its option, to publish or otherwise use the Prize winner's first and last name, city and province/territory of residence, without compensation, for any publicity, advertising or informational purposes in respect of this Contest and future similar contests, throughout the world in perpetuity, without future notice.

If a selected Entrant provides an incorrect answer to the skill-testing question and/or Purolator has not received a completed and returned Declaration and Release within five (5) days of contacting the selected Entrant, or within such later period of time, if any, as may be permitted by Purolator, Purolator reserves the right to declare the selected Entrant's Entry void and such Entrant will be deemed to have forfeited his/her entitlement to receive the Prize and an alternate Entrant may be selected by random draw in the same manner as described in the “Prize Draw” section above.

The Declaration and Release cannot be amended or altered in any way, and must be signed and returned by the selected Entrant without any changes to its terms. Any changes to the terms of the Declaration and Release shall result in disqualification of the selected Entrant at Purolator's sole discretion. If a selected Entrant elects to amend, alter or change any of the terms, or if s/he refuses to sign, or return, the Declaration and Release without any changes, alternations or amendments, the selected Entrant hereby agrees that the selected Entrant's Entry shall be declared void by Purolator, and an alternate Entrant may be selected by random draw in the same manner as described in the “Prize Draw” section above.

Purolator will contact the selected Entrant following receipt of their unaltered and signed Declaration and Release containing the correct answer to the skill-testing question in order to arrange for delivery of their Prize.

8. **LIMITATION OF LIABILITY AND INDEMNITY.** By participating in the contest, each Entrant releases, forever discharges, indemnifies and holds harmless the Released Parties against any and all liability, including any and all losses, rights, claims, actions and damages (including any special, incidental or consequential damages) of any kind, or any other injury, whether due to negligence or otherwise, to person(s) or property (including, without limitation, personal injury, death, property damage, violation of any personal rights, such as violation of right of publicity, privacy, defamation) or copyright infringement, trademark infringement or any other intellectual property related cause of action, due in whole or in part, directly or indirectly, including to (a) participation in the Contest, generally, and/or from the materials they post/comment/share/repost/like or participation in any other contest-related or

prize-related activity, (b) the receipt, enjoyment, participation in, use or misuse, of any contest or prize-related activity, whether hosted by Purolator or a third party, or (c) the administration of the Contest, including, without limitation, the selection of the prize winner or the distribution of the prize awarded in this contest. All decisions respecting any matters relating to the contest will be made in the sole discretion of Purolator and all such decisions shall be final and binding on all entrants. **APPLICABLE LAWS.** This Contest is subject to all federal, provincial and municipal laws and regulations. Void where prohibited by law. Any proceedings relating to the subject matter of the Contest shall be commenced in the City of Toronto, Ontario.

9. **TAX INFORMATION.** Liability for any applicable taxes (including income and withholding tax) imposed by any government, if any, on any Prize won is the sole responsibility of the winner of such Prize.
10. **DATA PROTECTION AND ANTI-SPAM NOTICE.** By entering this Contest, Entrants expressly consent to the collection and use of their personal information by Purolator for the purposes of administering the Contest and awarding the Prize. The personal information of Contest Entrants will not be used for any purpose other than in connection with this Contest without consent. The selected Entrant who receives the Prize, consents to the publication and/or use of their personal information by Purolator, without compensation, for any publicity, advertising or informational purposes in respect of this Contest and future similar contests, throughout the world in perpetuity, without future notice. Individuals seeking to remove consent can do so by messaging @purolatorinc on Instagram. Purolator's Privacy Statement is available at www.purolator.com.
11. **RIGHT TO CHANGE, CANCEL OR AMEND.** Purolator reserves the right, in its sole discretion, to change the terms of, cancel or suspend this Contest without notice or liability, if it determines that the Contest is not capable of being administered as planned, there is something that, in its opinion, affects the security, fairness, integrity, or proper administration of the Contest or for any other reason it deems in its sole discretion. If the Contest is cancelled, no Prize will be awarded.
12. **ADDITIONAL TERMS.** By entering this Contest, Entrants agree to comply with, and abide by, these Rules, including the eligibility requirements. All decisions respecting any matters in relation to the Contest will be made in the sole discretion of Purolator and all such decisions shall be final and binding on all Entrants. Non-compliance with these Rules shall result in disqualification or removal from this Contest at the sole discretion of Purolator.

If there is, as a result of any error, mistake or glitch, more potential winners than contemplated in these Rules, Purolator reserves the right to hold a random draw amongst all claimants of a prize in order to award the correct number of prizes, which is limited to one (1) for this Contest. In such an event, Purolator will not be liable, in any respect, to any claimants of a prize for any reason whatsoever.

The following are prohibited and will result in automatic disqualification from the Contest: (1) use of any method that artificially increases the odds of winning; (2) non-compliance with these Rules; and (3) any other act which Purolator determines, in its sole discretion, undermines the legitimate operations of the Contest. Any attempt to damage the Purolator Instagram page or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws and, should such an attempt be made, Purolator reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

All Entries are subject to verification by Purolator and will be declared invalid if they are found to be forged, incomplete, falsified, altered or tampered with in any way.

The Rules are available at <https://bit.ly/3rkNhFQ> during the Contest Period. In the event of any discrepancy or inconsistency between these Rules and any disclosures or other statements provided by Purolator representatives or contained in any Contest-related materials, including, but not limited to, print or online communications, these Rules shall prevail, govern and control.

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