



EARLTON TIMBER MART UGLY DECK CONTEST

OFFICIAL CONTEST RULES

No Purchase Necessary

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

1. KEY DATES:

The 2024 Ugly Deck Contest (the "Contest") begins on Wednesday, May 29, 2024, at 10:00 a.m. ET and ends on Saturday, June 8, 2024, at 11:59 p.m. ET (the "Contest Period").

2. ELIGIBILITY TO ENTER:

The Contest is open only to residents of the province of Ontario who have reached the legal age of majority in their province 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 Earlton Country Store Inc., operating as Earlton TIMBER MART (the "Sponsor" and 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 Sponsor 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 Sponsor.

5. HOW TO ENTER:

No purchase necessary. At the start of the Contest Period, on Wednesday, May 29, 2024, at approximately 10:00 a.m. ET, the Sponsor will post a unique Contest post (the "Contest Post") on the Sponsor's Facebook page at <https://www.facebook.com/Earltontimbermart/> (the "Sponsor's Page"). To earn one (1) Entry, you must log-in to your Facebook Account and visit the Sponsor's Page during the Contest Period. Next, locate the Contest Post and, during the Contest Period, provide a comment on the Contest Post that: (i) contains a photo of a deck (the "Theme"); and (ii) explains why it needs a refresh. 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 Facebook (the "Social Platform Rules") (all as determined by Sponsor 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 and per Account per Daily Entry Period. 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) 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 Sponsor. 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 Sponsor: (i) the Entry (including, but not limited to, any associated Entry Materials) is not submitted and received in accordance with these Rules during the Contest 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 Sponsor 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 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 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 Sponsor 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 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 the Contest will be the official time-keeping device(s) used by the Sponsor.

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.



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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); 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 Sponsor (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 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 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 such entrant's 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 Sponsor 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 Sponsor, 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 such entrant's 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 Sponsor (and anyone authorized by the Sponsor 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. PRIZE:

There is one (1) prize available to be won in the Contest (the "Prize"), as follows: A \$2,000.00 store credit; \$1,000.00 of in-stock Taiga Pressure Treated lumber, and \$1,000.00 of in-stock Vista Railing products.

The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor's option. In the event that the Prize or any component of the Prize is unavailable for any reason whatsoever, the Sponsor reserves the right, in its sole and absolute discretion, to substitute such Prize, in whole or in part, with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole and absolute discretion, a cash award. All characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion. The Prize winner is solely responsible for all costs not expressly described herein. Manufacturer's standard warranty, if any, applies to the Prize and any Prize component. The Prize winner is solely responsible for reading and following all instructions, directions for use and warnings that are associated with each component of his/her applicable Prize. 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 the winner's Prize from Earlton TIMBER MART (as determined by the Sponsor in its sole and absolute discretion) within the timeline specified by the Sponsor. Failure to pick up a Prize as directed within the timeline specified by the Sponsor may result in disqualification, in the sole and absolute discretion of the Sponsor. In the event of such disqualification, the Sponsor 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 Sponsor reserves the right, in its sole and absolute discretion, to arrange for curbside Prize pickup at the Earlton 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 the Prize from the Earlton TIMBER MART store location. As applicable, the Released Parties are not responsible for any delay in the delivery of a Prize for any reason whatsoever (including without limitation, but for greater certainty, any event of "Force Majeure"). An event of "Force Majeure" includes fire, flood, pandemic, epidemic, earthquake, explosion, labour dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Contest by any party, or any federal, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's and/or Administrator's control. No confirmed winner nor any other person or entity will be compensated in the event of such delay.

11. ELIGIBLE WINNER SELECTION PROCESS:

On Monday, June 10, 2024, (the "Draw Date") at 10:00 a.m. ET in Earlton, 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 Contest Period. The odds of winning depend on the number of eligible Entries received during the Contest Period.



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In the event a potential Prize winner is disqualified for failing to comply with these Rules, as determined by the Sponsor at its sole discretion, the Sponsor 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 Sponsor at its sole discretion). There is a limit of one Prize per entrant in the Contest.

12. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the 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 such person may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate 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). The 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 Sponsor at its sole discretion).

13. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO PERSON IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS SUCH PERSON AS A WINNER IN ACCORDANCE WITH THESE RULES. Before being declared a CONFIRMED PRIZE winner, the 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 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 two (2) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, the winner's 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 the winner's 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 Sponsor in any manner or medium whatsoever, including print, broadcast or the internet, worldwide and in perpetuity.

If the 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) a 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 such person will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate 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:

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 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 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.

Any attempt to undermine the legitimate operation of the Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, 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 only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at <https://www.earlontimbermart.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.

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 Sponsor'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 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 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.