THE MADEGOOD SHARE SOME GOOD CONTEST OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.

By participating in The MadeGood Share Some Good Contest (the "Contest"), you unconditionally accept and agree to comply with and abide by these Official Rules (the "Official Rules") and the decisions of Riverside Natural Foods Ltd. (the "Sponsor") and US Sweepstakes & Fulfillment Co. (the "Contest Administrator"), which shall be final and binding in all respects.

The intent of the Contest is to invite eligible participants (each, a "Nominator" or "Entrant" as defined below) to nominate an eligible school (each, a "School Nominee" as defined below) and an eligible teacher (each, a "Teacher Nominee" as defined below) for the chance to win prizes, as further detailed below.

1. SPONSOR / CONTEST ADMINISTRATOR:

- Sponsor: Riverside Natural Foods, Ltd., 2233 Sheppard Ave. West, Toronto, ON M9M 2Z7.
- <u>Contest Administrator</u>: US Sweepstakes & Fulfillment Company, 625 Panorama Trail, Suite 2100, Rochester, NY 14625. 1-800-620-6044
- 2. ELIGIBILITY:
 - <u>Nominators</u>: Nominators/Entrants must be legal residents of Canada, who are age 18 or older and the age of majority in their province or territory of residence (19 or older in British Columbia, Nova Scotia, New Brunswick, Newfoundland, Northwest Territories, Yukon and Nunavut) at the time of entry.
 - <u>School Nominees</u>: Each School Nominee must be an accredited (or otherwise officially recognized by a local authority) public, private or charter school that offers primary or secondary education within Canada. Home, technical, trade and vocational schools are not eligible.
 - <u>Teacher Nominees</u>: Each Teacher Nominee must be: a) a legal resident of Canada; b) age 18 or older and the age of majority in their province or territory of residence (19 or older in British Columbia, Nova Scotia, New Brunswick, Newfoundland, Northwest Territories, Yukon and Nunavut); and c) employed as a teacher at an accredited (or otherwise officially recognized by a local authority) public, private or charter school that offers primary or secondary education within Canada. For the avoidance of doubt, individuals employed as a teacher at a home, technical, trade or vocational school are not eligible.

The Contest is void outside of Canada and wherever else prohibited by law. Employees of the Sponsor, Contest Administrator, and their respective subsidiaries, affiliates, advertising and

promotion agencies, and the immediate family members (spouses, parents, children, and siblings and their spouses, regardless of where they reside) of, and/or those living in the same household of each, whether or not related, are not eligible to enter or win a prize. Contest is subject to all applicable federal, provincial, territorial and local laws and regulations.

 CONTEST ENTRY PERIODS: The Contest begins at 12:00:00 AM Eastern Time ("ET") on Wednesday, August 7, 2024 and ends at 11:59:59 PM ET on Thursday, September 26, 2024 (the "Contest Period"). Entries must be received during the Contest Period to be eligible for the Grand Prize drawing.

Within the Contest Period, there are fifty-one (51) Daily Entry Periods (each, a "Daily Entry Period") and fifty-one (51) corresponding Daily Random Drawings (each, a "Drawing") as set forth in the "Daily Entry Periods & Drawings Schedule" below. Entries must be received during a Daily Entry Period to be eligible for that Daily Entry Period's Drawing and Daily Prizes. <u>Non-winning entries for a Daily Entry Period will roll over to subsequent Daily Entry Periods</u>. Sponsor's computer is the official timekeeping device for this Contest.

DAILY ENTRY PERIODS & DRAWING SCHEDULE					
Daily Entry Period #	DAILY ENTRY PERIODS: All eligible entries must be received between:		Drawing	# of Doily Drives and lable to be seen	
	Daily Entry Period Start: 12:00:00 AM ET on:	Daily Entry Period End: 11:59:59 PM ET on:	Date: On or about:	# of Daily Prizes available to be won per Daily Entry Period:	
1	8/7/2024	8/7/2024	8/8/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes 	
2	8/7/2024	8/8/2024	8/9/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes 	
3	8/7/2024	8/9/2024	8/12/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes 	
4	8/7/2024	8/10/2024	8/12/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes 	
5	8/7/2024	8/11/2024	8/12/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes 	
6	8/7/2024	8/12/2024	8/13/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes 	

7	8/7/2024	8/13/2024	8/14/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
8	8/7/2024	8/14/2024	8/15/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
9	8/7/2024	8/15/2024	8/16/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
10	8/7/2024	8/16/2024	8/19/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
11	8/7/2024	8/17/2024	8/19/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
12	8/7/2024	8/18/2024	8/19/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
13	8/7/2024	8/19/2024	8/20/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
14	8/7/2024	8/20/2024	8/21/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
15	8/7/2024	8/21/2024	8/22/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
16	8/7/2024	8/22/2024	8/23/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
17	8/7/2024	8/23/2024	8/26/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
18	8/7/2024	8/24/2024	8/26/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
19	8/7/2024	8/25/2024	8/26/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
20	8/7/2024	8/26/2024	8/27/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
21	8/7/2024	8/27/2024	8/28/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
22	8/7/2024	8/28/2024	8/29/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
23	8/7/2024	8/29/2024	8/30/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes

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24	8/7/2024	8/30/2024	9/3/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
25	8/7/2024	8/31/2024	9/3/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
26	8/7/2024	9/1/2024	9/3/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
27	8/7/2024	9/2/2024	9/3/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
28	8/7/2024	9/3/2024	9/4/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
29	8/7/2024	9/4/2024	9/5/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
30	8/7/2024	9/5/2024	9/6/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
31	8/7/2024	9/6/2024	9/9/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
32	8/7/2024	9/7/2024	9/9/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
33	8/7/2024	9/8/2024	9/9/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
34	8/7/2024	9/9/2024	9/10/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
35	8/7/2024	9/10/2024	9/11/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
36	8/7/2024	9/11/2024	9/12/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
37	8/7/2024	9/12/2024	9/13/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
38	8/7/2024	9/13/2024	9/16/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
39	8/7/2024	9/14/2024	9/16/2024	Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
40	8/7/2024	9/15/2024	9/16/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes

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41	8/7/2024	9/16/2024	9/17/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
42	8/7/2024	9/17/2024	9/18/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
43	8/7/2024	9/18/2024	9/19/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
44	8/7/2024	9/19/2024	9/20/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
45	8/7/2024	9/20/2024	9/23/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
46	8/7/2024	9/21/2024	9/23/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
47	8/7/2024	9/22/2024	9/23/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
48	8/7/2024	9/23/2024	9/24/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
49	8/7/2024	9/24/2024	9/25/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
50	8/7/2024	9/25/2024	9/26/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes
51	8/7/2024	9/26/2024	9/27/2024	 Four (4) Nominator Daily Prizes Four (4) Teacher Nominee Daily Prizes

4. HOW TO ENTER: Eligible Nominators may enter by visiting <u>www.sharesomegood.ca</u> or <u>www.partageztoutlebon.ca</u> and following all entry instructions to complete the nomination form, including providing their full name and email address, the name, city, province/territory, phone number and website address of the School Nominee they would like to nominate, a short statement on why they are nominating the school and how winning this prize would help the school "share some good" (the "Statement"), correctly answer the skill-based test question, and submit to receive one (1) entry into the Grand Prize Drawing (the "Grand Prize Entry"). In the course of submitting a Grand Prize Entry, Nominators will have the option to also nominate a Teacher Nominee* by including the full name, name of the school and email address of the teacher they would like to nominate to receive one (1) entry into the corresponding Daily Drawing(s) (the "Daily Entry"). Nominators may NOT nominate themselves for a Teacher Nominee Daily Prize.

By submitting a Statement, the Entrant understands and grants to the Sponsor, its designees, licensees and assigns (collectively, "Licensed Parties") an irrevocable, perpetual, non-exclusive worldwide license to use their Statement, name, and hometown on the Licensed Parties' various websites and social media sites and in advertising and/or promotional activities in any and all media now or hereafter devised, without compensation or notification to, or permission from, Entrant. Sponsor reserves the right in its sole and absolute discretion to alter, change or modify any Statement, and/or to use any Statement in whole or in part and to combine Statement with other works. Furthermore, by submitting a Statement, Entrant warrants and represents that: (a) the Statement does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property or other legal or moral rights of any person or entity; (b) Entrant owns all rights to the Statement, including without limitation, copyrights; (c) Entrant irrevocably waives all moral rights, author rights, or similar rights arising under copyright or other legislation or law in any applicable jurisdictions, or at common law, the Entrant may have now, or may have in the future, in the Statement; and (d) entrant will indemnify and hold harmless the Released Parties (as defined below) from any claims and damages (including reasonable attorneys' fees) arising from or relating to the breach or alleged breach of their representations and warranties herein. or Entrant's conduct in creating the Statement, the acceptance or use of any prize or otherwise in connection with this Contest.

Grand Prize Entries and Daily Entries are collectively referred to herein as "Entry" or "Entries". Limit: One (1) Entry per person per day regardless of whether Entrant has more than one email address. Entries must be received between Wednesday, August 7, 2024 at 12:00:00 AM ET and Thursday, September 26, 2024 11:59:59 PM ET. Entrants are subject to all notices posted online including but not limited to the Sponsor's Privacy Policy, which can be found at https://www.madegoodfoods.ca/pages/privacy-policy. All Entries become the property of the Sponsor and will not be acknowledged or returned.

Entry Requirements: Entry must be the original work of the Entrant, may not have been previously published, may not have won previous awards, and must be true, verifiable, and reflect Entrant's own experiences and beliefs. Sponsor, in its sole discretion, may disqualify an Entry for any reason, including if it determines that the Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content, as more fully described below.

Entry may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- is sexually explicit or suggestive; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- is obscene or offensive; endorses any form of hate or hate group;
- appears to duplicate any other submitted Entries;
- defames, misrepresents or contains disparaging remarks about other people or companies;
- contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission; contains any personal

identification, such as license plate numbers, personal names, e-mail addresses or street addresses;

- contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- contains materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without permission;
- contains look-alikes of celebrities or other public or private figures, living or dead;
- communicates messages or images inconsistent with the positive images and/or good will to which we wish to associate; and/or
- violates any law.

5. PRIZES/APPROXIMATE RETAIL VALUE ("ARV")/ODDS:

Daily Prizes:

- <u>Nominator Daily Prizes</u>: There are 204 Nominator Daily Prizes available to be won; four (4) Nominator Daily Prizes per Daily Entry Period. Each Nominator Daily Prize consists of a one-year supply of MadeGood products (to be awarded in the form of twenty-four (24) MadeGood Free Product Coupons, valued at \$6.99 each, that can each be exchanged for the purchase of one (1) MadeGood product). The ARV of each Nominator Daily Prize is \$167.76. Odds of winning a Nominator Daily Prize will depend upon the total number of eligible Daily Entries received as of the end of the corresponding Daily Entry Period. Limit: There is a limit of one (1) Nominator Daily Prize per Nominator for the entire Contest. MadeGood Product Coupons will not be replaced if lost or stolen and are subject to the issuing company's complete terms and conditions.
- <u>Teacher Nominee Daily Prizes</u>: There are 204 Teacher Nominee Daily Prizes available to be won; four (4) Teacher Nominee Daily Prizes per Daily Entry Period. Each Teacher Nominee Daily Prize consists of one (1) \$200 pre-paid bank egift card. The ARV of each Teacher Nominee Daily Prize is \$200.00. Odds of winning a Teacher Nominee Daily Prize will depend upon the total number of eligible Daily Entries received as of the end of the corresponding Daily Entry Period. Limit: There is a limit of one (1) Teacher Nominee Daily Prize per Teacher Nominee for the entire Contest. Pre-paid bank gift cards will not be replaced if lost or stolen and are subject to the issuing company's complete terms and conditions.

Grand Prizes:

- <u>Nominator Grand Prizes</u>: There are three (3) Nominator Grand Prizes available to be won. Each Nominator Grand Prize consists of \$2,000, to be awarded in the form of a cheque. The ARV of each Nominator Grand Prize is \$2,000.00. Odds of winning a Nominator Grand Prize will depend upon the total number of eligible Grand Prize Entries received. There is a limit of one (1) Nominator Grand Prize per Nominator.
- <u>School Nominee Grand Prizes</u>: There are three (3) School Nominee Grand Prizes available to be won. Each School Nominee Grand Prize consists of the school's choice* of classroom-

related items valued up to \$20,000. The maximum ARV of each School Nominee Grand Prize is \$20,000.00. If less than \$20,000 worth of classroom-related items is provided, the difference between the ARV and the actual value of the School Nominee Grand Prize will not be awarded. Odds of winning a School Nominee Grand Prize will depend upon the total number of eligible Grand Prize Entries received. There is a limit of one (1) School Nominee Grand Prize per School Nominee. *Sponsor has the right to approve or reject the school's choice of classroom-related items and require selection of alternate items. Contest Administrator will work with each School Nominee Grand Prize winner to coordinate the purchase and shipping/delivery of prize items. School Nominee Grand Prize winners acknowledge that the Sponsor and all other businesses affiliated with this Contest and their agents do not make, nor are in any manner responsible for any warranty, representations, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize(s) being offered, except that each merchandise prize shall be subject to its manufacturer's standard warranty (if any). Each School Nominee Grand Prize winner must agree to and assist with coordination of a publicity event with the Sponsor to coincide with delivery of the prize during a mutually agreeable date and time.

Prize Conditions for all Prizes: Prizes are awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Prizes cannot be transferred or substituted and non-cash prizes cannot be redeemed for cash by winners. Sponsor reserves the right to substitute a prize of comparable or greater value, at its sole discretion. Winners are responsible for all federal, provincial, territorial and local taxes as well as any costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.

The total ARV of all prizes available to be won: \$141,023.04.

- DRAWINGS: All Drawings will be conducted by the Contest Administrator, an independent representative of the Sponsor, whose decisions are final. All Drawings will be conducted in Rochester, New York.
 - <u>Daily Prize Drawings</u>: The potential Teacher Nominee Daily Prize winners will be selected in a series of random drawings from among all eligible Daily Entries received as of the end of the corresponding Daily Entry Period on or about the corresponding Random Drawing Date indicated in the Daily Entry Periods & Drawings Schedule in the "Contest Entry Periods" section of these Official Rules. The Nominator associated with the winning nomination of a Teacher Nominee Daily Prize winner will be determined as a potential Nominator Daily Prize winner, subject to verification of their Teacher Nominee and compliance with these Official Rules. In the event a Teacher Nominee cannot be verified, the corresponding Nominator will be disqualified and an alternate potential Teacher Nominee Daily Prize winner and corresponding Nominator Daily Prize winner will be selected.
 - <u>Grand Prize Drawings</u>: After the Contest Period has ended, all eligible Grand Prize Entries received will be separated into the following two (2) Grand Prize Regions (each, a "Grand Prize Region"):

- a. Quebec Grand Prize Region: Grand Prize Entries that include a School Nominee located within the province of Quebec will be entered into the Quebec Grand Prize Region ("Quebec Grand Prize Region").
- b. Other Grand Prize Region: Grand Prize Entries that include a School Nominee located anywhere within Canada with the exception of the province of Quebec will be entered into the Other Grand Prize Region ("Other Grand Prize Region").

On or about 11:00 AM ET on Friday, September 27, 2024, one (1) School Nominee Grand Prize winner from the Quebec Grand Prize Region and two (2) School Nominee Grand Prize winners from the Other Grand Prize Region will be selected in a random drawing. The Nominator associated with the winning nomination of a School Nominee Grand Prize winner will be determined as a potential Nominator Grand Prize winner, subject to verification of their School Nominee and compliance with these Official Rules. In the event a School Nominee cannot be verified, the corresponding Nominator will be disqualified and an alternate potential School Nominee Grand Prize winner and corresponding Nominator Grand Prize winner will be selected.

7. WINNER NOTIFICATION & VERIFICATION:

• Teacher Nominee Daily Prize Winners: The potential Teacher Nominee Daily Prize winners will be notified by the Contest Administrator via email, and will be required to provide, within three (3) days of notification, their full name, the email address they would like to receive their prize, agreement to these Official Rules, and proof of employment as a teacher at an eligible school (as defined in the Eligibility section of these Official Rules) to Sponsor's satisfaction, such as a school-issued ID. Noncompliance will result in disgualification and an alternate winner may be selected. Teacher Nominee Daily Prize winner will also be required to correctly answer a skill-based mathematical test 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) within a limited time-period (the "Skill Test Question") in order to be eligible to receive the prize. Not providing the answer within the required time period, providing an incorrect or incomplete answer, or noncompliance with the terms of administration of the Skill Test Question will result in disgualification of the potential winner and an alternate winner may be selected. Without limiting the generality of the forgoing, 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.

<u>Teacher Nominee Daily Prizes will be awarded via email within approximately 45 days after</u> <u>the winner is verified.</u>

 <u>Nominator Daily Prize Winners</u>: Once a Teacher Nominee Daily Prize winner is confirmed, the potential Nominator Daily Prize winner (defined as the Nominator associated with the nomination of a verified winning Teacher Nominee Daily Prize winner) will be notified by the Contest Administrator via email, and will be required to confirm their mailing address and date of birth within three (3) days of notification. Noncompliance will result in disqualification and the corresponding Nominator Daily Prize will not be awarded. <u>Nominator Daily Prizes</u> will be awarded via mail within approximately 45 days after the winner is verified.

School Nominee Grand Prize Winners: The potential School Nominee Grand Prize winners will be notified by the Contest Administrator via email and/or phone using publicly available information and will be required to respond to the notification with confirmation of interest of winning the prize and the contact information for an appropriate School Representative (as defined below), within four (4) days of notification. The potential winning school's Principal, or other employee or board representative granted with the power of authority to accept the Grand Prize (the "School Representative") must sign and return an Declaration and Release Form (the "Declaration") and correctly answer the Skill Test Question by the date specified by the Contest Administrator, or an alternate potential winning school may be selected. Status as a School Nominee Grand Prize winner is subject to verification and School Nominee Grand Prize winner may be required to provide additional documentation or other proof of being an eligible school to Sponsor's satisfaction. Noncompliance will result in disqualification and an alternate winner may be selected.

In the event that the potential winning School Nominee cannot be reached for whatever reason after a reasonable effort has been exerted or the potential winner notification or Declaration is returned as undeliverable, or if a potential winning School Nominee declines or cannot accept, receive or use the School Nominee Grand Prize for any reason, or if potential winning school is found to be ineligible to receive the prize or not in compliance with these Official Rules, or if potential winning School Nominee fails to fulfill the prize-acceptance related obligations, the potential winning School Nominee will be disqualified from the Contest and an alternate potential winning School Nominee may be selected, at Sponsor's sole discretion. Sponsor reserves the right to modify the notification and Declaration procedures in connection with the selection of an alternate potential winning School Nominee, if any.

 <u>Nominator Grand Prize Winners</u>: Once a School Nominee Grand Prize winner is confirmed, the potential Nominator Grand Prize winner (defined as the Nominator associated with the nomination of a verified winning School Nominee Grand Prize winner) will be notified by the Contest Administrator via email, and will be required to sign and return, within five (5) days of notification, a Declaration and Release Form. Noncompliance will result in disqualification and the associated Nominator Grand Prize will not be awarded. <u>Nominator Grand Prizes will be awarded within approximately 45 days after the winner is verified.</u>

For All Potential Winners: If a prize notification or prize is returned as undeliverable, or if a winner is found to be ineligible or not in compliance with these Official Rules, that winner will be disqualified, and the prize may be awarded to an alternate winner in a separate random drawing (if applicable). If Sponsor is unable to determine and verify a potential winner after repeated alternate drawings (if applicable) or if Sponsor fails to receive a sufficient number of Entries to correspond to the number of prizes available to be awarded, Sponsor reserves the right to not award such prize(s).

- 8. PUBLICITY RELEASE: Except where prohibited by law, entry and acceptance of a prize constitute permission for Sponsor and any of its designees to use winner's name, school name (if applicable), prize won, city, state, likeness, video recordings, photographs, and statements for purposes of advertising, promotion and publicity (including online posting) in any and all media now or hereafter known throughout the world in perpetuity, without additional compensation or notification to, or permission from, winner.
- GENERAL: Although subsequent attempts to enter on a given day may be received, only the first complete Entry received from a particular Entrant will be eligible; subsequent attempts by the same person to enter, including Entries submitted with an alternate email address, will be disqualified.

Participating Entrants, Teacher Nominee Daily Prize winners and School Nominee Grand Prize winners (collectively, the "Participants") agree to these Official Rules and the decisions of the Sponsor and the Contest Administrator, and release the Sponsor, the Contest Administrator, and their affiliated companies, and all other businesses involved in this Contest, as well as the employees, officers, directors and agents of each (the "Released Parties"), from all claims and liability relating to their participation in the Contest, and the acceptance and use/misuse of the prizes offered. Participants assume all liability for and Released Parties shall be held harmless against any liability for any injury, losses or damages of any kind to persons, including personal injury or death, or injury to property caused or claimed to be caused in whole or in part, directly or indirectly, by participation in this Contest, acceptance, possession, or use/misuse of the prize, or any claims based on publicity rights, defamation or invasion of privacy, or merchandise delivery. Released Parties are not responsible for any typographical or other error in the printing of the offer, administration of the Contest or in the announcement of the prize.

In the event of a dispute over the identity of an Entrant, Entry will be deemed submitted by the "Authorized Account Holder" of the e-mail address submitted at time of entry and such individual must comply with these Official Rules. Authorized Account Holder means the natural person who is assigned to an e-mail address by an Internet access provider, online service provider, or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any Entrant or potential winner to provide Sponsor with proof, to Sponsor's satisfaction, that such party is the authorized account holder of the email address associated with the Entry. Entry materials/data that have been tampered with or altered, or mass Entries or Entries generated by a script, macro or use of automated devices are void. The Released Parties are not responsible for: (i) lost, late, stolen, delayed, inaccurate, misdirected, damaged or illegible Entries, email, or other communications of any kind; or (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems or traffic congestion on the Internet or at any web site or any combination thereof; or (iii) any injury or damage to entrant's or any other person's computer or other device related to or resulting from participating in the Contest. By participating in the Contest, Participants (i) agree to be bound by these Official Rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor and the Contest Administrator, which are final and binding in all matters relating to the Contest. Failure to comply with these Official Rules may result in disqualification from the Contest.

The Sponsor reserves the right to cancel or suspend this Contest or to amend these Official Rules without notice if, in Sponsors' sole opinions, any factor interferes with the Contest's proper conduct. Without limiting the foregoing, the Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Contest, as determined by Sponsor. If, for any reason, the Contest cannot be run as planned, or if Sponsor or Contest Administrator detects any suspect entries or participating individuals, the Sponsor may (a) disqualify any suspect Entries or individuals from the Contest; (b) cancel the Contest to address the impairment, then resume the Contest in a manner that best conforms to the spirit of these Official Rules; and/or (d) award the applicable prizes at random from among the eligible, non-suspect Entries received for the Drawing(s) at issue up to the time of the impairment. or as otherwise deemed fair and appropriate by Sponsor.

THE RELEASED PARTIES ARE NOT RESPONSIBLE IF THIS CONTEST CANNOT BE ADMINISTERED OR CONDUCTED OR ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS RESULTING OR ARISING FROM ACTS OF GOD, WAR, OR TERRORISM, CIVIL UNREST, STRIKES, SUPPLY SHORTAGES, NATURAL DISASTERS, WEATHER, EPIDEMICS, COMPLIANCE WITH ANY LAW OR ORDER OF A GOVERNMENTAL AUTHORITY, OR ANY OTHER SIMILAR ACT, EVENT, OR OCCURRENCE BEYOND THE REASONABLE CONTROL OF THE SPONSOR. BY PARTICIPATING IN THIS CONTEST, PARTICIPANT AGREES THAT THE RELEASED PARTIES WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURIES, DAMAGES, OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES TO PERSONS, INCLUDING DEATH, OR TO PROPERTY ARISING OUT OF ACCESS TO AND USE OF ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SUCH SITE, AS APPLICABLE.

Legal Warning: ANY ATTEMPT BY AN INDIVIDUAL, WHETHER OR NOT AN ENTRANT, TO DAMAGE, DESTROY, TAMPER OR VANDALIZE THIS WEB SITE OR INTERFERE WITH THE OPERATION OF THE CONTEST, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND DILIGENTLY PURSUE ALL REMEDIES AGAINST ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

10. GOVERNING LAW AND LIMITATION OF LIABILITY: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal 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 laws.

BY ENTERING THE CONTEST, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR. AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

- 11. **DISPUTES:** To the extent permitted by applicable law, the parties hereto each agree to finally settle all disputes only through arbitration; provided, however, the Released Parties shall be entitled to seek injunctive or equitable relief in the provincial and federal courts in Toronto, Ontario and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Contest shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. If an in-person hearing is required, then it will take place in Toronto, Ontario. The federal or provincial law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Toronto, Ontario. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring gualifying claims in small claims court in Toronto, Ontario.
- 12. PRIVACY: By entering the Contest, each Entrant gives consent for Sponsor to collect, store, use and disclose entrant's name, address and other personal information to third parties, including, without limitation, Contest Administrator, (i) for the purpose of administering this Contest, (ii) for Sponsor's business, marketing, and research purposes and/or (iii) to comply with applicable laws, regulations and rules, including, without limitation, the storing of your personal information for purposes of complying with record retention requirements. Without limiting the foregoing, any information entrant provides to Sponsor may be used to communicate with Entrant in relation to this Contest or on a Contest winner's list. By participating in the Contest, each entrant acknowledges and consents that the entrant's personal information can be

transferred to the Sponsor's third party service providers for the purpose of administering the Contest, and can be stored on servers located outside of Canada, which may be subject to foreign legislation which may differ from the legislation of Canada, including with respect to disclosure of personal information to government authorities. By participating in the Contest, each entrant consents that the Sponsors may collect, store, use and disclose the personal information collected from the entrant in accordance with the Sponsor's Privacy Policy at https://www.madegoodfoods.ca/pages/privacy-policy.

- OFFICIAL RULES REQUEST: To request a copy of the Official Rules, see <u>www.sharesomegood.ca</u> or <u>www.partageztoutlebon.ca</u> or send a self-addressed, stamped envelope by September 27, 2024, to: US Sweepstakes & Fulfillment Co., ATTN: The MadeGood Share Some Good Contest Official Rules Request, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.
- 14. WINNER CONFIRMATION REQUEST: For a written confirmation that winners have been selected and verified (available after September 27, 2024), send a stamped, self-addressed envelope (no later than November 27, 2024 to: US Sweepstakes & Fulfillment Co., ATTN: The MadeGood Share Some Good Contest Winner Confirmation Request, 17-7000 McLeod Road, Unit 135, Niagara Falls, ON L26 7K3.

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