

EMAIL CONTEST RULES

VOTE TO WIN CONTEST

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

DEFINITIONS

In these Email Contest Rules (the "**Rules**"), the following terms have the meanings set out below. In addition, other capitalized terms have the meaning so given to them.

"Administrator" means WSP International Limited, Markham, ON Canada L3R 6H3.

"Contest" means the contest, game, sweepstakes, promotion, marketing activity or other event specified in the Contest Summary.

"Contest Entities" means, collectively, the Contest Sponsor, the Administrator and any prize sponsors arranged by the Contest Sponsor or Administrator.

"Contest Requirements" means the guidelines and criteria that entrants must abide by to be eligible for the Contest as outlined in the Rules.

"Contest Site" means a subdomain of the Site, a domain or website of the Contest Sponsor or Administrator, or, if applicable, an application within the applicable social media platform.

"Contest Sponsor" means Irving Oil Limited, with offices at 10 King Square South, Saint John, New Brunswick E2L 0G3.

"Contest Summary" means the announcement for the Contest, including subsequent email or SMS messages, posts or information associated with the announcement, which specifies certain information for the Contest, along with the information outlined in Section 15 of these Rules.

"Prize" or **"Prizes"** means the prize or prizes (if there are multiple prizes) to be awarded for the Contest as specified in the Contest Summary.

"Region" means the region(s) where the Contest is held as specified in the Contest Summary; and

"Site" means the Contest Sponsor's or Administrator's internet website(s) or social media page(s) and/or application(s) and any services available thereon.

1. Eligibility: The Contest is free to enter and open to all individuals who are legal residents of the Region(s) specified and have reached the age of majority in their province of residence at the time of their entry ("**you**", "**your**"). It is your responsibility to ensure that you are legally eligible to enter the Contest under any laws applicable to you in your jurisdiction of residence or otherwise at the time of entry. The Contest is void outside the Region(s) specified, and where otherwise prohibited by applicable federal, state, provincial, municipal, county, or local laws, rules, or regulations ("**Laws**").

2. Agreement to Official Rules: By participating in the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Contest Sponsor and/or Administrator, which are final and binding in all matters related to the Contest. The Contest is subject to all applicable Laws.

3. Contest Period: The Contest opens on the date and time specified in the Contest Summary and ends on the date and time specified in the Contest Summary (the "**Contest Period**"). The Administrator's computer is the official time-keeping device for the Contest.

4. How to Enter: To enter the Contest, you must follow the instructions as stated in these Rules and the Contest Summary. For this Contest, receipt of an entry occurs when Administrator's server records the entry information. Entries that do not include all the required information or satisfy the entry criteria as indicated in the Contest Summary and adhere to the Rules will be considered void.

The Contest Entities, in their sole discretion, determine if an entry meets the Contest Requirements and otherwise complies with the Rules. Any attempt or suspected attempt to use robotic, automatic, programmed or otherwise illicit means to enter the Contest, or any other methods not authorized by these Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Contest Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a Prize. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Rules are void. Entrants grant Contest Sponsor a non-exclusive licence to use all entries for any purpose. Proof of transmission does not constitute proof of entry or receipt of an entry.

5. Terms of Submission: You may only enter the Contest as stated in the Contest Summary. The email address entered must relate to a single individual.

6. Rights Granted by you: By entering this Contest, you agree that:

(a) The Contest Entities, and their respective licensees, successors and assigns will have the right to use, for its business interests, all or a part of your entry, including, without limitation, your name and address, likeness, email address, postal code, telephone number, social media handle(s), comments and image, whether on videotape, photograph or any other means, as is or as may be edited by the Contest Sponsor, anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised, without compensation and without notice to you and without consideration, review or approval from you. You can withdraw your consent to the use of your name and image for publicity purposes at any time by contacting Privacy@irvingoil.com, but this will not impact on any use by the Contest Sponsor of the foregoing prior to withdrawal of your consent or the inclusion of your name in the list of prize winners; and

(b) You agree that you will not now nor in the future be paid for your entry or for granting the Contest Entities any of the rights set out in these Rules.

7. Your Representations and Warranties: By entering the Contest, you represent and warrant that:

(a) Your entry, in its entirety, is an original work by you and you have not included third party content in or in connection with your entry without permission.

(b) Your entry will not cause injury or damage to any other person relying upon any instructions contained in your entry.

(c) Your entry, the use thereof by the Contest Entities, or the exercise by the Contest Sponsor or Administrator of any of the rights granted by you under these Rules, does not and will not infringe or violate any rights of any third party or entity, including, without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights.

(d) You have all the rights, licenses, permissions and consents necessary to submit the entry and to grant all the rights that you have granted to the Contest Entities under these Rules.

(e) All persons who were engaged by you to work on the entry or have contributed to the entry have:

(i) Given you their written consent to submit the entry without claims for payment of any kind; and

(ii) Provided written permission to include their name in or with your entry (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by the Contest Entities to provide such permission in writing; and

(f) You have read, understood, accept and agree to be bound by the Contest Sponsor's Terms of Privacy set out at: <https://www.irvingoil.com/en-CA/discover-irving/privacy>. Privacy terms may be amended from time to time without notice.

8. Prizes: The Contest Entities will provide the Prize(s) as described in the Contest Summary. Each Prize includes only what is specifically described and no other prize will be granted. The Contest winner is not entitled to any monetary difference between the actual Prize and the stated approximate value, if any. No substitution of a Prize will be made unless the Contest Sponsor, in its sole discretion, determines otherwise. All Prizes must be accepted as awarded, and the odds of winning are dependent upon the total number of eligible entries received for the Contest Period. If, because of an error relating to the entry process, drawing or any other aspect of the Contest, there are more potential winners of Prizes than contemplated in these Rules, there will be a random draw amongst all eligible Prize claimants to award the correct number of Prizes.

9. Winner(s): Unless stated otherwise in the Contest Summary, the winner(s) ("**Winner(s)**") of the Prize(s) will be selected in a random draw from all eligible entries received. Your odds of winning will depend on the number of eligible entries received during the Contest. If you are selected as a Winner, you will be notified of the selection of your entry through the social media application by which you submitted your entry or other contact information you provide to the Contest Entities. If you do not respond to the notification of your selection as a Winner within the time limit set out in the Contest Summary, an alternate Winner will be selected to receive the Prize. All decisions of the Contest Entities in selecting the Winner(s) are final and binding on all entrants in all matters relating to the Contest.

10. To Redeem Prize: Whether you receive a Prize is contingent upon fulfilling all requirements set forth in these Rules. A Prize must be picked up as described in the Contest Summary. Except where prohibited, a Winner shall be required to execute and return to the Administrator or Contest Sponsor a Prize Winner Statement of Compliance, Release, and Indemnity Form ("**Declaration and Release Form**") to

claim the Prize. To be officially declared a Winner, each selected entrant must first correctly answer, without assistance of any kind, a mathematical skill-testing question. A Prize is personal to the Winner and is non-transferable. If a Winner cannot be contacted or fails to execute and return the Declaration and Release Form within the required time (if applicable), or if the Prize is not claimed prior to the deadline set out in the Contest Summary, the Winner forfeits the Prize. Acceptance of any Prize shall constitute and signify the Winner's agreement and consent that the Contest Entities may use the Winner's name, photo, address, likeness, entry and Prize information in connection with the Contest, worldwide, including on the internet, without limitation and without further payment or consideration, except where prohibited by law, for Contest Sponsor's legitimate business interests. Each Winner can withdraw consent to the use of Winner's name and image for publicity purposes at any time by contacting Privacy@irvingoil.com, but this will not impact on any use by the Contest Sponsor of the foregoing prior to such withdrawal of consent or the inclusion of the Winner's name in the list of prize winners. Each Winner is responsible for all taxes and fees associated with receipt of the Prize. Prize(s) will be shipped by mail or prepaid courier to Winner's home address as stated on the Declaration and Release Form. Not all Prizes may be awarded. Contest Sponsor reserves the right to substitute any Prize that becomes unavailable for any reason with an alternate prize of equal or greater value.

11. General Conditions: The Contest Entities have the right to verify your eligibility and compliance with these Rules, and to disqualify you based on its investigation.

Your personal information will be processed in accordance with these Rules and the Contest Sponsor's Privacy Policy, as amended from time to time. You should direct any request to access, update, or correct your personal information to Administrator.

You may not enter with multiple e-mail addresses or accounts within the same social media application, nor may you use any other device or artifice to submit more than one (1) entry. If you use fraudulent entry methods, or otherwise attempt to participate with multiple e-mail and/or social media accounts under multiple identities or use any device or artifice to enter more than one (1) entry, you will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the email address or social media account used to enter the Contest will be deemed to be the person who made the entry. Each selected entrant may be required to provide proof that he/she is the authorized account holder associated with a selected entry. For the purposes of these Rules, the "authorized account holder" is the natural person entitled to control the email account, as determined by the administrators of the email platform in question, or, the natural person entitled to control the social media account, as determined by the administrators of the social media application in question, as applicable. Email addresses or social media accounts for corporations, businesses, couples, or entities other than an individual person are not eligible to enter the Contest.

By entering the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Contest Entities, which are final and binding on all matters relating to this Contest. Contest Entities reserve the right to cancel, modify or suspend the Contest at any time and in any way, without prior notice to entrants. Without limiting the foregoing, if, for any reason, it is determined that the Contest cannot be run as originally planned or if fraud or any other occurrence comprises the fairness or integrity of the Contest, the Contest Entities reserve the right to cancel the Contest.

12. Liability Provisions: Each entrant or participant understands that the Contest is in no way sponsored, endorsed, administered by, or associated with any third-party email platforms or social media platforms and fully releases such third parties from all liabilities.

All Winners must sign the Declaration and Release Form to: (i) confirm compliance with all Contest Rules; (ii) agree to accept Prize(s) as awarded; (iii) release, discharge and hold harmless the Contest Entities, and each of their departments and agencies, parents, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest ("**Released Parties**") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a Prize or any travel related thereto, and the use of entries by the Contest Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third-party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a Winner with any aspect of the Contest or any prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of prizes as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by entrants with any of the Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a Prize, and the use of entries by the Contest Sponsor.

The Contest Entities are not responsible for: (i) incorrect or inaccurate entry information that may affect a person's ability to participate in the Contest or be awarded a Prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any combination thereof, and entries that fail to fully comply with these Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries; (iv) injury or damage to entrants' computers or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a Prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's use of the Site or any Contest Site or participation in the Contest or receipt or use or misuse of any Prize, including any related travel and the use of entries by Contest Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third-party computer hackers or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

Guests of any Winner, or their parent/legal guardian if under the age of majority, ("**Guests**") will also be required to sign a Declaration and Release Form and/or a document: (a) releasing the Released Parties from all liability for any damage or loss resulting from the Prize; and (b) consenting to the use of their name, address, likeness, email address and image, whether on videotape, photograph or any other means, as is or as may be edited by the Contest Sponsor, anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised, without compensation, without notice and without consideration, review or approval from such Guest. The Guest can withdraw consent to the use of their name and image for publicity purposes at any time by contacting Privacy@irvingoil.com, but this will not impact on any use by the Contest Sponsor of the foregoing prior to withdrawal of such consent or the inclusion of the Guests' name in the list of prize winners, if applicable.

CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE SITE OR ANY CONTEST SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION

OF APPLICABLE LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST SPONSOR AND ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW AND TO DISQUALIFY YOU FROM THE CONTEST.

LIMITATIONS OF LIABILITY AND RELEASE: BY SUBMITTING AN ENTRY IN THE CONTEST OR BEING A GUEST OF THE PRIZE WINNER, YOU AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY YOU AND YOUR GUESTS, HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FROM, ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE, FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DISABILITY OR DEATH TO PERSONS, AND DAMAGE TO PROPERTY, DUE IN WHOLE OR IN PART, ARISING DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE FROM THE DELIVERY, ACCEPTANCE, USE OR MISUSE OF THE PRIZE, ANY AND ALL USES AS PROVIDED HEREIN OF YOUR ENTRY, OR PARTICIPATION IN THIS CONTEST AND/OR ANY RELATED CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE AND ANY CONTEST SITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAWS IN THE RELEVANT JURISDICTION.

13. Choice of Law: These Rules and the Contest shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein. Any dispute shall be adjudicated by the courts sitting in Saint John, New Brunswick. You hereby waive all rights to: (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses; and (ii) to have damages multiplied or otherwise increased.

14. Disclaimer: This Contest is in no way sponsored, endorsed or administered by, or associated with, any particular third-party email platform (including, but not limited to, Gmail, Yahoo, Outlook, Apple Mail) or third-party social media application (including, but not limited to, Facebook®, X® and Instagram®) and any comments, questions or concerns regarding the Contest shall be directed to the Contest Entities and not to the applicable third-party email platform or social media application. All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Contest Sponsor. All rights reserved. Unauthorized copying or use of any of the Contest Sponsor's intellectual property without the express written consent of the Contest Sponsor is strictly prohibited.

15. Summary: Vote to Win Contest

a) How to Play: **Place your vote for Burger it Forward** Follow the link from the Contest Sponsor's email communication and follow the instructions to place your vote, include your name and email and submit your entry. Receive one (1) automatic entry into the Contest drawing for submitting your vote. Maximum one (1) entry per person.

b) Contest Period Dates: Start Date – 12:00:01 AM AST on November 8, 2024. End Date – 11:59:59 PM AST on December 8, 2024, after which time the Contest will be closed and no further entries will be accepted.

c) Region: Contest Sponsor's email subscribers in Canada residing in the Provinces of New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador can vote for a chance to win.

d) Prize(s): Random drawing will be held after Contest end date on December 9, 2024 to award one (1) Prize consisting of a \$50.00 Irving Oil gift card. No cash substitution is allowed.

A minimum of three (3) attempts will be made to contact Winner. Contest Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Contest Sponsor to receive a selected entrant's response. Winner must submit their completed Declaration and Release Form by email within five (5) business days of receipt. If the Winner cannot be contacted or fails to submit their completed Declaration and Release Form within the required period, then a new Winner may be selected by random draw, in the Contest Sponsor's sole discretion. The Prize will be delivered by mail to the Winner's home address as designated on the Declaration and Release Form within four (4) to six (6) weeks of Contest Sponsor's receipt of the completed Declaration and Release Form and Winner correctly answering the Contest Sponsor's skill-testing question.

You may specifically request to be completely removed from participation in the Contest by sending an email to support@irving24win.com with the subject "Remove from Burger it Forward contest." Please note that on removal your entry will also be removed from the Contest.

OFFICIAL RULES VERSION DATE: October 15, 2024.