

GARDEN CENTRE “WIN A TRIP TO CANADA BLOOMS” REGULATIONS

THE GARDEN CENTRE “WIN A TRIP TO CANADA BLOOMS” CONTEST (THE “CONTEST”) IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PARTICIPATING PROVINCE OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “CONTEST RULES”).

1. ELIGIBILITY. To be eligible for this Contest, an individual must:

- (a) be a legal resident of a Canadian Province;
- (b) be nineteen (19) years of age or older at the time of entry; and
- (c) be legally able to travel to Canada Blooms between the dates of March 11 – 20, 2016 and have any and all necessary documentation as may be required for presentation to Canadian customs and travel personnel.

Employees of Participating Garden Centres, Florists, CNLA and The Canada Blooms Horticultural Society (“Canada Blooms”) (collectively, the “Sponsors”), their respective parent companies, affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

2. CONTEST PERIOD. The Contest begins at 10:00 a.m. Eastern Daylight Time (“EDT”) on Wednesday, July 1st and ends at 5:00 p.m. EDT on Saturday, October 31st (the “Contest Period”) after which time the Contest will be closed and no further entries shall be accepted.

3. HOW TO ENTER.

- (a) There is no purchase necessary to enter the Contest. To enter the Contest an online entry will be required to be completed on the Canada Blooms website – www.canadablooms.com.
- (b) Limit of one (3) entries per i.p. address per day during the Contest Period. Multiple entries over the per day limit shall result in disqualification.
- (c) All entries become the sole property of the Sponsors and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Grand Prize, as applicable.

4. PRIZE.

- (a) **Grand Prize.** There is one (1) grand prize (the “Grand Prize”) available to be won by the Grand Prize winner (the “Grand Prize Winner”) consisting of: one (1) a trip for two (2) to Toronto, Ontario to attend Canada Blooms 2016:
 - (i) round-trip economy Train to be provided by VIA Rail; *departure will be from the nearest VIA Rail station*
 - (ii) three (3) nights and four (4) days with hotel accommodation to be provided by the InterContinental Hotel Toronto at their sole discretion for the Grand Prize Winner and Guest based on double occupancy
 - (iii) tickets to Canada Blooms to be provided for the winner and guest each day of your stay in Toronto, Ontario.
- (b) The Grand Prize has an approximate value of three-thousand dollars (CDN \$3,000).
- (c) Grand Prize is hereafter referred to as “Prize”. Grand Prize Winner is hereafter referred to as Winner.
- (d) Winner is not entitled to monetary difference between actual Prize value and stated approximate Prize value, if any.
- (e) Prize, in the form of a letter (the “Prize Letter”) containing contact information and Prize redemption instructions, will be distributed within thirty (30) days after the Winner has been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
- (f) Winner and his/her Guest must be available to travel from March 11 – 20, 2016. All travel arrangements must be made through Canada Blooms and CNLA offices. Should Winner and/or Guest be unable to travel on the dates and times designated by the Sponsors, the Prize will be forfeited and awarded to an alternate winner. Winner and Guest will be responsible for: transportation to and from originating train station, travel and medical insurance, travel documentation, transport fees, taxes, gratuities, telephone calls, in-room charges and any other expense not explicitly included in the Prize.
- (g) Guests must comply with the Contest Rules and sign and return the Release (described below).
- (h) Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and their sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

5. WINNER SELECTION.

One (1) Winner shall be selected as follows:

- (a) On or about Monday, November 2nd in Toronto, Ontario, one (1) entrant will be selected

by a random draw from all eligible entries received during the Contest Period. The selected entrant shall be eligible to win only one (1) Prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsors. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with the Contest Rules and sign and return the Release (described below).

- (b) The judges, in their absolute discretion, shall select the Winner based upon the above criteria. The decisions of the judges shall be final and binding and may not be challenged in any way.
- (c) THE SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN TUESDAY, NOVEMBER 3RD AT 12:01 P.M. EDT AND MUST RESPOND WITHIN ONE (1) BUSINESS DAY OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone to the contact number provided in the notification, and the selected entrant's response must be received by the Sponsors within one (1) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsors' sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors to receive a selected entrant's response.
- (d) If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the correct number of Prizes.
- (e) At Sponsors' sole discretion, the selected entrant may receive a phone call on Tuesday, November 3, 2015 and be interviewed by representatives of CNLA.

6. **RELEASE.** Winner and Guest will be required to execute a legal agreement and release ("Release") that confirms Winner's and Guest's: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "Releasees") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and (iv) grant to the Sponsors of the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's and Guest's name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited. Winner must comply with all booking and

travel instructions contained in the Prize Letter.

7. **INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

8. **LIMITATION OF LIABILITY.** The Sponsors assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, on account of technical problems or otherwise. The Sponsors are not responsible for any injury or damage to entrant related to or resulting from participating in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest.

9. **CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted on the Canada Blooms: The Flower and Garden Festival website – www.canadablooms.com throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsors, which shall be final and binding in all respects. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any of Sponsors' properties or services; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

10. **PRIVACY / USE OF PERSONAL INFORMATION.**
 - (a) By participating in the Contest, entrant: (i) grants to the Sponsors the right to use his/her name, mailing address, telephone number, and e-mail address ("**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the Winner; and (ii) acknowledges that the Sponsors may disclose his/her

Personal Information to third-party agents and service providers of any of the Sponsors in connection with any of the activities listed in (i) above.

- (b) The Sponsors will use the entrant's Personal Information only for identified purposes, and protect the entrant's Personal Information in a manner that is consistent with the Policies of Canada Blooms Horticultural Society.
11. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
 12. **TERMINATION.** Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
 13. **LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions 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.
 14. **LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.