

# CO-OP® “WIN YOUR DECK OR FENCE” CONTEST

## OFFICIAL CONTEST RULES & REGULATIONS

The Win Your Deck or Fence Contest (the “**Contest**”) is sponsored by Federated Co-operatives Limited (the “**Sponsor**”) and will be administered by both the Sponsor and My Brother Darryl (the “**Administrator**”). The Contest begins 12:00:00 am CT (Central Time) on April 29, 2021 (the “**Contest Start Date**”) and ends 11:59:59 pm CT on May 26, 2021 (the “**Contest Closing Date**”), known as the “**Contest Period**”. All dates and times are in Central Time.

### 1. HOW TO ENTER:

NO PURCHASE NECESSARY. A purchase will not increase your chance of winning. To enter and receive one (1) Contest entry:

**Online:** Go online to [www.cooppromotions.com](http://www.cooppromotions.com) (the “**Contest Website**”), click the “Win Your Deck or Fence” Contest link and complete the online registration form with the following information: full name, valid email address, postal code, phone number, valid Co-op® Home Centre receipt that indicates a purchase of qualifying product(s) (the “**Qualifying Products**”) and confirm that you have read, understood and accepted the Contest rules and that you are age of majority in your province by clicking the applicable boxes. All online entries must be received on or before the Contest Closing Date.

**By Mail:** Visit a participating Co-op® Home Centre Location, Complete the entry form or print your name, address, city/town, postal code, phone number, email address, Co-op® Store Name and Skill Testing Question, and mail along with a valid Co-op® Home Centre receipt that indicates a purchase of Qualifying Product(s) to:

#### CO-OP “Win Your Deck or Fence” Contest

c/o My Brother Darryl  
20440 Simcoe St.  
Seagrave, ON  
LOC 1G0

All mailed-in entries must be received separately in an envelope bearing sufficient postage (ie. multiple entries in the same envelope will be void), post marked on or before May 26, 2021 and received on or before June 4, 2021 (the “**Mail-in Contest Closing Date**”).

Limit one (1) entry per person regardless of method of entry (Online or By Mail), email addresses, telephone numbers per unique Co-op Home Centre receipt.

**No Purchase Necessary:** To enter without purchase, print your name, address, city/town, postal code, phone number, and email address on a plain piece of paper and mail along to:

## **CO-OP “Win Your Deck or Fence” Contest - NPN**

c/o My Brother Darryl

20440 Simcoe St.

Seagrave, ON

L0C 1G0

Total limit of one (1) Official Entry Form without purchase can be submitted. Each entry must be mailed in a separate envelope bearing sufficient postage.

**Qualifying Products:** For decking, the materials purchased must be BAREFOOT® Brown Decking. For fencing, the fence boards must be brown-treated. Please note that deck and fence installation and delivery fees do not qualify for this Contest, and will not be refunded. Supporting products for decking or fencing installation (deck screws, joists, etc. bought on the same invoice) qualify for the Contest. However, this does not include railing or other accessory products.

### **2. ELIGIBILITY:**

#### Eligible

To enter the Contest and be eligible to win a prize in the Contest, a person must be a resident of British Columbia, Alberta, Saskatchewan or Manitoba, and the age of majority in the jurisdiction in which he or she resides as of the Contest Start Date.

#### Not Eligible

The Sponsor’s employees and the Sponsor’s Board of Directors, including their respective immediate family\* and those domiciled with the Sponsor’s employees and Board of Directors, are not eligible to participate in the Contest or win prizes in the Contest.

Employees of the Sponsor’s member retail co-operatives (“Co-ops”), the Co-ops’ Board of Directors as well as their respective immediate family\* and those domiciled with the Co-ops’ employees and the Co-ops’ Board of Directors are not eligible to participate in the Contest or win prizes in the Contest.

Employees of the Sponsor’s and the Co-ops’ operators, affiliates, agents, independent judging organization, consulting, advertising and promotional agencies, as well as those domiciled with and the immediate family\* of the foregoing, are not eligible to participate in the Contest or win prizes in the Contest.

\* “Immediate family” includes parents, siblings, children and spouses.

### **3. PRIZE:**

One (1) \$2,500.00 CDN rebate cheque on the purchase of brown-treated deck or fence material (the “Prize”). Prize will be in the form of a cheque from the local Co-op. Labour, installation and delivery fees do not qualify for this contest.

APPROXIMATE RETAIL VALUE \$2,500.00 CDN

The chances of being selected are dependent upon the total number of eligible entries received during the Contest Period.

#### **4. PRIZE WINNER:**

A random draw will be made on June 17, 2021 by the Administrator at Seagrave, ON from among all eligible entries received on or before the Contest Closing Date and Mail-in Contest Closing Date. There will be only one winner. Selected entrants will be contacted by email and/or telephone within seven (7) business days of the draw date by a representative of Sponsor or Administrator. If a selected entrant cannot be contacted within seven (7) business days of the draw date his/her entry will be disqualified and another entrant will be randomly selected. To be declared a prize winner (the “**Prize Winner**”), the selected entrant must: (1) correctly answer a mathematical skill testing question to be administered via telephone, mail or email; and (2) complete, sign and return a Statement of Compliance, Release and Indemnity Agreement to the Sponsor within seven (7) business days of receipt of written prize notification or Prize will be forfeited and an alternate Prize Winner selected. Prize Winners consent to the use of their name, address (city and province) and photograph without compensation, in any future publicity carried out by the Sponsor.

#### **5. GENERAL:**

- i) **Verification.** Entries made online and request for participation without purchase are subject to verification by the Sponsor. Any entry that is, as the case may be, incomplete, incomprehensible, inaudible, illegible, fraudulent, mutilated, late, or which does not comply with the rules herein will automatically be rejected and will not entitle a person to an entry or a Prize.
- ii) **Disqualification.** The Sponsor and Administrator reserves the right to disqualify any person or cancel one or more entries of any person entering this contest or who attempts to participate by means contrary to the rules herein or in a manner prejudicial to other participants (e.g., use of Entry Forms obtained from an unauthorized source, entries exceeding the allowable limit, computer hacking, etc.). Any attempt to deliberately damage the Contest Website or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. If such an attempt is made, the Sponsor reserves the right to seek damages from that person, without prejudice to the rights of the Sponsor to seek any other remedies to the extent permitted by law. This person could be referred to the competent judicial authorities.
- iii) **Non-compliance/eligibility.** By entering the Contest, entrants agree to abide by these Official Rules and the decisions of the Sponsor with respect to all aspects of the Contest, which are final. This Contest is subject to all applicable federal, provincial and municipal laws. To request a copy of these Official Rules, send a self-addressed, stamped envelope to CO-OP® “Win Your Deck or Fence” Contest, PO Box 1050, Saskatoon SK S7K 3M9. Any participant who is selected at random as part of this contest and does not comply with the eligibility requirements herein will be automatically disqualified and another random draw will be held to select a participant. Any selected participant that does not comply with these eligibility conditions must inform the Sponsor, Administrator or their respective representatives as soon as they contacted him or her.

- iv) **Acceptance of a Prize.** All Prizes must be accepted as described in these rules and cannot be transferred to another person, substituted for another prize or exchanged in part or in whole against money, subject to the provisions paragraph below.
- v) **Substitution of a Prize.** In the event that it was impossible, difficult and/or more costly for the Sponsor or to award a Prize (or a portion thereof) as described in these rules, they reserve the right to award a Prize (or a portion of the prize) of similar nature and equivalent value or, at their sole discretion, the value of the Prize (or a portion of the Prize) indicated herein in cash, without any liability to Sponsor.

**Refusal to accept a Prize.** The refusal of a person selected at random to accept a Prize according to the terms herein releases the Sponsor from any obligation related to Prize to that person.

- vi) **Limit of responsibility .** By participating in the Contest, entrants agree to release and indemnify the Sponsor, Administrator and any independent judging organization as well as their respective parents, affiliates, member retail co-operatives, agents and contractors, including advertising and promotional agencies, and their directors, officers and employees (collectively referred to as the “**Beneficiaries**”), from any and all losses, expenses (including legal fees), damages and claims of any kind in connection with the Contest or resulting from the acceptance, possession or use of any Prize, including without limitation any loss, personal injury, death, property damage, or claims based on publicity rights, defamation or invasion of privacy. To be declared a winner, and before obtaining the Prize, the selected person agrees to sign a Declaration Form to this effect. Under no circumstances will the Administrator, Sponsor, its member retail co-operatives, subsidiaries, affiliates, independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotional agencies, be responsible for any injuries, loss or damages of any kind (compensatory, direct, incidental, indirect, consequential or otherwise) with respect to or in any way arising from, this Contest or the Prize awarded. In no event shall the Sponsor be required to award more prizes than what is indicated in these Official Rules or award the prizes otherwise than in accordance with these Official Rules.
- vii) **Responsibility – operation of the Contest.** The Beneficiaries disclaim any liability with respect to: the malfunctioning of any computer component, software or communications line; any faulty, incomplete, or incomprehensible transaction or any transaction erased by any computer or any network, and which may limit or prevent any person from entering the Contest; any technical or human error which may occur in the treatment of or participation in the Contest; problems with the functioning of the website or features of the website, regardless of cause; malfunction or damage to the telephone network or lines, to computer equipment, to voice mail machines or systems, to data or software, to online systems, servers or access providers; any loss of function because witnesses are not activated; congestion on the Internet; the security or privacy of information transmitted via computer or telephone networks; or any breach of privacy due to interference by hackers.
- viii) **Amendment.** Subject to applicable law, the Sponsor reserves the right, at its sole discretion, without notice or liability, to cancel, terminate, modify or suspend this Contest in whole or in part for any reasons whatsoever. In the Sponsor’s sole discretion, a Prize Winner may be

selected by randomly drawing from among all valid entries received up to the time of cancellation, termination or suspension.

- ix) **Limitation of prizes.** In any case, the Beneficiaries and suppliers of Qualifying Products related to this Contest shall not be held to award more prizes than indicated in the rules herein or to award prizes other than in accordance with the rules herein.
- x) **Impossibility to act – labour dispute.** Beneficiaries shall not be liable in any way in all cases where their inability to act would result from an event or situation beyond their control (earthquake, war, act of terrorism, fire, flood, storm, riot, insurrection, civil unrest, fire or other force majeure) or a strike, lockout or any other labour dispute in their establishments or in the establishments of organizations or companies whose services are used to hold this Contest.
- xi) **Limitation of liability – participation.** By participating or attempting to participate in this Contest, participants release the Beneficiaries from all responsibility for any damage they may incur due to their participation or attempted participation in the Contest.
- xii) **Authorization.** By entering this Contest, any Prize Winner authorizes the Beneficiaries and their representatives to use, if required, their name, photograph, image, declaration regarding the Prize, place of residence and/or voice without any form of compensation and at their discretion, without limit as to the period of use in any social media or website and globally, for advertising purposes or any other purpose deemed relevant. A statement to this effect will be included in the Declaration Form.
- xiii) **Ownership of Entry Forms.** Entry forms, and requests for participation without purchase, are the property of the Sponsor and the Administrator and will in no case be returned to participants.
- xiv) **Communication with participants.** No communication or correspondence will be exchanged with participants in this Contest except with those selected for a Prize.
- xv) **Personal information.** The Sponsor respects your privacy. By entering the Contest you consent to the collection, use and disclosure of your personal information. Subject to Section 12(xii), the personal information provided by participants in connection with this Contest is being and will be used by the Sponsor and/or by third party service providers on behalf of the Sponsor (including the Administrator) only for the purposes of administrating and conducting this Contest, including determining eligibility and awarding and delivering the Prize, and for no other purpose. No communication, commercial or otherwise, unrelated to this Contest will be sent to a participant, unless the participant expressly authorizes it. Federated Co-operatives Limited will handle personal information in accordance with its privacy policies and practices, which can be accessed on its website [www.fcl.crs](http://www.fcl.crs) or by contacting the privacy officer for Federated Co-operatives Limited at [privacy@fcl.crs](mailto:privacy@fcl.crs); and in accordance with applicable laws. **Decisions of the Sponsor and Administrator.** Any decision of the Sponsor or Administrator or their representatives regarding this Contest is final and cannot be appealed
- xvi) **Identification of the participant.** For the purposes of the rules herein, the participant is the person whose name appears on the Entry Form (or elsewhere, such as on a request for

participation without purchase). It is to this person to whom the Prize will be awarded if he or she is selected and declared the Prize Winner.

xvii) **Unenforceable paragraph.** If any section of the rules herein is declared illegal, unenforceable or invalid by a competent court that section shall be considered invalid, but all other paragraphs not affected will be enforced to the extent permitted by law.

xviii) **Jurisdiction.** This contest is subject to all applicable local, provincial and federal laws and regulations.