

CONTRACT
OR AND
ENGINEER

**IPEX – IN THE WINNERS CIRCLE WITH AQUARISE® (the "Contest")
RULES AND REGULATIONS FOR PLUMBING AND MECHANICAL
CONTRACTORS AND ENGINEERS (the "Rules")**

YOU MUST READ THE CONTEST RULES IN THEIR ENTIRETY BEFORE ENTERING THE CONTEST. BY ENTERING THE CONTEST, YOU AGREE TO BE FULLY AND UNCONDITIONALLY BOUND TO THE RULES AND THAT ALL DECISIONS OF IPEX INC. (THE "Sponsor") IN RELATION TO THIS CONTEST WILL BE FINAL AND BINDING ON YOU AND ALL ENTRANTS.

1. HOW TO PARTICIPATE

1.1 ELIGIBILITY: The Contest is open to all residents of Canada who have reached the age of nineteen

(19) years old and are plumbing or mechanical contractors or engineers, or employees of companies acting as plumbing or mechanical contractors or engineers, except employees or retirees of the Sponsor and its affiliates, parents, agents, representatives, advertising and promotional agencies and members of the immediate family of these employees and retirees or any person with whom they are domiciled (the "**Participant**" or "**Participants**").

1.2 CONTEST PERIOD: The Contest commences at 00:00:01 a.m. EST on Thursday, November 3, 2022 (the "**Contest Commencement Date**") and ends at 11:59:59 p.m. EST on Friday, December 23, 2022 (the "**Contest Closing Date**").

1.3 CONTEST ENTRY: No purchase necessary. The Participants may enter the Contest online (the "**Online Entry**") All Participants are eligible to win the Grand Prize (as defined below) or the Secondary Prizes (as defined below). As such, the Participant who wins the Grand Prize shall not be eligible to win any Secondary Prizes.

1.3.1 TO ENTER ONLINE: During the Contest Period, Participants may enter online by scanning a QR code or visiting WinWithAquaRise.com and by completing the online quiz and Contest Entry form by entering all required information in the appropriate fields (name, company name, job title, phone number, email address) and by confirming that they are plumbing or mechanical contractors or engineers or employees of companies acting as plumbing or mechanical contractors or engineers. Next, the Participants must indicate whether they would like to receive information regarding upcoming promotions or other communications from the Sponsor (not mandatory for Entry) and confirm their compliance with the Contest Rules. By entering the Contest online, the Participants are eligible to win the Grand Prize or one of the Secondary Prizes.

1.4 CONTEST ENTRY RESTRICTIONS: Participants are restricted to one (1) Online Entry per person. Online Entries indicating the same telephone contact number or email will be considered, for the purpose of the Contest, to belong to the same Participant and therefore are subject to the above restriction. Any excess Online Entries will be invalid for purpose of the Contest draws. All Online Entries must be submitted from a valid

email account that may be identified by reverse domain name search.

2. PRIZES

2.1 GRAND PRIZE: The Grand Prize will be awarded by a random computer-generated draw held on Tuesday, January 10, 2023 at approximately 10:00 am EST at Sparks Marketing Communications – 3-1440 King St North, St. Jacobs, ON, from all eligible Entries received before the Contest Closing Date (the “**GP Selected Participant**”). There is one (1) Grand Prize available to be won in the Contest. The Grand Prize consists of: airfare to and from Charlotte, NC for the winner and a guest of their choosing; 3-nights accommodations in Charlotte, NC; Pineville, NC IPEX plant tour; indoor Clubhouse Premium Seating to the Coca Cola 600; transportation to and from the Charlotte Speedway; 2 dinners valued at \$150 per person per dinner; NASCAR Hall of Fame Victory Lane Admission; \$500 VISA Gift Card. The approximate total maximum retail value of the Grand Prize is Five Thousand Dollars (\$5,000) CAD (the “**Grand Prize**”).

2.2 The actual retail value may vary depending on availability of final pricing and on the city of departure.

2.3 The GP Selected Participant must have proof of valid travel documents prior to ticketing, including, without limitation, be subject to any restrictions on his/her ability to travel or to fully participate in the Grand Prize (whether mandated by a governmental authority, airline or other), otherwise the GP Selected Participant may be disqualified from the Contest and will have no recourse towards the Sponsor or anyone involved in the Contest. Such requirements may be validated by the Sponsor prior to delivery of the Grand Prize. In addition, Sponsor will not be responsible if GP Selected Participant is denied entry onto aircraft, into the destination, or return entry, due to travel restrictions (whether mandated by a governmental authority, airline or other) or other factors beyond Sponsor’s reasonable control which may prevent the Grand Prize or part of the Grand Prize from being fulfilled, and winner will not be entitled to compensation in lieu thereof. All other expenses not specified herein, including but not limited to: ground transportation; telephone, f cable charges; personal services and expenses such as laundry, valet, room service; gratuities; optional tours; insurance; medical travel documents; and other incidental costs and any other costs not specifically stated herein as being included, are the responsibility of the GP Selected Participant. The Sponsor reserves the right to select or change the airline, the accommodations, or any other element of the Grand Prize in its sole discretion. The Grand Prize may not be used towards any type of frequent flyer mileage, or other reward point accumulation program. No change in travel arrangements can be made once the Grand Prize booking has been confirmed. The Sponsor makes no express or implied warranties or conditions of any kind with respect to the safety, the quality or the content of the Grand Prize. The Sponsor makes no express or implied warranties or conditions of any kind and declines any responsibility with respect to the safety, the quality or the contents of the Grand Prize.

2.4 The Grand Prize must be accepted as awarded and may not be sold, transferred, and is not convertible to cash. The Sponsor reserves the right to substitute any or all components of the Grand Prize with another prize (or components) of equal or greater value in the event that all or any component of the Grand Prize is unavailable.

2.5 SECONDARY PRIZES: The Secondary Prizes will be awarded by random computer generated draws held on Tuesday, January 10, 2023 at approximately 10:00 am EST at Sparks Marketing Communications – 3-1440 King St North, St. Jacobs, ON, after the draw of the Grand Prize, from all eligible Entries received before the Contest Closing Date (the “**SP Selected Participant**”). There will be a chance to win one (1) of ten (10) One Hundred Dollar (\$100) CAD The Keg gift cards the “**Secondary Prizes**”).

2.6 The Secondary Prize must be accepted as awarded and may not be sold, transferred, and is not convertible to cash. The Sponsor reserves the right to substitute any or all components of the Secondary Prize with another prize (or components) of equal value in the event that all or any component of the Secondary Prize is unavailable.

(The GP Selected Participants and SP Selected Participants are hereinafter referred to as “**Selected Participant**” or “Selected Participants”.)

2.7 NOTIFICATION OF WINNERS: The Selected Participants will be contacted at least two (2) times within seven (7) days of the draw by which they have been selected, by telephone or by email (using the contact information provided by the Participant at time of entering the Contest). If any Selected Participant cannot be contacted in that time, another Participant will be randomly selected, and the initial Selected Participant will be disqualified and will have no recourse towards the Sponsor or anyone involved in the Contest. In order to win, the Selected Participant will be required to answer, unaided, a time-limited, mathematical skill-testing question to be administered over the phone, and the Selected Participant will be required to sign a standard Declaration and Release Form confirming compliance with the Contest Rules, acceptance of the Grand Prize or the Secondary Prize (as applicable), as awarded and releasing the Sponsor and any of its affiliates, agents and advertising and promotions agencies from any liability relating to the Contest. The Selected Participant will have seven (7) days from the date of receipt of the Declaration and Release Form to return a signed copy of the Declaration and Release Form to the Sponsor. If the Selected Participant does not meet all criteria of the Contest Rules, fails to correctly answer the skill-testing question or refuses or neglects to sign and return the Declaration and Release Form, another Participant will be randomly selected and the initial Selected Participant will be disqualified and will have no recourse towards the Sponsor or anyone involved in the Contest. This selection and notification process will occur until all Prizes are awarded, or until there are no more Contest Entries remaining. The Sponsor, its parents, affiliates, directors, officers and agents, its advertising and promotional agencies are not responsible, whether as a result of human error or otherwise, for any failure to contact any Selected Participant, and will not be responsible for contacting or forwarding any prizes to Selected Participants that provided incorrect or incomplete information. Once a Selected Participant is declared a winner (a “**Winner**”), the Winner will be directed as to how to claim their prize, which will be executed on May 27-30,

2023.

3. GENERAL RULES

- 3.1 ODDS:** The odds of being randomly selected to win the Grand Prize or the Secondary Prizes depend on the total number of eligible Entries received during the Contest Period.
- 3.2 INCIDENTAL COSTS:** All incidental costs and expenses not specifically referred to herein shall be the sole responsibility of the Winner of a prize.
- 3.3 USE OF CONTEST INFORMATION:** By entering the Contest, all Participants consent and acknowledge that The Sponsor reserves the right to collect and use any and all information related to the Participant and the Contest, for purposes of running the Contest, and where expressly consented to, for marketing purposes to the extent permitted by law. This may include the use of Participants' names, addresses, photographs, likenesses, voices and places of residence, in connection with any promotion or publicity, and/or for general media and information purposes without further compensation or notification. Participants' information shall not be provided to any third party unless the Participant grants consent. For more information on how the Sponsor uses information, please refer to IPEX's privacy policy available at: <http://www.ipexna.com/privacy-policy/>.
- 3.4 GOVERNING LAWS:** This Contest shall be governed by and constructed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. For Québec residents, any litigation respecting the conduct or organization of a publicity Contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- 3.5 ENTRIES VOID:** Each Prize claim is subject to verification by the Sponsor. Entries made with multiple addresses, under multiple identities, or through the use of any device or artifice to enter multiple times or entries that are in excess of the permitted number of entries during the Contest period will automatically be voided. All Contest entries obtained through unauthorized sources or which are incomplete, illegible, mutilated, altered, reproduced, forged, irregular or fraudulent in any way or otherwise not in compliance with these Rules are automatically void. The Sponsor will be the sole and final reference source in validating a Prize claim. The Sponsor, in its sole discretion, may disqualify any individual who is found to have tampered in any way with the operation of the Contest.
- 3.6 EXCLUSION OF LIABILITY:** The Sponsor shall not be responsible and the Participants agree to hold harmless against any and all liability, losses, damages, causes of action (including negligence) with respect to or arising out of the Participant's Entry or inability to make an Entry in the Contest, such as but not limited to incorrect or inaccurate transcription or registration of Contest Entry information, technical malfunctions, lost/delayed data transmission (including ballots not transmitted to the Sponsor by the participating distribution location or not transmitted before the Contest Closing Date), omission, interruption, deletion, defect, faulty, incomplete, incomprehensible, or erased computer or network transmissions, line failures of any telephone network, failure of computer equipment, software, inability to access any online service or web site, inability to submit the online Entry form, or any other error or malfunction, or any injury or damage to entrant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest,

or for late, lost, stolen, postage due, illegible or misdirected Entries. The Sponsor shall not be responsible and the Participants agree to hold harmless against any and all liability, damages, causes of action with respect to or arising out of the administration and management of the Contest by the Sponsor, including but not limited to the distribution, receipt, use, quality, performance, content of the Prizes and the awarding of such Prizes.

- 3.7 **SUBSTITUTION:** The Sponsor, at its sole discretion, reserves the right to substitute prizes of equal or greater value and/or to terminate, suspend or modify this Contest, in whole or in part,

at any time, without prior notice in the event of a technical failure, computer virus or bug, unauthorized human intervention, fraud or any other occurrence or cause beyond its control that corrupts or adversely affects the administration, security, fairness or normal operation of the Contest, subject, in Québec only, to the approval of the *Régie des alcools, des courses et des jeux*, without any compensation for the Participants. In the event a substitute prize is awarded, such prize must be accepted as awarded and cannot be exchanged for cash or otherwise.

- 3.8** Under no circumstances will the Sponsor, its affiliates, parents and independent contractors, and their respective directors, officers, employees, and agents, including advertising and promotion agencies be required to award more Prizes than what is indicated in these Rules or award the Prizes other than in accordance with these Rule

