

In the Winners Circle with AquaRise® Distributors Contest

OFFICIAL CONTEST RULES

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.

1. SPONSOR: The **In the Winners Circle with AquaRise® Distributors Contest** (the “Contest”) is sponsored by IPEX by Aliaxis., 1425 North Service Road East, Unit 3, Oakville, Ontario, L6H 1A7 (the “Sponsor”).

2. ELIGIBILITY: This Contest is open to legal residents of Canada who are of the age of majority in their province or territory of residence at time of entry and are IPEX by Aliaxis distributors, except employees or retirees of the Sponsor and its affiliates, parents, agents, representatives, advertising and promotional agencies and members of the immediate family (parents, children or siblings) of these employees or retirees or any person with whom they are domiciled. For greater certainty, each eligible distributor store will appoint a representative who is of the age of majority to act as the entrant for this Contest. The representative will participate in this Contest and receive the prize on behalf of the distributor store and will be referred to herein as “Participant” or “entrant”.

By entering and participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules. Entrants who do not comply with any of these Contest Rules are subject to disqualification by the Sponsor, in the Sponsor’s sole discretion.

3. CONTEST PERIOD: This Contest begins on 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**”).

4. HOW TO ENTER:

No purchase necessary. Only one (1) representative from each distributor store can enter the Contest.

To obtain one (1) entry in the Contest, during the Contest period, Participants must:

- enter online by visiting WinWithAquaRise.com (“Contest Website”), complete the online Contest entry form with all required information in the appropriate fields (full name, phone number, email address, province, postal code, store name, and store number);
- confirm that they are an IPEX by Aliaxis. distributor and;
- upload a picture on the Contest Website which includes the installation of the Sponsor provided promotional materials in the store (the “**Entry**” or “**Entries**”).

Entrants 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. All online entries must be submitted from a valid e-mail account that may be identified by reverse domain name search.

All entries must be received by 11:59:59 pm EST on Friday, December 23, 2022 to be considered in the prize draw.

Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter this Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, multiple e-mail accounts, multiple identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. 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 Contest Rules are void. No correspondence will be entered into except with potential winners. Proof of transmission (screenshots or captures, etc.) does not constitute proof of entry or receipt of an entry into this Contest.

Submission Guidelines – Photo Entries

All photo submissions are subject to the following Submission Guidelines:

- Entries must include the promotional material as set up in your store.
- Entries cannot be any of the following, all of which shall be determined by the Sponsor in its sole discretion:
 - Sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or describe any dangerous activity.
 - Promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that are unsafe or dangerous, or any particular political agenda or message.
 - Obscene or offensive, endorse any form of hate or hate group.
 - Defame, misrepresent or contain disparaging remarks about the Sponsor or their products or other people, products or companies.
 - Contain trademarks, logos or intellectual property or content owned by 3rd parties or advertise or promote any brand or product of any kind.
 - Contain copyrighted materials owned by 3rd parties.
 - Refer to the name of any person without permission from that person for you and the Sponsor to reproduce it.
 - Reproduce, whether by photograph or any other means, the image of any person without permission for you and the Sponsor to reproduce it.
 - Communicate messages inconsistent with the purpose of this Contest.

By submitting an Entry, participants represent and warrant the following:

- the Entry is your original work, created solely by you, and over which you have all necessary rights, title and interest, including copyright;
- the Entry has not been previously published;
- any and all individuals appearing in the Entry have granted to you permission to publish or otherwise use their likeness in the Entry in any manner and media whether now known or hereafter devised including, without limitation, on the Contest Website;
- the Entry complies with the Submissions Guidelines

By entering, you agree as follows: (i) you acknowledge that your Entry may be posted by Sponsor on the Contest Website and/or on Sponsor's social media channels, in Sponsor's sole discretion but without obligation; (ii) you have the right and authority to, and do hereby, grant to Sponsor an

irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, store, copy, broadcast, display, distribute, edit, alter, combine with other material, publish, post, commercialize and/or otherwise use without limitation all or any part of the Entry in any manner or media, including without limitation on the Contest Website; (iii) you waive any and all moral rights that you may have in and to the Entry with respect to the uses contemplated herein; and, (iv) you agree to release and hold harmless Sponsor from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to Sponsor's use of the Entry.

The Sponsor may determine, in its sole discretion, whether or not to accept any Entry and whether it will use any Entry for any purpose, including in any marketing or publicity. The Sponsor may require any entrant to obtain any 3rd party consent necessary for their Entry, whether to satisfy intellectual property, privacy or any other laws, before accepting an entrant's Entry into this Contest or using an entrant's photo for marketing, the administration of this Contest or any other purpose, any such consent(s) which may be required by the Sponsor being the sole obligation and expense of the entrant.

5. FIRST ENTRIES: The first fifty (50) Participants to enter will receive a gift card valued at One Hundred Dollars CDN (\$100) (the "**IPEX package**"). The IPEX package 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 IPEX package with another item (or components) of equal or greater value in the event that all or any item or component of the IPEX package is unavailable.

6. CONTEST PRIZES:

6.1 PRIZES: There is a total of one (1) Prize available to be won and this will be awarded by a random computer-generated draw held on Tuesday, January 10, 2023 at approximately 10:00 am EST in St. Jacobs, Ontario, from all eligible Entries received before the Contest Closing Date (the "**Selected Participants**" or a "**Selected Participant**"). The Selected Participant will win one (1) restaurant gift card of One Thousand CDN (\$1,000).

All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this Contest or use or redemption of any prize. Prize must be accepted as awarded and cannot be transferred or substituted for cash. No prize, or any portion thereof, can be combined with any other discounts, promotions, or special offers. The Sponsor reserves the right to substitute an alternate prize of equal or greater value if prize cannot be awarded for any reason whatsoever.

7. ODDS OF WINNING: The odds of winning a prize in this Contest will depend on the number of eligible entries received before the Contest End Date.

8. ENTRANT SELECTION AND CONFIRMATION: Potential winners will be selected by random 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.

Potential winners will be contacted at least two (2) times within seven (7) calendar days of the draws by telephone or e-mail (using the contact information provided at time of entry into the

Contest). If any potential winner cannot be contacted or does not respond within three (3) business days of Sponsor's second attempt, another potential winner will be randomly selected, and the initial potential winner will be disqualified and will have no recourse towards the Sponsor, or anyone involved in the Contest. In order to be declared an official winner, all potential winners will be required to: (i) respond to Sponsor's notification within three (3) business days of Sponsor's second attempt; (ii) answer, unaided, a time-limited, mathematical skill-testing question as administered on the Declaration of Eligibility and Liability/Publicity Release form; and (iii) sign the Sponsor's Declaration of Eligibility and Liability/Publicity Release form (the "Release") confirming compliance with the Contest Rules, acceptance of the prize as awarded and releasing the Sponsor from any liability relating to the Contest.

Potential winners will have seven (7) calendar days from the date of receipt of the Sponsor's Winner Release to return a signed copy of the Release to the Sponsor to their individual IPEX sales representative. If a potential winner 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 Release within the specified time frame, another potential winner will be randomly selected and the initial potential winner will be disqualified and will have no recourse towards the Sponsor or anyone involved in the Contest. Once potential winners are declared winners they will be directed as to how to claim their prize, which will be delivered to them using the contact information provided at time of entry.

Disputes regarding identity of entrant (for online entries): If the identity of an entrant is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the e-mail or social media account associated with the entry). Each entrant may be required to provide proof that he/she is the Authorized Account Holder associated with an entry.

All prize claims are 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 are void. 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 Contest Rules are void. The Sponsor will be the sole and final reference source in validating all prize claims. The Sponsor, in its sole discretion, may disqualify any individual who is found to have tampered in any way with the operation of this Contest.

9. RELEASE AND INDEMNIFICATION: All winners must sign the Sponsor's Release to: (i) confirm compliance with the Contest Rules; (ii) agree to accept their prize as awarded; (iii) release, discharge and hold harmless the Sponsor, its departments and agencies, parent, 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, Facebook, Instagram, LinkedIn and all others associated with the administration, development and execution of the Contest (the "**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 their entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence (except for material injury caused by an intentional or gross fault if winner is a resident of Quebec), 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 a 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 an entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of a prize 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 in connection with any claim or demand by any third party, including any 3rd party referred to or depicted in any entry, or as a result of any non-compliance by an entrant with any of the Contest 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 the Entry by Sponsor.

The Sponsor is not responsible for: (i) incorrect or inaccurate entry information which 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 which fail to fully comply with these Contest 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 or Release; (iv) injury or damage to the entrant's computer 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 participation in the Contest or receipt or use or misuse of a prize, including any travel related thereto and the use of their entry by 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.

10. OTHER CONDITIONS:

Right to terminate or modify: The Sponsor reserves the right, in its sole discretion, subject to the approval of the Régie des alcools, des courses et des jeux (the "RACJ"), to terminate or amend this Contest at any time and in any way, including substituting prizes of equal or greater value, without prior notice. Without limiting the generality of the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right, subject to the approval of the RACJ, to cancel the Contest and conduct a random draw from all previously received eligible entries received by the relevant Contest Closing Date and to substitute prizes of equal or greater value.

Use of Personal Information: By entering the Contest, Participants consent to Sponsor's use and collection of Participant's personal information submitted for the Contest for purposes of administering the Contest, and where expressly consented to, for marketing purposes to the extent permitted by law. Participants' information shall not be provided to any third party unless the Participant grants consent. For more information on how Sponsor uses information, please refer to IPEX's privacy policy available at: <http://www.ipexna.com/privacy-policy/>.

Publicity Release: By accepting a Prize, winner(s) agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity,

without further compensation or notice, and hereby releases Sponsor and the Promotion Entities from any liability with respect thereto.

Governing Law: The Contest is void where prohibited by law and subject to all applicable Canadian federal, provincial, municipal and local laws. This Contest shall be governed exclusively by the laws of the province of Ontario, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Toronto, Ontario.

For residents of Quebec: 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.

Other: Each Prize claim is subject to verification by the Sponsor. All entries become the property of Sponsor and will not be returned. Winning a prize is contingent on fulfilling all the requirements set forth herein. Proof of entry submission does not constitute proof of receipt. Participants agree to abide by these Rules. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Rules shall not constitute a waiver of that provision. The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. If any provision of the Rules is determined to be invalid or otherwise unenforceable, then the Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate or necessary to comply with applicable law. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. **WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.**

Intellectual Property: 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 Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited.