

CONTRACTORS AND ENGINEERS

WIN WITH AQUARISE® CONTEST (the "Contest") RULES AND REGULATIONS FOR PLUMBING AND MECHANICAL CONTRACTORS AND ENGINEERS (the "Contest 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 CONTEST RULES AND THAT ALL DECISIONS OF IPEX INC. (THE "SPONSOR") IN RELATION TO THIS CONTEST WILL BE FINAL AND BINDING ON YOU AND ALL PARTICIPANTS.

1. HOW TO PARTICIPATE

- 1.1 **ELIGIBILITY:** The Contest is open to legal residents of Canada who have reached the age of nineteen (19) years old and are Canadian active industry professionals self-employed in the plumbing or mechanical industry or engineers actively working in Canada, OR employees of companies acting as plumbing or mechanical contractors or engineers that specify or install Potable Water Distribution Systems (the "**Participant**" or "**Participants**"). Employees or retirees of the Sponsor and its affiliates, parents, agents, representatives, advertising and promotional agencies, students, alumni, academics, individuals employed by related industry companies, competitor companies and members of the immediate family of these employees and retirees or any person with whom they are domiciled are not eligible to enter the Contest. Determination of whether an individual is an eligible Participant is within the sole discretion of the Sponsor.
- 1.2 **CONTEST PERIOD:** The Contest commences at 00:00:01 a.m. Eastern Standard Time ("**EST**") on Monday, July 17, 2023, and ends at 11:59:59 p.m. EST on Wednesday, October 04, 2023 (the "**Contest Period**").
- 1.3 **CONTEST ENTRY: No purchase necessary.** During the Contest Period, Participants may enter the Contest by scanning a QR code or visiting www.winwithaquarise.com (the "**Contest Website**") and by completing the online quiz and entry form (the "**Contest Entry Form**") by entering all required information in the appropriate fields (full 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), confirm their compliance with these Contest Rules and upon doing, so click "Submit" to receive one (1) entry (the "**Entry**") into the Contest. Entries must be received on or before 11:59:59 p.m. EST on October 04, 2023 (the "**Contest Closing Date**"). By entering the Contest, the Participants are eligible to win the Grand Prize or one (1) of the Secondary Prizes (as defined below in section 2). As such, the Participant who wins the Grand Prize shall not be eligible to win any Secondary Prizes. Limit of one (1) Prize per person.
- 1.4 **CONTEST ENTRY RESTRICTIONS:** Participants are restricted to one (1) Entry per person during the Contest Period. 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. If it is discovered that you attempted to enter more than the number of times permitted, any excess Entries will be invalid for purpose of the Draws. All Entries must be submitted from a valid email account that may be identified by reverse domain name search.

2. **PRIZES:** There are eleven (11) Prizes available to be won, which are as follows:

2.1 **GRAND PRIZE:** There is one (1) grand prize (the “**Grand Prize**”) available to be won consisting of a trip for two (2) people (the winner and one (1) guest (the “**Travel Guest**”)) to Pinehurst, North Carolina in July 2024 (exact dates to be determined by the Sponsor). The Grand Prize includes: return economy airfare for the winner and their Travel Guest departing from the Canadian international airport closest to the winner’s residence (the “Departure Point”) to Raleigh-Durham International Airport (airline and flight itinerary to be determined by the Sponsor in its sole discretion); three (3) nights’ standard accommodation at the Carolina Hotel based on a single room, double occupancy as determined and selected by the Sponsor in its sole discretion; ground transportation (as selected by the Sponsor) for the winner and their Travel Guest to/from Raleigh-Durham International Airport and the Carolina Hotel; 4 rounds of golf with cart & practice facilities for winner and their Travel Guest; a Southern buffet breakfast each morning at the Hotel for winner and their Travel Guest; a 3 course dinner each evening (restaurant to be determined by the Sponsor) for winner and their Travel Guest and \$500.00 (CDN) spending money issued in the form of a prepaid gift card. The total approximate retail value (“**ARV**”) of the Grand Prize is \$10,000.00 (CDN) based on a Toronto, ON departure example.

The actual retail value of the Grand Prize may vary depending on the actual city of departure. No difference between the actual and approximate retail value will be awarded.

2.2 The winner must have proof of valid travel documents prior to ticketing, including, without limitation, be subject to any restrictions on their ability to travel or to fully participate in the Grand Prize (whether mandated by a governmental authority, airline or other), otherwise the winner 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. The Grand Prize winner and their Travel Guest must travel on the same itinerary. The Travel Guest must be 19 years of age or older in the jurisdiction in which he/she resides prior to departure. In addition, the Sponsor will not be responsible if the winner or their Travel Guest 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, 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 winner and their Travel Guest. 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.

2.3 **INCIDENTAL COSTS:** All incidental costs and expenses pertaining to the Grand Prize not specifically referred to herein shall be the sole responsibility of the Winner and their Travel Guest.

2.4 The Grand Prize must be accepted as awarded and may not be sold or 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:** There are ten (10) secondary prizes (each a “**Secondary Prize**”) available to be won, each consisting of one (1) \$100 CAD Canadian Restaurant Gift Card, as selected by the Sponsor.

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

3. **PRIZE DRAWS:**

3.1 **GRAND PRIZE DRAW:** One (1) Participant will be selected for the Grand Prize (the “**GP Selected Participant**”) by a random computer-generated draw held on Thursday, October 05, 2023 at approximately 10:00 a.m. EST (the “**Grand Prize Draw**”) at Promotion Solutions (the “**Independent Contest Organization**”) in Oakville, ON, from all eligible Entries received during the Contest Period.

3.2 **SECONDARY PRIZE DRAW:** Ten (10) Participants will be selected for a Secondary Prize (each a “**SP Selected Participant**”) by a random computer-generated draw held after the Grand Prize Draw on Thursday, October 05, 2023 at approximately 10:00 a.m. EST (the “**Secondary Prize Draw**”) at the office of the Independent Contest Organization in Oakville, ON from all remaining eligible Entries received during the Contest Period.

3.3 **ODDS:** The odds of being randomly selected for the Grand Prize or a Secondary Prize depends on the total number of eligible Entries received during the Contest Period.

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

3.5 **NOTIFICATION OF WINNERS:** The Selected Participants will be contacted at least two (2) times within seven business (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, 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 (collectively the “**Releasees**”) from any liability relating to the Contest. The Selected Participant will have seven business (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 Entries remaining. The Releasees 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. **PLEASE NOTE:** The Selected Participants will also be required to provide physical or digital proof of their active license (number/scan) and proof of their active business (business address, phone number, and website information that will be verified by the Sponsor) to be awarded the Prize.

- 3.6 **GRAND PRIZE AWARDING:** Upon receipt and verification of the Declaration and Release Forms, the Grand Prize will be coordinated with the confirmed winner by the Sponsor. Once a Selected Participant is declared a winner (a “**Winner**”), the Winner will be contacted by the Sponsor regarding Prize fulfilment. Failure of the Travel Guest to return their Declaration and Release Form will result in the Travel Guest being disqualified from participation in the Grand Prize.
- 3.7 **SECONDARY PRIZE AWARDING:** Upon receipt and verification of the Declaration and Release Form, Secondary Prizes will be shipped to the confirmed winners by the Independent Contest Organization within four (4) weeks of verification.

4. **GENERAL RULES:**

- 4.1 **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/>.
- 4.2 **GOVERNING LAWS:** The Sponsor reserves the right, with the consent of the *Régie des alcools, des courses et des jeux* (the “**Régie**”) in the province of Québec, to terminate or suspend this Contest or to amend the Contest Rules at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, the Sponsor reserves the right, with the consent of the Régie, to cancel the Contest and conduct a draw from all previously received eligible Entries. The Sponsor and the Independent Contest Organization shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest.
- 4.3 **FOR QUÉBEC RESIDENTS ONLY:** Any litigation respecting the conduct or organization of a publicity Contest may be submitted to the Régie 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.
- 4.4 **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. 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.
- 4.5 **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 Participant'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 the Sponsor 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.

- 4.6 **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.
- 4.7 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 prizes other than in accordance with these Rules.
- 4.8 In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any Contest related materials, including, but not limited to point of sale, print or online advertising, the terms and conditions of these Contest Rules shall prevail, govern and control to the fullest extent permitted by law. In the event of any discrepancy or inconsistency between the English language version and the French version of these Contest Rules, the English version shall prevail and govern.
- 4.9 **SPONSOR:** IPEX Inc. 1425 North Service Road East, Unit 3, Oakville, Ontario, L6H 1A7

