

DISTRIBUTORS

WIN WITH AQUARISE® CONTEST (the "Contest") RULES AND REGULATIONS FOR DISTRIBUTORS (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 employed by an IPEX Inc. Distributor Store (the "**Participant**" or "**Participants**"). 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 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 Stand 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 an IPEX Inc. Distributor. Next, Participants must upload a photo (the "**Photo**") of the promotional materials installed in the store, provided by the Sponsor (see rule 1.4 for Photo guidelines). 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**"). Limit of one (1) Prize per person.
- 1.4 **PHOTO GUIDELINES:** Submitted Photos cannot be any of the following, all of which shall be determined by the Sponsor in its sole discretion:
 - o Sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or describe any dangerous activity;
 - o 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;
 - o Obscene or offensive, endorse any form of hate or hate group;
 - o Defame, misrepresent or contain disparaging remarks about the Sponsor or their products or other people, products or companies;
 - o Contain trademarks, logos or intellectual property or content owned by 3rd parties or advertise or promote any brand or product of any kind;
 - o Contain copyrighted materials owned by 3rd parties;
 - o Refer to the name of any person without permission from that person for you and the Sponsor to reproduce it;
 - o Reproduce, whether by photograph or any other means, the image of any person without

- permission for you and the Sponsor to reproduce it;
- o Communicate messages inconsistent with the purpose of this Contest.

1.5 **CONTEST ENTRY RESTRICTIONS:** Only one (1) representative from each Distributor store can enter the Contest. 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 Prize Draw. Entries must be submitted from a valid email account that may be identified by reverse domain name search.

2. **PRIZE:** There is (1) prize (the “**Prize**”) available to be won consisting of one (1) \$1,000 CAD Canadian Restaurant Gift Card, as selected by the Sponsor. The Prize 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 Prize with another prize of equal value in the event that the Prize is unavailable.

3. **PRIZE DRAW:**

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

3.2 **ODDS:** The odds of being randomly selected for the Prize depends on the total number of eligible Entries received during the Contest Period.

3.3 **NOTIFICATION OF WINNER:** The Selected Participant 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 the 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 Prize 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 the Prize is awarded, or until there are no more Contest Entries remaining. The Releasees are not responsible, whether as a result of human error or otherwise, for any failure to contact the Selected Participant, and will not be responsible for contacting or forwarding the Prize to the Selected Participant that provided incorrect or incomplete information.

3.4 **PRIZE AWARDING:** Upon receipt and verification of the Declaration and Release Form, the Prize will be shipped to the confirmed winner 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 the Sponsor'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 the Prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
- 4.4 **ENTRIES VOID:** 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 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 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 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 Prize and the awarding of such Prize.
- 4.6 **SUBSTITUTION:** The Sponsor, at its sole discretion, reserves the right to substitute the prize 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

