### "Win 1 Year of Free Fuel" CONTEST

### **Contest Rules**

1. The contest is held in Quebec, Ontario and the Atlantic Provinces by Parkland Fuel Corporation (hereinafter the "Contest Organizer") from September 6 to October 15, 2017, inclusively (hereinafter the "Contest Period").

#### **ELIGIBILITY**

2. The contest is open to all Canadian residents having reached the age of majority in their province of residence, with the exception of the Contest Organizer's employees, representatives, and agents, those of any company, corporation, subsidiary, or other legal entity controlled by or related to the latter, the participating establishments, suppliers of materials and services relating to the contest, as well as any member of their immediate family (brothers, sisters, children, father, mother), their legal or common-law spouse, and individuals with whom such employees, representatives and agents are domiciled.

# **HOW TO ENTER**

- 3. To enter, simply complete the entry form at <u>contest.ultramarcst.ca</u> with your first name, last name, postal code, email address and phone number, no later than October 15, 2017. No purchase necessary to enter the Grand Prize draw. Upon receipt of your duly completed entry form, you will automatically be entered in the draw. Limit of one entry form per entrant.
- 4. You may also enter the contest by mailing, in a sufficiently stamped envelope, your name, complete address and phone number along with an original letter (that may be handwritten) explaining that you wish to subscribe to the contest, to: "Win 1 Year of Free Fuel" Contest, Parkland Fuel Corporation, 1155, René-Lévesque West blvd, suite 3200, Montreal, Quebec, H3B 0C9. The letter must be mailed and postmarked no later than October 15, 2017.
- **5.** Limit of one entry per entrant, no matter the form of entry.

## **WEEKLY PRIZES**

- 6. One (1) Grand Prize is offered consisting of \$2,500 awarded in the form of ten (10) \$250 Ultramar gift cards.
- 7. A random draw to award the Grand Prize will be held at 2 p.m. at the Contest Organizer's regional office in Montréal, on October 19, 2017. One (1) eligible entry will be randomly drawn to award the prize among all entries duly received.
- 8. The following restrictions apply to the weekly prizes: Ultramar gift cards are valid in participating Ultramar service stations. Gift cards have no value prior to its activation by Ultramar. Ultramar is not responsible for any lost, stolen, or damaged cards. Cards are not redeemable for cash. No refund will be available.
- **9.** Prizes must be accepted as such, without possibility of substitution.
- **10.** The chances of an entrant's entry form being chosen depend on the number of entries received during the contest duration.

### **HOW TO CLAIM A PRIZE**

- **11.** Once selected for a prize, the entrant for which the entry was chosen randomly must:
  - a) be available to be reached by telephone within six (6) days of the draw. Any selected entrant who cannot be contacted after appropriate and reasonable measures taken by the Contest Organizer during that six (6) day period will be declared ineligible to receive his/her prize and another draw will be held to award that prize. If an entrant plans to be unavailable during this period of time, he/she may inform the Contest Organizer in advance of the draw;
  - b) correctly answer the mathematical skill-testing question that will appear on the form mentioned hereafter;
  - c) sign a declaration and liability waiver form described hereafter, stating that he/she has read, understood, and complied with the Contest Rules. This form will be sent by fax or email and must be returned to the Contest Organizer within five (5) days of its receipt.
  - d) on request and in a timely manner, provide a piece of photo ID.

Upon receiving this declaration and liability waiver form duly signed, the Contest Organizer will notify the winner of the manner in which he/she may obtain the prize. If the selected entrant is found to be in violation of one of the aforementioned conditions or any conditions stipulated in the present Contest Rules, he/she will be disqualified and a new draw will be held until a winner is declared.

### **GENERAL RULES**

- 12. Verification. The entry forms, letters submitted to enter the contest without purchase, and the declaration and liability waiver forms are subject to verification by the Contest Organizer. Any entry form, letter submitted to enter the contest without purchase, or declaration and liability waiver form that is, where applicable, incomplete, illegible, reproduced mechanically or by hand, damaged, fraudulent, obtained from an unauthorized source, submitted or sent late, featuring an invalid email address or telephone number, not having the correct answer to the mathematical skill-testing question, or otherwise non-compliant, will be rejected and will not be eligible to enter the draw or win the prize.
- **13. Responsibility.** The Contest Organizer is not responsible for documents that have been misdirected or sent in late by entrants.
- 14. Disqualification. The Contest Organizer reserves the right to disqualify a person or cancel one or more entries of a person if he/she enters this contest or tries to do so by any means contrary to these Contest Rules or which would be unfair to the other entrants (e.g., use of entry forms obtained by fraudulent means, entries received after the contest deadline). Such entrants may be reported to the appropriate legal authorities.
- **15.** Running of the contest. Any attempt to sabotage the legitimate running of the contest constitutes a violation of civil and criminal laws. Faced with any such attempts, the Contest Organizer reserves the right to reject the entrant's contest entries and to seek reparations pursuant to the law.

- **16. Acceptance of the prize.** The prize must be accepted as described in these Contest Rules, and cannot be transferred to another person, in whole or in part, or substituted for another prize.
- 17. Award of the prize. In the event that the Contest Organizer is unable to award the prize as described in these Contest Rules, for reasons unrelated to the winner, they reserve the right to award a similar prize of equal value or, at their sole discretion, the value of the prize indicated in these Contest Rules in cash.
- 18. Limitation of liability: use of the prize. The winner releases the Contest Organizer, their affiliates, participating Ultramar stations, their advertising and promotional agencies, their employees, agents and representatives (hereinafter the "released parties") from any and all liability for any damages he/she may suffer as a result of his/her participation in the contest, whether or not in compliance with these Contest Rules, as well as those resulting from the acceptance or use of his/her prize. Prior to obtaining his/her prize, the winner agrees to sign a declaration and liability waiver form in this regard.
- 19. Limitation of liability: running of the contest. The released parties are not liable for faulty computer components, software or communication lines relating to the loss or absence of network communication, or relating to any transmission that is faulty, incomplete, incomprehensible, or deleted by any computer or network, and that could limit the possibility or prevent any person from entering the contest. Furthermore, the released parties are not liable for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any Internet page or of any software or other program, and by the transmission of any information related to participating in the contest.
- 20. Modification of the contest. The Contest Organizer reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend this contest, in whole or in part, in the case of an event or any human intervention that could corrupt or affect the administration, safety, impartiality, or the running of the contest as foreseen in these Contest Rules, subject to the approval of the Régie des alcools, des courses et des jeux du Québec, if required. In any case, the Contest Organizer and the released parties cannot be held liable for cancelling, terminating, modifying or suspending this contest, in whole or in part, in compliance with these Contest Rules.
- 21. End of participation in the contest. In the event that participation in the contest must be ended, in whole or in part, for any reason whatsoever, before the scheduled contest deadline set out in these Contest Rules, the draw could take place, at the Contest Organizer's discretion, from among the entries duly received as at the date of the event that put an end to participation in the contest.
- **22. Authorization.** By participating in this contest, the winner authorizes the Contest Organizer and their representatives to use, if required, his/her name, photograph, image, voice, place of residence and/or declaration regarding the prize for advertising purposes, without any compensation whatsoever. A statement to this effect will be included in the declaration and liability waiver form.
- **23. Limitation of liability: participation in the contest.** Any person who participates or tries to participate in this contest releases the released parties from any and all liability for damages that he/she may incur as a result of participating or trying to participate in this contest.

- **24. Prize limit.** In all cases, the Contest Organizer shall not be required to award more prizes or to award a prize other than the one described in these Contest Rules.
- **25. Communication with entrants.** No communication or correspondence will be exchanged with the entrants during this contest, other than that stipulated in these Contest Rules, or if initiated by the Contest Organizer.
- **26. Personal information.** Entrants' personal information collected for the purposes of the contest will be used only to administer the contest and no commercial or other communications unrelated to the contest will be sent to entrants.
- **27. Exclusive property.** The entry forms, letters submitted to enter the contest without purchase, and the declaration and liability waiver forms are the property of the Contest Organizer and shall not be returned to the entrants.
- **28. Identification of entrant.** For the purposes of these Contest Rules, the entrant is the person whose name appears on the entry form and the person to whom the prize will be awarded if he/she is selected as and declared the winner.
- **29. Decision of the Contest Organizer.** All decisions of the Contest Organizer or those of their representatives regarding this contest are final and binding, subject to any decision by the *Régie des alcools, des courses et des jeux du Québec* in relation to matters under its jurisdiction.
- **30. Litigation.** 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 du Québec* for a ruling. Any litigation respecting the awarding of the prize may be submitted to the *Régie des alcools, des courses et des jeux du Québec* solely for the purpose of helping the parties reach a settlement.
- **31. Divisibility of sections.** If a section of these Contest Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
- **32.** Language. In case of a discrepancy between the French version and the English version of these Contest Rules, in the event that a French version is available, the French version shall take precedence.