

San Pellegrino Table Moments Social Contest

Official Rules (the “Rules”)

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE CONTEST IS VALID IN CANADA ONLY (AND IS OPEN ONLY TO ELIGIBLE PERSONS, AS SPECIFIED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

This Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, LLC. Information is being provided to the Sponsor (defined below), not to Instagram, LLC. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Instagram, LLC. Your participation in this Contest must at all times comply with all applicable Instagram, LLC, and terms of service. In the event of any violation of such terms of service, the Sponsor may, in its sole and absolute discretion, disqualify you from the Contest.

Contest Period

1. The San Pellegrino Table Moments Social Contest (the “**Contest**”) commences at 12:00:01 AM EST on October 15, 2023 and ends at 11:59:59 PM EST on December 31, 2023 (the “**Contest Period**”). All entries must be received by 11:59:59 PM EST on December 31, 2023 (the “**Contest Closing Time**”). Entries submitted after the Contest Closing Time will not be accepted.

Eligible Persons

2. The Contest is only open to legal residents of Canada who have reached the age of majority in their Province or Territory of residence at the time of entry, excluding: (a) employees, directors, officers, representatives and agents of: (i) Nestlé Canada Inc. (the “**Sponsor**”); (ii) the independent contest management organization appointed by the Sponsor to administer the Contest (the “**Contest Administrator**”); (iii) any affiliates of the Sponsor or the Contest Administrator; (iv) any of the Sponsor’s advertising, promotion and fulfillment agencies involved in the development or execution of the Contest in any way; and (v) any persons or entities involved in judging the Contest; and (b) all persons with whom those specified in (a) are domiciled or immediately related. The persons and entities specified in (a) and (b) are referred to collectively herein as the “**Contest Entities**”. For the purposes of these Rules, two people are “immediately related” if one is the husband, wife, spouse, common-law partner, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, mother, stepmother, mother-in-law, father, stepfather or father-in-law of the other. For clarity, groups, clubs, organizations, businesses and commercial and non-commercial entities cannot enter the Contest.

3. An entrant must meet the eligibility requirements set out in these Rules from the time of entry until the time he/she is confirmed a winner (if he/she becomes a winner).

How To Enter

4. **NO PURCHASE NECESSARY. Purchase is not required to enter the Contest and will not improve your chances of winning.** This Contest takes place on the social media application Instagram LLC. (“**Instagram**”) and requires you to have a valid user account to enter. If you do not have an account, registration is free: (visit www.instagram.com) or download application onto your smart phone or tablet device and follow the onscreen instructions to register.

5. Once you have your own personal Instagram account, take **all** of the following steps during the Contest Period to receive one (1) entry into this Contest (an “**Entry**”), subject to these Rules, and a chance to win one of the Contest prizes (the “**Prizes**”):

- a) Follow **@sanpellegrinoca** on Instagram,
- b) Post or share a Reel/Story of a picture of your "Table Moment with San Pellegrino" showing people sharing a meal at a table.
- c) Comment on the picture and add the hashtag **#ShareYourBest** to your comment.
- d) Tag **@sanpellegrinoca** on your photo

Entry is not valid without each step, including adding the hashtag **#ShareYourBest** as mentioned above.

6. Required Representations and Warranties: In addition, you must meet all the following as applicable to any and all of your Entries. Failure to do so may result in your disqualification.

By entering, you represent and warrant regarding each Entry (and any and all content forming part of each Entry):

- (a) It is your own original work, or you must have all the rights necessary to post or re-post the content. Your Entry must not contain any material that would violate or infringe upon the rights of any person or entity, including without limitation copyrights, trademarks or rights of privacy or publicity, or that is defamatory, threatening, indecent, obscene, or offensive, or that is unlawful, in violation of or contrary to any applicable laws or regulations, or which requires a license from any third party.
- (b) The Entry cannot have been selected as a winner in any other contest;
- (c) You have the express written consent of any identifiable persons appearing or referenced in your Entry or Entries to their Persona (as defined below) being used in the ways set out in these Official Rules, including Sponsor's right to use your Entry for any future commercial purpose without restrictions. Upon request, you will obtain written consent of any such persons for Sponsor in the form identified by Sponsor.
- (d) No person appearing in any Entry is under the age of eighteen (18).
- (e) Except for the marks of the Sponsor (addressed below), the Entry does not reference any person other than you, or any names, products or services of any company or entity or any third-party trademarks, logos, copyrights, trade dress or promotion of any brand, product, or service. Sponsor grants you the limited permission to use its marks in your Entry solely for purposes of entering. You shall immediately cease any and all use of the Sponsor marks upon expiration or termination of this Contest.
- (f) Your Entry is appropriate for public viewing. Without limiting the foregoing, your Entry is not lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, or otherwise contain content which Sponsor in its sole discretion decides is inappropriate or objectionable, including without limitation communicating messages that may reflect negatively on the goodwill of Sponsor. Your Entry must also not disparage or cast a negative light on any person, entity, or brand, product, or service.

Sponsor reserves the right in its sole and absolute discretion to not consider any Entry for the Contest if it believes the Entry violates or potentially violates any of the foregoing requirements or otherwise fails to comply with any provision of these Official Rules. Entrant agrees to reimburse Sponsor in full in respect of any losses, damages, and expenses, including reasonable legal fees (including, where permitted, reasonable attorney fees) that they may sustain from the breach of a representation or warranty made by Entrant, or the use of any rights granted by Entrant to Sponsor hereunder.

By entering, you warrant that your Entry or Entries comply with the requirements set out above including those at (a) – (f) above. By entering, you will and hereby do grant to Sponsor a perpetual, irrevocable, exclusive, worldwide, royalty-free, sub-licensable, freely assignable license to reproduce

your Entry and to otherwise use, exploit, copy, modify, adapt, edit, publish and display the Entry in any form, manner, venue, media or technology now known or later developed for any and all purposes, including, without limitation, for purposes of commercial or trade purposes, advertising, and promotion as Sponsor and its licensees or assignees determine, without further compensation, notification, or permission. Further, by entering, you hereby waive any moral rights you may have in any Entry in favor of the Sponsor.

By submitting your Entry you also grant to Sponsor the worldwide, perpetual, irrevocable, fully sub-licensable, and freely transferable right, but not the obligation, to use any and all names, identities, titles, likenesses, distinctive appearances, physical likenesses, images, portraits, pictures, photographs (whether still or moving), screen personas, voices, vocal styles, statements, gestures, mannerisms, personalities, performance characteristics, biographical data, signatures, and any other indicia or imitations of identity or likeness listed, provided, referenced, or otherwise contained in the Entry and/or image (all attributes, collectively, per person, a “**Persona**”) for purposes of advertising and trade, in any format, medium, or technology now known or later developed without further notice, approval, or compensation, unless prohibited by law.

By submitting you Entry, you also acknowledge and agree that Sponsor may receive other Entries under this Contest that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor’s use of such other similar or identical material.

7. If the social media account you use to submit your Entry Post is set to “Protected Mode” or is otherwise unavailable to the Sponsor, your Entry Post may not be visible to the Sponsor. Any Entry Post that is not visible to the Sponsor will not constitute an eligible entry in the Contest. To ensure your Entry Post is visible to the Sponsor, set your social media account to public mode. The Releasees shall bear no legal liability, express or implied, in relation to any Entry Posts that are not visible to the Sponsor.

8. Where you use a mobile device to access Instagram, data rates may apply. Please consult with your mobile device service provider regarding rate plans

9. Any available opt-in opportunities are not required to enter this Contest, and checking any opt-in boxes will not improve your chances of winning.

10. **ENTRY LIMITS: Limit of one (1) entry per person per day of the Contest Period, up to a maximum of Seventy Eight (78) Entries per person for the Contest Period**, regardless of the Instagram user account used to Enter the Contest, Once an entrant has reached this limit, any additional Entries submitted by an entrant in excess of this limit will be disqualified and will not constitute eligible Entries in the Contest. Further, if any entrant attempts to obtain more than the specified number of Entries, the Sponsor may, in its sole and absolute discretion, disqualify the entrant from the Contest and disqualify all of that entrant’s Entries.

11. All Entries are subject to verification at any time. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility from any entrant, which proof shall be in the form required by the Sponsor. Failure to provide proof of identity and/or eligibility to the satisfaction of the Sponsor in a timely manner may result in disqualification.

Prizes and Odds of Winning

12. There is a total of **one (1)** grand prize (“**Grand Prize**”) available to be won at the outset of this Contest of a trip for the winner of the Grand Prize (the “**Grand Prize Winner**”) and one (1) guest to Quebec City, Quebec, Canada for an unforgettable exclusive fine dining experience for two (2).

Such Grand Prize consists solely of (i) round trip economy air transportation to Quebec, as determined by the Sponsor in its sole discretion, for the Grand Prize Winner and one (1) guest from the major airport nearest Grand Prize Winner's residence in Canada; (ii) 3 days/2 nights (one (1) room double occupancy) standard hotel accommodations, as determined by the Sponsor in its sole discretion, (iii) local ground transportation to and from the airport and the hotel in Quebec (one round trip), (iv) two hundred Canadian dollars in spending money (\$200 CAD) in the form of a Prepaid card awarded solely to the Grand Prize Winner; and (v) Dinner for Grand Prize Winner and one (1) guest at the Champlain Restaurant in Quebec City, Quebec, Canada (date of dinner selected at the sole discretion of the Sponsor). **No Alcohol will be awarded or included as part of the Grand Prize.** The approximate retail value ("ARV") of the Grand Prize is Four Thousand Nine Hundred and Seventy Two Canadian dollars (\$4,972 CAD). The ARV of the Grand Prize may vary based on the actual departure airport. No difference between the actual and approximate Grand prize value will be provided. Grand Prize Winner and their guest must abide by all venue policies including any rules or regulations related to Covid-19. Sponsor reserves the right to revoke the full or partial prize from the Grand Prize Winner or their guest who it or venue personnel deem, in their sole discretion, may be intoxicated, be a safety risk, have violated any venue policy or law, or may bring the Sponsor into disrepute. **The approximate odds of winning a Grand Prize depend on the total number of eligible Entries received by the Contest Closing Time.**

13. There are a total of seventy-six (76) secondary Prizes (each, a "**Secondary Prize**" and together with the Grand Prize, each a "**Prize**" and together the "**Prizes**") available to be won at the outset of this Contest. Each Secondary Prize consists of five (5) coupons of 6x1L Multipack San Pellegrino. The ARV of each Secondary Prize is Forty-Five Canadian dollars (\$45 CAD). The ARV of all Secondary Prizes is Three Thousand Four Hundred and Twenty Canadian dollars (\$3,420 CAD) **The approximate odds of winning a Secondary Prize depend on the total number of eligible Entries received by the Contest Closing Time.**

14. **PRIZE LIMIT: Limit of one (1) Prize (i.e. one (1) Grand Prize OR one (1) Secondary Prize) per person.**

15. All amounts and costs related to any Prizes, including but not limited to all income, sales, use and other taxes (and the reporting thereof) imposed as a result of the award of a Prize, which are not expressly covered by the Sponsor are the responsibility of the individual winner. It is the individual winner's responsibility to understand and abide by any federal, provincial, territorial, local or foreign tax laws that may apply to receipt of a Prize.

16. A person eligible to win a Prize must accept the Prize as awarded and may not transfer such Prize or substitute or exchange for, or apply the Prize's value towards, cash or a higher cost or alternative prize. All Prizes are non-refundable, cannot be replaced if lost or stolen and are provided on an "as is" basis, without any representation or warranty of any kind. The Sponsor reserves the right, in its sole and absolute discretion, to make substitutions of equivalent or greater kind or value in the event of the unavailability of all or part of a Prize or for any other reason whatsoever.

How Prizes are Awarded

17. A random draw (a "**Grand Prize Draw**") to award the Grand Prize, subject to these Rules (including the verification and skill-testing question requirements), will be held on January 10, 2024, at approximately 2:00 PM EST in Vancouver, British Columbia from all eligible Contest entries received during the Contest Period. The Grand Prize Draw will be conducted by the Contest Administrator.

18. A random draw (a "**Secondary Prize Draw**") to award each Secondary Prize, subject to these Rules (including the verification and skill-testing question requirements), will be held on January 11, 2024 at approximately 2:00 PM EST in Vancouver, British Columbia, from all eligible Contest entries received during the Contest Period. The Secondary Prize Draw will be conducted by the Contest Administrator.

19. If, for any reason whatsoever, by the time of a Grand Prize Draw or Secondary Prize Draw (collectively, the "**Prize Draws**") no eligible Entries have been received or there is an insufficient number

of eligible Entries to award all of the Prizes allocated to that Prize Draw, any unawarded Prizes will be not awarded.

20. The Sponsor and/or its representatives may respond to Contest Posts or otherwise engage with Contest participants during the Contest Period, but such interactions will have no impact on the process through which Prizes are awarded in accordance with these Rules.

21. Within two (2) days of the date on which their Entry is selected as a potential winner, the potential winner of each Prize will be notified through a post to the Contest Instagram page (the “**Contest Page**”), requesting a response from the potential winner via direct message. If the potential winner fails to respond to such post within seventy-two (72) hours, then, at the Sponsor’s sole and absolute discretion, that potential winner may be disqualified without liability to the Sponsor. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible Entries through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. After initial contact is made via the Contest Page, a potential winner must provide contact details including an email address, phone number and physical home address. The potential winner will then receive official notification via email or certified or overnight mail delivery. Through the winner notification process, the potential winner must confirm his/her eligibility and indicate his/her willingness to accept the applicable Prize. No communications will be entered into other than with the potential winners.

Declaration and Release and Skill-Testing Question

22. Before being confirmed as a winner of a Prize, each potential winner must complete and return, within five (5) days of date of receipt, a Declaration and Release Form (the “**Declaration and Release**”), which (among other things):

- (a) confirms compliance with these Rules;
- (b) acknowledges acceptance of the Prize as awarded;
- (c) releases the Contest Entities and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all liability in connection with this Contest, the potential winner’s participation therein and the awarding and use/misuse of the Prize or any portion thereof; and
- (d) confirms the potential winner’s consent to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the internet.

23. Further, prior to being confirmed as a winner of a Prize, each potential winner must also correctly answer a mathematical skill-testing question contained in the Declaration and Release, without assistance of any kind, whether mechanical, electronic or otherwise.

24. If a potential winner fails to return the properly executed Declaration and Release within the specified time period, the Sponsor may, in its sole and absolute discretion, disqualify the potential winner, thereby forfeiting any and all rights the potential winner may have to the Prize. In the event of such a disqualification, an alternate potential winner will be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules.

25. If a selected potential winner does not meet the eligibility requirements, does not correctly answer the mathematical skill-testing question, does not complete and return the Declaration and Release, is unable or unwilling to accept the Prize as offered or elects to decline the Prize, he/she may be disqualified

at the sole and absolute discretion of the Sponsor and an alternate potential winner may be selected from among the remaining eligible entries, either through a process similar to the one that selected the original potential winner or through a random draw, the exact process to be determined by the Sponsor in its sole and absolute discretion, subject to these Rules. Any disqualified winner will not receive any alternate prize, substitution or compensation.

26. Upon satisfaction of all requirements of these Rules, including, without limitation, receipt of the completed Declaration and Release, winners will be contacted to make further Prize delivery arrangements.

Privacy

27. The Sponsor respects your right to privacy and works at all times to comply with all applicable data protection and privacy laws. Except as expressly set out in these Rules, in the Sponsor's Privacy Policy (available at <https://www.madewithnestle.ca/privacy-policy>), or as otherwise agreed to by you, any personal information provided in connection with this Contest will only be collected, used and disclosed by the Sponsor and its third party partners and service providers for the purposes of administering and conducting this Contest, including, without limitation, verification of eligibility and identity and awarding and delivering Prizes. Please note that personal information provided as part of this Contest may be collected in, transferred to and processed and stored in jurisdictions outside of Canada. Such information will be subject to the general laws applicable within those jurisdictions, including, without limitation, possible access by regulatory authorities. The Sponsor will not sell, share or otherwise disclose personal information provided in connection with this Contest to or with third parties or agents, other than to third parties or agents engaged by the Sponsor to fulfill the above purposes or as permitted or required by the applicable laws.

Additional Rules and Restrictions

28. By participating in this Contest, entrants agree to abide by and be bound by these Rules and the decisions of the Sponsor and the Contest Administrator, which shall be final and binding on all entrants in all matters relating to this Contest, subject to the jurisdiction of the Régie des alcools, des courses et des jeux, where applicable. In the event an entrant wins a Prize and is later found to be in violation of these Rules, he/she will be required to forfeit the Prize or to reimburse Sponsor for the stated value of the Prize if such violation is discovered after winner has used the Prize. False, fraudulent or deceptive entries or acts shall render entrants ineligible for the Prize.

29. Proof of sending (regardless of method) is not proof of receipt by the Sponsor or Contest Administrator. Incomplete, altered, mutilated or garbled entries will be disqualified. The Releasees are not responsible for lost, late, misdirected, garbled, stolen, incomplete, invalid, unintelligible or damaged entries, or for entries submitted in a manner that is not expressly allowed under these Rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, the effects of hackers, the failure of any electronic equipment, computer transmissions and/or network connections or any other reason beyond Sponsor's reasonable control; all of which will be disqualified. The Releasees are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including, without limitation: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. Entrants are restricted to use of ordinary and typical computer equipment and internet access use in respect of the Contest.

30. The Releasees are not responsible for the cancellation or postponement of any component of this Contest or any associated programs and materials. The Releasees are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in

connection with the Contest. The Releasees are not responsible for typographical or other errors in the offer or administration of this Contest, including, without limitation, errors which may occur in connection with the printing or advertising of this Contest, these Rules, administration or execution of the Contest, the conducting of the prize drawing, the cancellation of any element of a Prize, the processing of entries or in the selection or announcement of a Prize or Prize winner.

31. Each entrant must submit an entry and participate in the Contest on his/her own behalf. Any entry submitted on behalf of another individual, on behalf of a group or organization, or using another person's email address, name or other personal information will be disqualified and ineligible to claim any Prize.

32. Any attempt by any entrant to obtain more than the specified number of entries by using (or attempting to use) multiple names, identities, email addresses, registrations or logins, or by any other means whatsoever, will entitle the Sponsor, in its sole and absolute discretion, to void that entrant's entries and disqualify that entrant from the Contest. Entries by any means which subvert the entry process will be void. Any Entry that is determined by the Sponsor, in its sole and absolute discretion, to have failed to have been fully completed and submitted during the Contest Period will be rejected. Use (or attempted use) of any automated, macro, script, robotic or other systems or programs to enter or otherwise participate in, subvert or disrupt the Contest, and any other attempt to manipulate, tamper with or defraud any element of this Contest, is prohibited and is grounds for disqualification by the Sponsor in its sole and absolute discretion.

33. In the event of a dispute as to any entry, the authorized account holder of the email address included in the Entry for that entry will be deemed to be the entrant and he/she must be eligible according to these Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned or acknowledged.

34. The sole determinant of the time of receipt of an Entry for the purposes of determining the eligibility of that entry shall be the Sponsor or Contest Administrator's computer or server.

35. By participating in the Contest, except to the extent prohibited by applicable legislation, each entrant:

(a) consents to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including, without limitation, print, broadcast and the internet;

(b) releases and agrees to defend and indemnify the Releasees, Instagram LLC. from and against any and all liability, claims, losses, actions or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to an entrant's participation in this Contest, or the acceptance, possession or use/misuse of any Prize or participation in prize-related activities (including but not limited to activity related thereto);

(c) agrees not to make any claim against any of the Releasees, Instagram LLC. or against any third party that may result in a claim against any of the Releasees, Instagram LLC., in respect of any matter in any way relating to or arising in connection with the Contest; and

(d) acknowledges and agrees that the Releasees make no warranty, guaranty or representation of any kind concerning any Prize and disclaim any implied warranty.

36. The Releasees shall not be liable to Prize winners or any other person for failure to supply any Prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labour

dispute or strike, labour or material shortage, transportation interruption of any kind, or any other cause beyond the reasonable control of the Releasees.

37. Sponsor reserves the right, subject only to the jurisdiction of the Régie des alcools, des courses et des jeux, where applicable, to cancel, modify, suspend or terminate the Contest, to change any Contest draw dates and to modify these Rules at any time without notice, for any reason, including, without limitation, if, in the opinion of the Sponsor, in its sole and absolute discretion:

- (a) fraud, misconduct or technical failures destroy or threaten the integrity of any portion of the Contest;
- (b) a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest; or
- (c) there is any accident or printing, administrative or other error of any kind related to the Contest.
- (d) In the event of an early termination of the Contest, Sponsor reserves the right to determine the Prize winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

38. Subject only to the jurisdiction of the Régie des alcools, des courses et des jeux where applicable, the Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Rules, or as a result of technical problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules.

39. The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Website to participate in the Contest or use the Website; OR The Sponsor may, in its sole and absolute discretion, and without notice, terminate the right of any entrant or user of the Instagram pages to participate in the Contest.

40. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the Entry, the French version of these Rules and/or point of sale, television, print or online advertising, the terms and conditions of these English Rules shall prevail, govern and control.

41. Except where prohibited by law, by completing the act of entering the Contest, each entrant agrees that the Contest, and all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, shall be governed by the laws in force in the Province of Ontario and the federal laws of Canada applicable therein (excluding any conflict of laws, rule or principle that might refer such interpretation to the laws of another jurisdiction). Each entrant irrevocably submits to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter related to this Contest.

42. If any provision of these Rules is determined to be invalid or unenforceable, the remaining provisions of these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained herein.

43. Except where prohibited by law, by participating in this Contest, each entrant agrees that (a) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, and in no event will entrant be entitled to receive lawyers' fees or other legal costs; and (b) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.

44. For Quebec 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 board only for the purpose of helping the parties reach a settlement.

45. A copy of these Rules is available on the Website. If you have any questions regarding the Contest, or if you would like a list of the Contest winners once they are named, please contact the Sponsor through its contact information on the Website.
