# The DEFA Ambassador Contest Official Rules and Regulations

# THIS CONTEST IS OPEN TO SELECT RESIDENTS OF CANADA ONLY (EXCLUDING QUEBEC/QUEBEC RESIDENTS)

# NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE OR

### OTHERWISE IMPACT YOUR CHANCES OF WINNING.

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

# 1. KEY DATES:

The Ambassador Contest (the "Contest") begins on March 1<sup>st</sup>, 2021 at 5:00 p.m. Eastern Time ("ET") and ends on March 9<sup>th</sup>, 2021 at 5:00 p.m. ET (the "Contest Period"). Winners will be announced on March 17<sup>th</sup>, 2021 by 5:00 p.m. ET.

#### 2. ELIGIBILITY:

Contest is open only to select legal residents of Canada who: (i) have reached the legal age of majority in their province/territory of residence at the time of entry; and (ii) are the named and intended recipient of the Entry Form provided by DEFA Canada (the "Sponsor"); except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, it parent companies, subsidiaries, affiliates, distributors, prize suppliers, dealers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the "Contest Parties"). iii) are approved/correlated to an OEM affiliated with DEFA Canada, and have been invited to partake within the Contest.

IMPORTANT NOTE: The opportunity to participate in the Contest is not transferrable or assignable. As such, only the named and intended recipient of the Entry Form will be permitted to participate and accept the prize connected to the contest.

## 3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the "Rules").

# 4. HOW TO EARN ONE (1) ENTRY:

To be eligible to earn one (1) Entry (an "Entry"), you must complete the following step:

• Follow the instructions and fully complete the form provided on the DEFA Facebook contest page Once you have completed this step as outlined above, you will automatically be eligible to earn one (1) Entry in the Contest. There is a limit of one (1) Entry per person during the Contest Period.

#### 5. HOW TO EARN BONUS ENTRIES:

Once you have completed your Entry in accordance with Rule 4, you can earn Bonus Entries for each share:

Share with a friend on Facebook: The DEFA Facebook contest page will allow you to send the DEFA contest link through Facebook messenger or email to (one/more than one) family/friend to provide them with a chance to enter the contest. Once link is sent and referred family/friend(s) has/have signed up, then and only then, will you be provided an extra entry. IMPORTANT NOTE: If your referral wins the contest: you are not eligible to any prize claims.

**IMPORTANT NOTE**: The Contest is in no way sponsored, endorsed, or administered by, or associated with Facebook (each, a "**Social Platform**"). The Social Platform is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to the Social Platform. You may only use one (1) Facebook account to participate in this Contest.

To be eligible, all information provided via chosen social media (regardless of the method of entry) (collectively, your "Entry Materials") must: (i) be submitted and received in accordance with these Rules; (ii) include all required components and materials noted above; (iii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 8; and (iv) be in accordance with the applicable terms, rules, policies and guidelines of the applicable Social Platform (the "Social Platform Rules") (all as determined by Sponsor in its sole and absolute discretion).

#### **6. CONTEST ENTRY LIMITS:**

Entries and Bonus Entries will hereinafter collectively be referred to as "Contest Entries".

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, identities, accounts from the same Social Platform, Invitations and/or any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor's interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest (all as determined by Sponsor in its sole and absolute discretion), then they may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. To be eligible, a Contest Entry must be submitted and received in accordance with these Rules during the Contest Period. Eligible Contest Entries submitted and received in accordance with these Rules will be entered into the random draw. The Contest Parties, Facebook, Inc and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Contest Entries and/or other information (all of which is void).

## 7. VERIFICATION:

All Contest Entries and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest Entry and/or other information for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this

Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

# **8. CONTEST REQUIREMENTS:**

BY SUBMITTING ENTRY MATERIALS, YOU AGREE THAT THE ENTRY MATERIALS COMPLY WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY MATERIALS; (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED THE WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE APPLICABLE SOCIAL PLATFORM RULES (AS APPLICABLE). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

By participating in the Contest, each entrant hereby warrants and represents that any Entry Materials they submit:

- are honest and truthful, pertaining only to your entry;
- are original to them, and that the entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- do not violate any law, statute, ordinance or regulation;
- is provided only once, by original Facebook account that is identifiable, containing the correct legal name, or proof of identity, and by no other account, especially one that is not linkable to the entrant;
- will not share with others while giving rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and

The Sponsor and/or its promotional agency or designated content moderator (the "Reviewer") reserves the right to screen all Entry Profiles. Any Entry Profiles that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to request an entrant to modify, edit any inappropriate Facebook messaging before and after winning the prize (or any part thereof) in order to ensure that the winner complies with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the entrant (and therefore the corresponding Contest Entry) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Rules. By entering the Contest and completing the Entry Form, each entrant: (i) without limiting the applicable Social Platform Rules, as applicable, grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use their Media Materials (and each component thereof) if entrant wins the prize and shares on Facebook, in whole or in part, for advertising or promoting; (ii) waives all moral rights in and to their Entry Form and posts if prize is won (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Entry Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of their Entry Form or posts if prize is one (or any component thereof), including, without limitation, any claim based on publicity rights,

defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

#### 9. THE PRIZE:

There will be three (3) Prizes (the "Prize") available to be won by three separate people consisting of one (1) DEFA WarmUp kit (without engine heater) and installation per winner.

The total approximate retail value of the Prize is \$600+ CAD. Prize must be accepted as awarded and is not transferable, assignable, or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. If vehicle (make and model) of winner matches Sponsor's fitment chart, the Sponsor, at their sole and absolute discretion, may additionally provide winner with an engine heater on day of installation.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) product and installation specifics of the WarmUp System will be at the sole and absolute discretion of the Sponsor and subject to availability; (ii) the confirmed winner will be required to personally take delivery of the WarmUp System to be installed, location chosen by The Sponsor, after being contacted, within reasonable distance, and will be required to present adequate personal identification (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification); (iii) WarmUp will not be released and installed unless and until the confirmed winner first shows proof (in a form acceptable to the Sponsor) of having a valid driver's license (equivalent to a full "G" class license in Ontario) in the province/territory in which he/she resides and proof (in a form acceptable to the Sponsor) of being insurable; (iv) the confirmed winner is solely responsible for all other costs and expenses that are not included in the Prize description above, including, but not limited to, costs and expenses associated with obtaining a valid driver's license, licensing, insurance, tolls, fuel, fluids and electricity used by WarmUp; and (v) the winner must sign the Sponsor's form of Vehicle Use Agreement (or other similar document) (the "Agreement") and must be insurable and eligible under the terms and conditions of the Agreement. Without limiting the effect of the Agreement, the following conditions shall apply to the use of the Vehicle.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that they may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the Released Parties should their Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize, the confirmed winner agrees to waive all recourse against the Released Parties if their Prize or a component thereof does not prove satisfactory, either in whole or in part.

# 10. ELIGIBLE WINNER SELECTION PROCESS AND ODDS OF WINNING:

On March 9<sup>th</sup>, 2021 (the "Draw Date") in Toronto, ON at 5:00 p.m. ET, three (3) eligible entrants will be selected by random draw from among all eligible Contest Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Contest Entries submitted and received in accordance with these Rules.

# 11. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the eligible winner by email within five (5) business days of the Draw Date. If the eligible winner cannot be contacted within five (5) business days of the Draw Date, or if there is a return of any notification as undeliverable; then they may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Contest Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### 12. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS THE WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS A WINNER OR AN ELIGIBLE WINNER. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER.

The eligible winner will be required to: (a) sign and return within five (5) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, their participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of their name, address, voice, statements about the Contest and/or photograph 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 or medium whatsoever, including print, broadcast or the internet. If the eligible winner: (a) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then they will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Contest Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### 13. ELIGIBLE WINNER EXPECTATIONS AND SOCIAL SHARING EXPECTATIONS

Upon notifying, approving, receiving, and installing the Prize, eligible winners will be expected to test and use the Prize for a period of two (2) weeks after installation. At the end of (2) weeks, winners will be asked to provide DEFA a review of their experience to DEFA with the Prize (written, through photo or video). Any posts created on Facebook containing the Sponsor's product must tag and acknowledge the Sponsor. If post includes any: nudity, alcohol, drugs, other brands, negative, misconstrued, or other inappropriate perceived behaviour, Sponsor can have it taken down. Sponsor can re-use both reviews and testimonials provided by winners, as well as any pictures, posts, or videos that winners have shared on the Facebook platform.

# 14. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of

appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of any website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Contest Entry and/or other information to be received, captured, recorded or work properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with their Contest Entry for the purpose of administering the Contest. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant and/or other information with these Rules, or as a result of any technical or other 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, or for any other reason.

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, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

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