



COBS Bread Healthy Loafstyle Contest – Jan 4 – Feb 8, 2018 Rules and Regulations

THIS CONTEST IS OPEN TO RESIDENTS OF CANADA (EXCLUDING QUEBEC) AND IS GOVERNED BY CANADIAN LAW.

By participating in the COBS Bread *Healthy Loafstyle Contest* (the “**Contest**”), each entrant agrees to be legally bound by these Official Contest Rules and Regulations (the “**Rules**”) and the decisions of the Sponsor (defined below) with respect to all aspects of this Contest, which are final and binding on all entrants without right of appeal.

1. CONTEST PERIOD: Contest begins on January 4, 2018 at (or around) 7:30:00 a.m. Pacific Standard Time and ends on February 8, 2018 at 11:59:59 p.m. PST (the “**Contest Period**”)

2. ELIGIBILITY: This Contest is sponsored by BD Canada Ltd. dba COBS Bread (the “**Sponsor**”) and is open only to legal residents of Canada (excluding Quebec) who have reached the legal age of majority in their province/territory of residence at the time of entry. The Contest is not open to employees of the Sponsor and its parent, subsidiary, or affiliated companies, their advertising and promotion agencies, or their other representatives or agents, or immediate family members (spouse, parents, siblings, and children) or anyone with whom any of the foregoing is domiciled.

3. HOW TO ENTER: No purchase necessary to enter the Contest. To enter the Contest, go to <http://www.cobsbread.com/what-we-bake/healthy-loafstyle-contest> (the “**Website**”) and complete and submit the online entry form. Entries must include a diet / health related question to qualify for the prize.

All entries submitted through the above method are collectively referred to as “**Entries**” and each, individually, an “**Entry**” and any comment (and, where applicable, comment and photo) you submit in this Contest is hereinafter referred to as your “**Submitted Content**”.

Entry Limits

On Website: One entry per person for the duration of the Contest.

In the event of a dispute regarding the identity of an entrant, the entry will be deemed made by the authorized account holder submitted at the time of entry (i.e. the person who is assigned to an email account, Facebook User ID or Instagram account). Should it be discovered that an entrant is using the aid of computer programs to auto-fill entries, that entrant will be disqualified from the Contest. Sponsor reserves the right to disqualify all such entrants from future contests conducted by the Sponsor without further notice.

COBS Bread takes no responsibility for entries that are lost, misdirected, delayed, or which are received after the Contest Period. By submitting an entry, entrants agree to be bound by these Rules and all decisions of Sponsor which are final and binding on all entrants without right of appeal.



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Each must:

- be an original creation, produced solely by the Entrant. Reproducing, modifying, enhancing or altering a third party's pre-existing work does not qualify as original creation;
- not violate the rights of any third party, including, but not limited to copyright. For example, Entries must not defame, infringe or violate publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's, entity's or organization's personal or proprietary rights, including but not limited to, intellectual property rights. Where applicable, consent must have been obtained from all individuals (or their parent/legal guardian if they are under the age of majority in their jurisdiction of residence) whose name or likeness appears in your Submitted Content. For greater certainty, if your Submitted Content does contain the name or image or work of individuals other than yourself, you represent and warrant to the Sponsor that you have obtained all necessary rights from all such persons to share their name or image or work online as part of your participation in the Contest (and confirm that such persons have acknowledged and agreed that they are willing to sign further documents to confirm their grant of all such rights) and you agree to indemnify the Sponsor from and against any and all claims of any kind arising out of your participation in the Contest and/or your sharing of your Submitted Content. Note: if you do submit a photo and cannot obtain the consent of an individual appearing in that photo, then his/her face must be blurred out so as to be unrecognizable);
- not have been previously used commercially, submitted to another competition or contest, or won any other award;
- be in "good taste" and in keeping with the Sponsor's brand image and must not be explicit or offensive, as determined by the Sponsor, in its sole and absolute discretion; entries must also remain 'in-theme' of the contest;
- not contain any commercial content that promotes any product or service;
- not be false, inaccurate or misleading;
- not violate any law, statute, ordinance or regulation;
- not be defamatory, threatening, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; sexual activity or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual or religious groups; content that endorses, condones or discusses any illegal, inappropriate or risky activity, behaviour or conduct; personal information of individuals, including without limitation, names and addresses (physical or e-mail); conduct or other activities in violation of these Rules; commercial messages, comparisons or solicitations for products or services other than those of Sponsor; any identifiable third party products and/or trade-marks, brands or logos; and any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole discretion.
- not instigate others to commit illegal activities or violate human rights; and



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- not contain any viruses, worms, or other interfering computer programming.

An Entrant's right to submit an Entry must not be restricted in any way. Each Entrant must be able to provide legal releases for use of their Entry by the Sponsor in any format, and materials related to the Contest, including in relation to any third party's name, likenesses or work included in your Entry.

Your Entry will be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed and submitted during the Contest Period. Use (or attempted use) of any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

All Entries are subject to verification at any time 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) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor in a timely manner may result in disqualification.

The sole determinant of the time for the purposes of a valid Entry in this Contest will be the Contest server machine(s).

The Sponsor and/or its promotional agency or designated content moderator (the "**Reviewer**") will initially screen every Entry. Any Entry that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules may, in the sole and absolute discretion of Sponsor, be disqualified. The Reviewer and Sponsor reserve the right, in their sole and absolute discretion, at any time to disqualify, edit, remove or modify any Entry (as applicable), or to request an entrant to remove, modify, edit and/or re-submit his or her Entry (as applicable), in order to ensure that the Entry (as applicable) complies with these Rules, or for any other reason.

By entering the Contest and submitting an Entry (as applicable), each entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive, royalty free and irrevocable right and license to publish, display, reproduce, modify, edit or otherwise use his/her Submitted Content, in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Submitted Content in favour of the Sponsor; and (iii) agrees to release and hold harmless the Sponsor and Flight Centre and each of their respective agents, employees, directors, successors, and assigns (collectively, the "**Releasees**") from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that in any way relates to the



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Submitted Content or any other action, suit, debt/due, or damages. The Sponsor reserves the right, in its sole and absolute discretion, to post any Submitted Content on the Website, as well on any or all of the Sponsor's social media sites or any other media channels and applications, without further consent or compensation to the entrant.

Each entrant agrees to defend, indemnify and hold harmless the Releasees from any and all claims, liabilities, damages, expenses and costs (including legal fees) brought or asserted by or on behalf of any third party against any of the Releasees arising from or related to my Entry infringing or allegedly infringing a third party's intellectual property rights, publicity, privacy or confidentiality rights, or defaming or otherwise causing harm to a third party.

4. THE PRIZES AND APPROXIMATE RETAIL VALUES: There will be a (1) prize (“Prize”) available to be won, with an approximate retail value of \$500, as follows:

- a) Prize: The prize will consist of one (1) Bread For a Year Stamp Card (valued up to \$335) and (1) Gift Card to Sport Chek (retail value \$200). A Bread for Year Stamp Card allows the winner to receive one loaf per week for 52 weeks. The Stamp Card is valid at any COBS Bread bakery across Canada.

The prize will be selected randomly from all eligible entries. The 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). Releasees have the right to substitute prizes of equal value if prizes are unavailable.

After the Draw Date, the Sponsor or its designated representative will make a minimum of two (2) attempts to contact each eligible Prize winner.

Winners will be notified via email and will have 3 business days to respond. If an eligible Prize winner cannot be contacted within **3 business days** of the applicable Draw Date, or if there is a return of any notification as undeliverable; then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate eligible Entry based on the next randomly selected entrant in accordance with these Rules to be the eligible winner of the applicable Prize (in which case the foregoing provisions of this section shall apply to such new eligible winner). Unclaimed and uncollected prizes after 3 days will no longer be available. Selection of alternate eligible Entries is at the complete discretion of the Sponsor and all prizes may not be awarded should an entrant or entrants be unable to be contacted in accordance with these rules or are otherwise unwilling or unable to comply in full with these Rules.

Sponsor has the right to substitute prizes of equal value if prizes become unavailable.



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BEFORE BEING DECLARED THE CONFIRMED WINNER OF A PRIZE, each eligible Prize winner must: (i) correctly answer a mathematical skill-testing question; and (ii) sign and return within 3 business days of notification a declaration and release prepared by the Sponsor, which, among other things: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize as awarded; (iii) agrees to release and hold harmless the Releasees from any and all liability, including without limitation, for any loss, harm, damage, injury, cost or expense, personal injury and/or death, which may occur in connection with participant's participation in the Contest, or possession, acceptance, participation and/or use or misuse of the Prize and for any claims based on publicity rights, defamation or invasion of privacy and acknowledges that the Sponsor is not responsible if Contest cannot take place or if any element of the prize does not take place or cannot be awarded due to reasons outside of the Sponsor's control including weather; (iv) grants a non-exclusive, royalty free and irrevocable right and license to publish, display, reproduce, modify, edit or otherwise use his/her Submitted Content, in whole or in part to, and waives his/her moral rights therein in favour of, the Sponsor; (v) agrees to indemnify the Releasees against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Submitted Content including, without limitation, any claim that his/her Submitted Content infringes a proprietary interest of any third party; and (vi) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest, photograph or other likeness and Submitted Content without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet.

If an eligible Prizewinner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; and/or (c) cannot accept the applicable Prize as offered for any reason, then he/she will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible Entry based on the next randomly selected entrant in accordance with these Rules to be the eligible winner of the applicable Prize (in which case the foregoing provisions of this section shall apply to such new eligible winner).

The chances of winning depend upon the number of eligible entries received through each method of entry and on the time/date at which entries are received.

6. GENERAL CONDITIONS:

- a.** By entering the Contest, each entrant agrees to the use of his/her Submitted Content, along with his/her 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 the Sponsor in any manner whatsoever, including print, broadcast or the Internet.
- b.** The Releasees will not be liable for: (i) any failure of the Website or 3rd party sites during the Contest; (ii) any technical malfunction or other problems relating to the



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telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry to be received or recorded for any reason, 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; and/or (v) any combination of the above.

- c. The Releasees assume no responsibility for lost, delayed, incomplete or misdirected Entries. No correspondence will be entered into except with the selected entrants who will be notified by email and informed of all necessary arrangements. 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, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants.
- d. In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the social media profile or email address submitted at the time of entry. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question and that he/she has all necessary consents, permissions and/or licenses as required by these Rules.
- e. The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of an error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or any other cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.
- f. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole discretion, to disqualify any entrant's Entry in the Contest or entitlement to a Prize, if the Sponsor, in its sole discretion, determines or suspects that the entrant has attempted to undermine the legitimate operation of the Contest by cheating, hacking, deception, use of multiple mice or other fraudulent, deceptive or unfair playing practices (including, without limitation, any entries generated by script, macro, robotic, programmed, or any other automated means). Entries generated by script,



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macro, robotic, programmed, or any other automated means are prohibited and will automatically be disqualified.

- g.** 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 his/her entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy unless the entrant otherwise agrees.
- h.** 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 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.
- i.** All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.
- j.** In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the online entry form, Website and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.
- k.** Standard data rates apply to entrants who participate via a wireless mobile device. Please call your service provider for pricing and service plan information and rates before mobile device participation.

Consent to Personal Information Use and Disclosure

By entering the Contest, participants consent to COBS Bread's collection, use and disclosure of the personal information provided in Contest entries for the administration of the Contest and in aggregated, non-personal form in order to create reports regarding Contest entrant demographics and consumer habits.