



## **COBS Bread Thanks for Your Feedback Contest Rules and Regulations**

### **1. CONTEST DURATION**

The COBS Bread – **Product Trial Survey** (hereinafter, the “**Contest**”) is being held by COBS Bread, also known as BD Canada Ltd. (hereinafter, the “**Sponsor**”). The Contest starts at 12:00:01 a.m. Pacific Time (“**PT**”) on November 14, 2019 and runs on a monthly basis (the “**Contest Period**”) during a product trial.

### **2. ADMISSIBILITY**

The Contest is open to legal residents of Canada only, excluding Quebec, who are nineteen (19) years of age and older at the time they enter the Contest. Employees, administrators, agents or representatives of COBS Bread, suppliers of services or prizes, and any other companies directly or indirectly involved in the Contest, including their subsidiaries or affiliates, Contest judges and any immediate family of said excluded individuals and any people with whom they are living are not eligible to enter or win the Contest. “Immediate family” means parents, siblings, children, spouses. PLEASE DO NOT ENTER THE CONTEST IF YOU ARE INELIGIBLE. Participants must have valid identification and/or documentation in order to be eligible to win the prize. To be admissible, your Entry must be received within the Contest Period. All eligible Entries received during the Contest period will be entered into the random draw.

### **3. PARTICIPATION - HOW TO ENTER THE CONTEST**

No purchase necessary. Entries may be made online by visiting [www.cobsbread.com/feedback](http://www.cobsbread.com/feedback). The online survey must be filled out in its entirety, including your email address. A valid email address must be provided.

All entrants must indicate if he or she would like to receive information from COBS Bread. Receiving information from COBS Bread does not improve the odds to win a prize in the contest.

Only one online entry per trial product. Participants making multiple entries, or using automated methods of entry (i.e. bots or scripts), will be disqualified. Only fully completed entries will be accepted and eligible for entry into the contest. Entries that are fraudulent are not permitted and will be declared invalid. Paper entries that are illegible, altered, mutilated or tampered with will be declared invalid. All entries become the property of COBS Bread and will not be acknowledged or returned.

### **4. THE PRIZE**



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- There is one (1) monthly Grand Prize (the “Grand Prize”) available to be won every month of the Product trial.
- Each Grand Prize will consist of \$25 worth of COBS Bread product to be picked up at the winner’s local COBS Bread bakery
- The Sponsor and its associates make no express or implied warranties or conditions of any kind with respect to safety, appearance or performance of the Grand Prize or prize activity offered. Approximate retail value of each Grand Prize is \$25.00 CAD. Limit one Grand Prize per household. Odds of winning a Grand Prize will depend on the number of entrants online.
- Total approximate retail value of each Grand Prize: \$25.00 CAD. Prizes are non-transferable, cannot be substituted, may not be sold, combined with any other offer or redeemed for cash. Sponsor reserves the right to substitute the Grand Prize or a portion of the Grand Prize for a prize of equal value for whatever reason.

### CONDITIONS:

The following conditions apply to the prize:

- All costs not specifically stated as being part of the prize will be at the sole expense of the winners.
- The monthly prizes are to be awarded and picked up at each bakery. The winner must show proper photo ID (i.e. Driver’s license) for pick up.
- The monthly prize is to be awarded and picked up at the bakery closest to the winner. The winner must show proper photo ID (i.e. Driver’s license) for pick up. If there isn’t a COBS Bread bakery located within 25 km of the winner, COBS Bread will make arrangements to deliver the prize to the winner.
- The winner is to make arrangements to pick-up or take delivery of the vehicle within the day scheduled by COBS Bread Support Office and the winner
- COBS Bread reserves the right, in its sole discretion, to substitute the prize or any portion thereof for another prize of equal or greater value, or its monetary equivalent.
- Entrants (i) acknowledge compliance with these Official Rules including all eligibility requirements and, (ii) agree to be bound by the decisions of the Sponsor and contest administrator, made in their sole discretion, which shall be final and binding in all matters relating to the Contest. Entrants who have not complied with these Official Rules are subject to disqualification.
- Entries generated by script, macro, robotic, programming, or any other automated means are prohibited and will be disqualified. Sponsor is not



## COBS Bread Thanks for Your Feedback Contest Rules and Regulations

responsible for late, lost, damaged, misdirected, mutilated, garbled, illegible or incomplete entries. Proof of transmission (screenshots or captures of game play etc.) and/or e-mailing does not constitute proof of delivery. All entries become the property of Sponsor and in no case shall be returned to sender.

- If a dispute arises regarding who submitted an online entry, the entry will be deemed to be submitted by the authorized account holder of the phone number provided at time of entry. Authorized account holder is defined as the natural person who is assigned to an email address / mobile phone by a cellular service provider, Internet access provider, online service provider, cellular phone provider or other organization responsible for assigning a telephone number email addresses for the domain associated with the submitted email address.
- Entrants and/or winners assume liability for injuries caused, or claimed to be caused by participating in the Contest, or by the acceptance, possession, or use of any prize awarded, including but not limited to claims/damages for personal injury, or property damage.
- Sponsor and the Promotion Entities do not warrant that access to or use of the web service website service will be uninterrupted. Sponsor and the Promotion Entities are not responsible for any problems that may arise, including but not limited to; (a) lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, Web Services sites, or other connection, availability or accessibility problems arising in connection with or over the course of the Contest; or (b) communications failed, jumbled, scrambled, delayed, or misdirected computer, telephone or cable transmissions or hardware or software malfunctions, failures or difficulties; or (c) failure of personal computers and/or software and hardware configurations, any technical malfunctions, failures, or difficulties, printing errors, clerical, typographical or other error in the offering or announcement of any prize or in any prize notification documents; or (d) for any errors of any kind in connection with the Contest, whether human, mechanical, clerical, electronic, or technical in nature; or (e) the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Contest; or (f) damage to a user's system occasioned by participation in the Contest or downloading any information necessary to participate in the Contest.

### **PRIZE DRAW AND CLAIMING:**

A random drawing from all Entries will be held in Vancouver, BC each month to select one (1) participant from the online entries to be eligible to win the monthly prize. The first participant whose Entry is drawn in the random drawing and who otherwise



## COBS Bread Thanks for Your Feedback Contest Rules and Regulations

complies with these Rules will be eligible to win the prize. Odds of winning will depend on the number of eligible Entries received online during the Contest Period.

The Contest Administrator will make reasonable attempts to contact the selected participants by e-mail within five (5) business days after the drawing. To be confirmed as the winner and claim the prize, the selected participants must: (i) correctly answer, unaided, a time-limited mathematical skill-testing question administered by COBS Bread; (ii) complete, sign and return a Release form, including a publicity release, within ten (10) business days of the date he or she was contacted by COBS Bread; (iii) supply any and all information reasonably required by COBS Bread to administer the Contest and award the prize; and (iv) otherwise comply with these Rules..

**If the selected participants (a) cannot be reached within five (5) business days of being contacted, (b) does not complete, sign and return the Release form within ten (10) business days of being contacted, (c) do not correctly answer the mathematical skill-testing question in the manner described, (d) is not eligible, (e) refuse the prize, (f) do not supply any required information or documents within the period specified, or (f) do not otherwise comply with these Rules, they will be disqualified and will not win the prize. In that event, an alternate entrant may be selected in accordance with these Rules or the prize may be annulled, at COBS Bread's sole discretion. The prize will be awarded to the confirmed winner only.**

The prize must be accepted as granted and cannot be converted to cash. The prize cannot be exchanged for another prize except at the sole discretion of COBS Bread. The prize cannot be sold or transferred to any other person. Refusal to accept the prize absolves COBS Bread of any and all obligations relative to said prize and any and all obligations towards the selected participant.

### **5. ADVERTISING**

In order to be declared a winner, the selected participants must both authorise COBS Bread, and its representatives, to use his/her first and last name, city and province of residence, photograph, image, video, voice, and comments for advertising purposes in any and all media, without any additional compensation, remuneration or reparation whatsoever.

### **6. GENERAL CONDITIONS**

All Entries received will become the property of COBS Bread and will not be returned. Proof of submitting an Entry will not be deemed proof of receipt.



## **COBS Bread Thanks for Your Feedback Contest Rules and Regulations**

The winners must abide by these Rules.

By entering the Contest participants agree to be bound by these Rules and any subsequent amendment(s) made by COBS Bread, and agree to be bound by the decisions of COBS Bread, which shall be considered final, binding and irrevocable in all aspects relating to the Contest.

The selected participants must supply, on demand, official proof of age to COBS Bread and all other Contest partners.

If the identity of a participant is disputed, the authorized account holder of the email address submitted at the time of entry will be deemed to be the participant. For the purpose of these Rules, “authorized account holder” of an email address is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email address.

Any false declaration by a participant, or failure to comply with these Rules will result in automatic disqualification of the participant and forfeiture of any prize.

COBS Bread collects personal information about participants for the purposes of administering the Contest and contacting selected participants or as permitted or required by law. By supplying said information, participants consent to its use for these purposes.

COBS Bread shall not be held responsible for any error or omission related to the printing or advertising of this Contest.

COBS Bread, its affiliates, administrators, partners, directors, employees, agents and representatives (the “Released Parties”) shall not be held liable for defective functioning of any computer hardware or software, lines of communication, or network communications related to the loss or absence of network communications or any other defective, incomplete, incomprehensible or erased transmission via any computer, network or server that could limit or render impossible the capacity for any person to participate in the Contest. The Released Parties assume no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete Entries, Releases, notifications, responses, or replies.

The Released Parties are hereby totally absolved of any responsibility for any damage or loss that could be directly or indirectly caused in part or in whole by uploading or



## **COBS Bread Thanks for Your Feedback Contest Rules and Regulations**

downloading any software or information including the transmission of any information related to participating in the Contest.

By participating in this Contest, attempting to do so, or accepting the prize, all participants agree to release and hold harmless the Released Parties 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. COBS Bread 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 COBS Bread's control including weather.

All participants hereby agree not to deliberately interrupt or corrupt the smooth running of the Contest, not to stop other people from participating in the Contest, and not to interfere with the legitimate running of the Contest. Furthermore, they agree not to, in any way, act contrary to the Rules with the understanding that any such act shall result in automatic disqualification of the participant and that he or she may be prosecuted under the full force of the law at COBS Bread's discretion.

The use or reproduction of any copyright material or trademark related to this Contest is strictly prohibited, except with the prior express written consent of the rights holder.

In the event that an authority with jurisdiction declares any portion of these Rules invalid, illegal or unenforceable, said judgement shall not in any way affect any other aspect of these Rules, which shall remain valid and in effect. This Contest is void where prohibited by law.