

## **Otter Co-op General Contest Rules**

These General Contest Rules apply to contests that are sponsored and administered by Otter Co-op (know as “**Host**”) for any of its commerce locations including its Retail – including Fashion, Pharmacy, Food, Hardware, Liquor, Pet and Feed, Gas Bars/Convenience Stores, Hospitality and Petroleum (each, a “**Location**”), unless there are specific contest rules associated with a particular contest, in which case those specific contest rules will apply.

By participating or attempting to participate in a contest governed by these General Contest Rules (a “**Contest**”), you will be deemed to have received, understood, and agreed to these General Contest Rules.

For each Contest, the following individuals are not eligible to enter:

1. employees, officers, directors, agents, and representatives of: (i) Otter Co-op or its parents, subsidiaries or affiliates; (ii) any Contest co-sponsors or prize suppliers as may be identified by Otter Co-op from time to time, or (iii) any and all other companies associated with the Contest;
2. a household member of any of the individuals listed in (a), above, whether or not related; and
3. members of the immediate family (spouse, parent, child, sibling) of the individuals listed in (a), above.

Additional eligibility criteria may be stated from time to time. For example, to participate in a certain Contest, you may be required to have a valid Otter Co-op Membership (note: a new membership costs \$10 at time of registration and provides lifetime membership benefits). Otter Co-op reserves the right to limit one winner per household per contest as determined in its sole discretion.

### **1. Where are Contest particulars available?**

Any relevant information pertaining to a Contest, such as the start and end dates, start and end times, and details of any prizes available to be won, will be identified by Otter Co-op at the time of the Contest by means of the contest promotional materials, website, official social networking pages, or representatives. The approximate value of any prize is available upon request during the particular Contest entry period.

### **2. How do I enter a Contest?**

No purchase is necessary to enter any Contest. Any applicable entry mechanisms will be identified at the time of a Contest by Otter Co-op and any prizing sponsors by means of the promotional materials, website, official social networking pages, or representatives. Entry mechanisms may include one or several of the following:

1. Ballot entry on Otter Co-op’s website: To enter a Contest by means of this entry mechanism, (i) go to the Otter Co-op’s website during the applicable entry period, (ii) click on the Contest banners, buttons or links to access the online entry form for the Contest, (iii) complete the online entry form as instructed, including all required

information, and (iv) submit your completed online entry form as instructed during the applicable entry period.

2. Instagram entry: To enter a Contest by means of this entry mechanism, log into your Instagram account during the applicable entry period (note: must be a valid, public account) and upload a post that complies with instructions provided by Otter Co-op. Anyone found to use multiple Instagram accounts to enter a Contest will be ineligible.
3. Facebook entry: To enter a Contest by means of this entry mechanism, log into your Facebook account during the applicable entry period, visit the Otter Co-op's official Facebook page, and follow instructions provided by Otter Co-op to post content on that page. Anyone found to use multiple Facebook accounts to enter a Contest will be ineligible.
4. Location entry: To enter a Contest by means of this entry mechanism, use entry box and provided ballots only to enter. A skill-testing question, or proof of purchase may be required to enter. Rules and regulations will be available on-site.
5. Mail-in entry: To enter a Contest by means of this entry mechanism, mail a letter during the applicable entry period with your name, address, day and evening telephone numbers, email address, age, and Contest name to the attention of the Contest you are entering to Otter Co-op's Administration Office address (as specified on our website). Mail-in entries must be received within the applicable entry period to be valid. Limit of one entry per postage-stamped envelope. Additional requirements might be asked during entry period, for example, you might be asked to provide a reasonable facsimile of a Co-op Gold product or barcode.

Although Contests may be communicated, promoted, or administered by means of a third party social media or social networking service or site (a "**Third Party Service**"), such as Instagram, or Facebook, no Contest is sponsored, endorsed, or administered by any Third Party Service unless otherwise stated. Any questions, comments or complaints regarding a Contest should be directed to Otter Co-op and not to any Third Party Service.

### **3. Who may enter the Contests?**

Unless otherwise stated, each Contest is open only to residents of British Columbia who have reached the age of majority as of the date of entry and reside within 50 kilometres of Otter Co-op's greater trading area (depicted as the Greater Vancouver Regional District, Fraser Valley, Thompson-Nicola Regional District and Okanagan Valley). For greater certainty, contest entrants must also be able to pick up their prize in person at an Otter Co-op location by presenting valid government identification within 30 days of being awarded. Whether or not an individual resides within the trading area, and any exceptions to the above rules, will be determined by Otter Co-op on their sole discretion.

In the event a Contest is identified as being open to individuals who are under the age of majority, those individuals who are under the age of majority must have the consent of their parent or legal guardian to participate in the Contest in accordance with these General Contest Rules.

#### 4. How many times may I enter a Contest?

Unless otherwise stated, each Contest has an unlimited amount of entries per person.

#### 5. Could my entry into a Contest be refused or rejected?

Your entry into a Contest could be refused or rejected if:

1. you attempt to enter the Contest in an unauthorized fashion;
2. your entry contains false or misleading information, or is late, falsified, illegible, damaged or incomplete or otherwise irregular;
3. your entry is submitted using robotic, automated, programmed, or other illicit means;  
or
4. your entry is not in compliance with these General Contest Rules.

In addition, Otter Co-op reserves the right to refuse any entry for any other reason as it may determine.

#### 6. What are the conditions of entry?

By entering a Contest:

1. you agree to be bound by these General Contest Rules and by the decisions of Otter Co-op, which decisions are final, binding and conclusive;
2. you represent and warrant that (i) your entry, including any material comprising your entry (e.g. name, user name, profile picture, etc., as applicable) and any material submitted with your entry (e.g. photograph, video, written submission, or other form of submission, as applicable) (all such material, collectively, the "**Entry Material**") is original to you, (ii) you have all necessary rights in and to your Entry Material to enter the Contest, including the consent of any third parties whose personal information is included in your Entry Material, and (iii) your Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by Otter Co-op;
3. you understand and agree that your entry, including your Entry Material, will not be returned to you and may be moderated or edited by Otter Co-op as it deems appropriate;
4. you grant to Otter Co-op the irrevocable right to use your Entry Material in any media worldwide and for any purpose related to the Contest (or any similar contest), including the right to use, reproduce, modify, adapt, translate, or create derivative works from, your Entry Material without notification, compensation or additional consideration to you;
5. you waive all claims of moral rights in any use of your Entry Material by Otter Co-op pursuant to the rights granted in these General Contest Rules;
6. you agree that Otter Co-op shall have the right at any time to require proof of identity or eligibility to enter the Contest; failure to provide any such proof upon request may result in disqualification;
7. you release and forever discharge Otter Co-op, any co-sponsors of the Contest, all of their respective parents, affiliates, and subsidiaries, any other companies associated

with the Contest, and all of their respective directors, officers, employees, agents, representatives, licensees, successors and assigns (collectively, the "**Releasees**"), and agree to indemnify and hold harmless each of the Releasees, from and against any and all claims, damages or liability, including any costs or losses related to personal injury, death, damage to or loss or destruction of property arising out of, or in any way related to, (i) your participation in the Contest, (ii) the awarding, receipt, possession, use or misuse of any prize, in whole or in part, or any travel or activity related to any prize, (iii) the use of any Entry Material or Publicity Material (defined below) in accordance with the rights granted in these General Contest Rules, or (iv) any breach of these General Contest Rules.

## **7. Are there any prize conditions?**

In addition to any prize conditions as may be specified by Otter Co-op from time to time, any prize awarded in a Contest is subject to the following conditions:

1. Prize value as advertised or otherwise provided is approximate only. You will not be compensated if actual prize value is lower than any quoted value.
2. The prize may be substituted, in whole or in part, with a prize or prize component of equal or greater value if the prize or prize component cannot be awarded for any reason.
3. The prize must be accepted as awarded and may not be transferred, unless otherwise determined by Otter Co-op. The prize may not be exactly as advertised. The prize is provided "as is" without representation or warranty of any kind by Otter Co-op.
4. The prize may not be resold.
5. Any unused portion of the prize, once awarded, will be deemed forfeited. The prize will not be replaced if lost, destroyed, mutilated or stolen.
6. If the nature of the prize allows the winner to invite a guest to partake in the prize, then Otter Co-op may require any such guest to sign and return, within a designated time period, a release of liability and consent to publicity form, and any other documentation as reasonably required, as a pre-condition to participation in the prize; provided that, if any such guest is a minor, the parent or legal guardian of the guest will be required to sign and return such paperwork on the minor guest's behalf.

Unless otherwise stated, there is a limit of one eligible winner per household per Contest.

## **8. How will potential winners be selected?**

For each Contest where a winner is selected from entries received, Otter Co-op will conduct a random draw from among eligible entries received. For each prize to be awarded in the Contest, one entrant will be randomly selected as a potential winner and notified using the information provided at the time of entry. In the event any potential winner does not respond to such notification within a reasonable time period, as determined by Otter Co-op, declines a prize for any reason, or does not meet the requirements set forth in these General Contest Rules, as determined by Otter Co-op, the potential winner will be disqualified and, time permitting, an alternate potential winner may be randomly selected from among remaining eligible entries, or the prize may be cancelled.

## 9. How can a potential winner become a winner?

To be declared a winner, a potential winner:

1. must correctly answer, without assistance, a time-limited, mathematical skill-testing question to be administered by Otter Co-op;
2. must be in compliance with these General Contest Rules;
3. must sign and return, within any designated time period, a release of liability and consent to publicity form and any other documentation as reasonably required;
4. may be required to provide proof of identification to confirm eligibility or to claim a prize, or provide proof that he or she is the authorized account holder of any account associated with the selected entry.

## 10. What are the odds of winning a prize?

The odds of winning a prize in any given Contest depend on the number of eligible entries received for that Contest and on the application of any criteria used to describe how to enter the Contest.

## 11. How do I claim a prize?

Once a potential winner is confirmed as a winner, prize distribution will be promptly coordinated. Except as otherwise indicated by Otter Co-op, a winner must personally take delivery of the prize as instructed within 30 days of being notified that such prize is available or within such other time period as may reasonably be advised. If a winner fails to take delivery of the prize as instructed, the prize will be deemed forfeited.

## 12. Will I appear in any publicity if I am a winner?

If you are a winner, Otter Co-op may require you to appear in publicity related to the Contest or to any similar contest.

By accepting a prize:

1. you grant to Otter Co-op and to any co-sponsors of the applicable Contest the irrevocable right to record, photograph or otherwise capture or document you, your likeness, your voice, or any statements you make regarding the Contest or the prize, by any available means;
2. you agree that any such captured material, together with your biographical information, such as name or place of residence, or your Entry Material (collectively, all such materials, the "**Publicity Material**"), may be used by Otter Co-op and any co-sponsors of the applicable Contest, or their respective licensees, successors, or assigns (collectively, the "**Publicity Parties**") in any media, whether now known or later devised, worldwide and in perpetuity, for advertising or promotional purposes related to the Contest or any similar contest. Any such use of the Publicity Material may include the reproduction, modification, adaptation, translation or creation of derivative works from your Entry Material;

3. you acknowledge that the Publicity Parties shall not be required to compensate you, notify you, or request your permission in connection with their use of any Publicity Material, unless otherwise prohibited by law; and
4. you waive any rights that you may have or that may otherwise exist in connection with any use of the Publicity Material by any of the Publicity Parties, including any moral rights in any such Publicity Material.

### **13. How will my personal information be collected, used and disclosed?**

By entering a Contest, you consent to Otter Co-op's collection, use and disclosure of your personal information in accordance with the Privacy Policy and Canada Anti Spam Legislation as outlined at <https://fightspam-combattrelepourriel.ised-isde.canada.ca/site/canada-anti-spam-legislation/en> for purposes of administering the Contest as described in these General Contest Rules.

Over the course of participating in a Contest, you may be given the option to receive commercial emails or other communications of a commercial nature (collectively, "**Commercial Communications**") from Otter Co-op or other parties. Should you elect to receive Commercial Communications from Otter Co-op, your personal information will be used by Otter Co-op to that end, in accordance with the Otter Co-op Privacy Policy.

Your personal information may be disclosed to a third party in the following circumstances:

1. In accordance with these General Contest Rules, or with your consent, or as otherwise permitted or required by law;
2. if you elect to receive Commercial Communications from a party other than Otter Co-op, Otter Co-op will disclose your personal information to that other party for that purpose;
3. if you are a potential prize winner, Otter Co-op may disclose your personal information to any prize supplier for purposes of prize fulfillment; and
4. if you have been asked to sign and return a release of liability and consent to publicity form or other documentation in accordance with the terms of these General Contest Rules, Otter Co-op may disclose your personal information to any interested party, such as an entity who is released from liability.

Otter Co-op' disclosure of your personal information to another party will cause your personal information to be subject to that party's privacy policy and practices.

### **14. How do the Releasees limit their liability?**

The Releasees assume no liability for the following:

1. stolen, late, incomplete, illegible, inaccurate, misdirected, lost, misrouted, scrambled, damaged, delayed, undelivered, mutilated, jumbled, or garbled entries, transmissions, email, mail, or other communications;

2. any error, omission, interruption, defect or delay in transmission, processing, or communication;
3. failures or malfunctions of, or difficulties with, computer hardware or software, telephones, telephone lines, telephone systems, or network, cable, satellite, server, or website connections;
4. printing, typographical, or other errors appearing within these General Contest Rules, in any Contest-related advertisements, or in Contest-related materials;
5. incorrect or inaccurate information, including where caused by website users, tampering, hacking, or by any equipment or programming associated or used in connection with any Contest;
6. injury or damage to any computer or other device resulting from or otherwise related to participation in any Contest, the use of any website, or the downloading or accessing of any materials;
7. anyone being incorrectly or mistakenly identified as a winner or potential winner; or
8. any other errors, problems or difficulties of any kind, whether human, mechanical, electronic, or otherwise, relating in any way to any Contest, including those errors, problems or difficulties that may relate to the administration of a Contest, the processing of entries, the advertising of a Contest, the announcement of any prize or prize winner, or the cancellation or postponement of any event.

#### **15. What laws apply to the Contests?**

The laws of the province or territory in which you reside apply to the Contests. Any attempt to undermine the legitimate operation of any Contest may be a violation of criminal or civil laws. Should any such attempt be made, Otter Co-op reserves the right to seek remedies and damages to the fullest extent permitted by law.

#### **16. Can Otter Co-op cancel or amend a Contest?**

Otter Co-op may cancel, modify, or suspend any Contest or amend these General Contest Rules for any reason whatsoever. For example, if for any reason a Contest is not capable of running as originally planned, Otter Co-op may adjust any of the dates, timeframes or other Contest mechanics, or suspend or cancel the Contest.

You may not amend these General Contest Rules in any way.

#### **17. Would Otter Co-op ever disqualify or ban someone from a Contest?**

Otter Co-op may disqualify without notice or ban someone from a particular Contest or any future contests for any reason, including if Otter Co-op finds that a person has:

1. resold or attempted to resell a prize, in whole or in part;
2. tampered with or attempted to tamper with, or undermined or attempted to undermine, the legitimate operation of a Contest;
3. provided false or misleading information;
4. acted in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any person; or
5. otherwise violated these General Contest Rules.

**18. What happens if part of these General Contest Rules becomes unenforceable or does not apply?**

If any part of these General Contest Rules is legally unenforceable or inapplicable, then that part will be deemed invalid; however, the remainder of these General Contest Rules will otherwise continue to be legally binding.