

CONTEST RULES

« Resist the cold this winter with Total Quartz » contest

The information you share will be used only for contest administration purposes and will be used in compliance with Total Canada's privacy policy. Any questions, comments or complaints about this contest must be addressed to Total Canada.

1. CONTEST AND CONTEST PERIOD

The "Resist the cold this winter with Total Quartz" contest (hereinafter called the "contest") is held by Total Canada (the "sponsor") and takes place in Canada at participating Ultramar locations. The contest begins on November 22, 2017 and ends on January 2, 2018 at 11:59pm EST. (The "Contest Period").

2. ELIGIBILITY

The contest is open to residents of Quebec, Ontario, the Atlantic provinces (New Brunswick, Prince Edward Island, Nova Scotia) and Newfoundland and Labrador having reached the age of majority where they reside at the time of entering the contest. The following people are excluded from the contest: employees, agents, representatives, directors and officers of the sponsor, its affiliated companies and dealers, their respective advertising or promotional agencies, this contest's applicable prize and service providers, as well as immediate family members (father, mother, brother, sister) of any of the aforementioned parties, their legal or common-law spouse, and any other person with whom these people reside.

3. HOW TO ENTER (NO PURCHASE REQUIRED)

To enter the contest, visit a participating Ultramar location. The contest website address will be displayed on posters there. The contest website will also be available on the Total Canada Facebook page (www.facebook.com/TotalCanada/). By visiting the contest website, you must complete the entry form, indicate your last name, first name, full mailing address including your postal code, your phone number with area code and your email address. Declare that you have read and complied with the contest entry rules by checking the appropriate box and click on "Submit".

You will be eligible to receive one (1) entry to the contest (an "entry"), subject to your compliance with these official contest rules (as determined by the sponsor). In order to be eligible, your entry must be submitted and received according to these official rules during the contest. You can get additional changes to win by taking one of the following actions after entering the contest:

1. Subscribe to Ultramar's newsletter for five (5) additional changes of winning
2. Incite one or several friends to enter the contest for one (1) additional change of winning (for each unique entry of a friend)

There is a limit of one contest entry per person per registered email address for the duration of the contest. If a person registers two (2) times or more, only the first entry received from this person will be considered. Entries are subject to verification, and they will be declared null if they do not comply with these rules.

4. QUALIFICATION

By entering the contest, each entrant asserts and warrants that their entry complies with the contest rules and conditions. Any entry that does not comply with the rules as defined will be disqualified and will not be taken into consideration.

5. THE PRIZES

5.1 GRAND PRIZE

Description. The contest has one (1) grand prize. The prize is one (1) 2018 KIA RIO automobile, depending on the particular dealer's inventory (approximate value of \$20,000).

5.2 SECONDARY PRIZES

Description. The contest has six (6) secondary prizes. The prizes are six (6) iPad minis.

6. GENERAL PRIZE CONDITIONS

Without limiting the generality of the foregoing, the following conditions apply to each prize: (i) prizes must be accepted as awarded, and cannot be exchanged, replaced or transferred, subject to the following (ii) the sponsor reserves the right, at any time and in its sole and absolute discretion, to substitute the prize or, if applicable, a component of it for any reason whatsoever with a prize or a component of the prize of equal or greater value, including, without limitation, a cash prize; (iii) the prize winner is solely responsible for all expenses that are not included in the above prize description; (iv) by accepting the prize, each winner agrees to waive any recourse against the beneficiaries (as defined in paragraph 10 of these rules) in association with accepting or using the prize and acknowledges that from delivery of the prize, any obligations related to it become the responsibility of the suppliers of products and services making up the prize. Prizes will be awarded only to eligible entrants who have complied with the contest rules. To clarify, the grand prize winner(s) will be responsible for all incidental expenses incurred after accepting the prize. Each winner agrees and understands that they cannot obtain reimbursement or compensation for these expenses from the sponsor or their respective advertising or promotional agencies.

7. LIMITS

The following limits apply to this contest:

- There is a limit of one (1) entry per person.
- There is a limit of one (1) email address per person, when the person has more than one.

8. DRAW

8.1 GRAND PRIZES

- On February 1, 2018 at 12h00 EST, the prizes will be drawn as follows: one (1) grand prize from among residents in the regions eligible to participate in the contest and six (6) second prizes: two (2) from Quebec residents, two (2) from Ontario residents, and two (2) from the Atlantic provinces. A draw will be done in the Montreal offices of the agency responsible for administering the contest using randomizing software.
- The chance of winning a grand prize depends on the number of entries received during the contest per applicable geographic market, which are: (i) the province of Quebec, (ii) the province of Ontario, and (iii): New Brunswick, Prince Edward Island, Nova Scotia and Newfoundland and Labrador.

9. AWARDING PRIZES

To be declared a winner and to be able to claim a prize, any entrant selected must respect and agree with the following conditions:

- 9.1 Comply with these official contest rules, including the contest eligibility requirements;
- 9.2 For each prize, the entrant must be reached by telephone or email, at the sponsor's sole discretion, in the days following the draw. In the event where a selected entrant is contacted by email, they must reply to it in accordance with the instructions provided therein, where applicable. If a prize notification email is returned undelivered, the sponsor will have sole discretion to disqualify the participant's entry or to attempt to reach them by telephone.
- 9.3 The entrant must complete and sign the declaration and exemption from liability form (the "declaration form") that the contest organizers will send by mail, fax or email, such that they comply with all the conditions prescribed in these rules and by which the selected entrant agrees that by accepting the prize, they release the beneficiaries (as defined hereafter in paragraph 10 of these rules) from all liability related to entering the contest and prize acceptance. The entrant must also answer the skill-testing question also included on the declaration form and return it to the sponsor so that it is received within ten (10) days after its receipt;
- 9.4 Provide or complete any other documentation reasonably requested by the sponsors;
- 9.5 If the entrant selected: (a) is unable to correctly answer the skill-testing question; (b) fails to return the duly completed declaration form or any document requested by the sponsor within the deadlines, (c) is unable to accept the prize as awarded for any reason whatsoever, (d) or otherwise fails to comply with these rules; then the entrant will be disqualified (and will lose all rights to a prize) and the sponsor reserves the right, at its sole discretion, to cancel the prize or to hold a new draw, according to these rules, from among the eligible entries received, until an entrant is selected and declared a winner.

- 9.6 Within two (2) to four (4) weeks following receipt of the duly completed and signed declaration form, the sponsor will contact the winner in order to explain the steps required to take possession of their prize. The confirmed winners will be announced on the contest microsite as well as on the social media networks of the sponsor(s).

10. NO REPRESENTATIONS OR WARRANTIES

Total Canada, its affiliates and brands as well as all its directors and officers, employees, agents and representatives, as well as its respective advertising or promotional agencies (collectively the “beneficiaries”) make no representation or provide any warranty whatsoever, explicit or implicit, with respect to prizes. Winners acknowledge that they cannot attempt to obtain reimbursement or compensation nor seek recourse from the beneficiaries in association with accepting or using a prize, including, without being limited to, in the event where the prize does not meet. The beneficiaries will not be held liable for: (i) any failure of the contest website or any website linked thereto, (ii) any operational or communication transmission error or failure affecting a recorded entry or affecting or preventing the ability to enter the contest, for any reason whatsoever, including, but not limited to, technical problems or congestion on the contest website congestion or any website linked thereto; (iv) any loss or damage suffered as a result of, directly or indirectly, in whole or in part, downloading any webpage, software or transmitting any information related to this contest, including any damage to any computer equipment owned by an entrant or any other person, arising out of or resulting from entering or attempting to enter the contest.

11. END OF CONTEST ENTRY PERIOD

In the event that the computer system is unable to record all the entries during the contest, for any reason whatsoever, or if entry to the contest must be ended in whole or in part before the end date provided for in these rules, the draw may be made at the sponsor’s discretion, from among the entries duly received and recorded during the contest or, if applicable, up to the date of the event that terminated the contest entry period.

12. ACCEPTANCE OF THE PRIZE AS AWARDED

Prizes must be accepted as awarded. Except as provided in these rules or at the sponsor’s sole discretion, prizes are not transferrable and cannot be exchanged for money or substituted in whole or in part. If the prizewinner is unable to accept their prize as awarded, their entry will be cancelled and they will be disqualified.

13. PRIZE REPLACEMENT OR CONTEST MODIFICATION

The sponsor reserves the right, at its sole discretion, to replace the prize or any part of it with a prize of an equal or greater value. It also reserves the right to modify the contest rules, to suspend or terminate the contest at any time, without prior notice, subject to approval from the *Régie des alcools des courses et des jeux du Québec*, if required. In all cases, the sponsor shall not be required to award more prizes or to award a prize other than in accordance with these entry rules.

14. CONTEST ORGANIZERS' DECISIONS

All decisions made by the sponsor or its representatives in relation to this contest is final and without appeal, subject to any decision made by the *Régie des alcools, des courses et des jeux du Québec* in relation to any matter within its jurisdiction.

15. DOCUMENT OWNERSHIP AND RESPONSIBILITY

All the entry and declaration forms become the sponsor's property and will never be returned to the participants. Any entry or declaration form that is incomplete, illegible, mutilated, fraudulent, recorded or transmitted late, contains an invalid email address or phone number, does not contain the correct answer to the skill-testing question or is otherwise non-compliant, may be rejected and will not be entitled to an entry or a prize, whichever the case. The beneficiaries assume no responsibility for entry or declaration forms that are lost, stolen, destroyed or illegible because of any technical failure of the telephone network, online computer systems, servers, access providers, software, poor reception, technical problems with email or failure to send, as well as for any other reason, regardless of the cause.

16. CONSENT TO USE PERSONAL REPRESENTATION

By entering the contest, each registered participant, including the prizewinner, authorizes the sponsor to use their name, the name of their municipality of residence, their photograph, comments, voice, image, resemblance and any statement made in relation to the prize for promotional purposes in connection with the sponsor's activities or the contest, including any future editions of the contest, in all media and without compensation for an unlimited period. The prizewinner agrees that their statements relating to the prize may be used in any media for promotional purposes. In addition, the sponsor reserves the right to select, at its own discretion, a few winners to film a video of them enjoying their prize for advertising purposes to be used on any media, including on the Total Canada website and its Facebook page, without compensation and for an unlimited period. In the event that they are chosen to do so, the winners agree to participate in this video and agree to collaborate with the sponsor to provide any additional authorization required for this purpose from people who will appear in the video.

17. PERSONAL INFORMATION COLLECTION AND USE

By entering the contest and willingly providing personal information including, without being limited to, the name, address, municipality of residence, email address, home telephone number (the “participant’s information”), each participant in the contest gives the sponsor express permission to collect and use the information about them for contest administration purposes. There will be no communication between the sponsor and the entrants outside of the contest, other than in accordance with these rules or the sponsor’s initiative, unless the participant has otherwise consented.

18. ENTRANT IDENTIFICATION

For the purposes of these rules, the entrant is the person whose name appears on the entry form and the prize will be awarded to this person if they are selected and declared a winner.

19. COMPLIANCE WITH APPLICABLE LAW

The contest is subject to all applicable federal, provincial, territorial and municipal laws and regulations in the provinces where the contest takes place.

20. DISPUTES

A dispute about the organization or conduct of the advertising contest may be submitted to the *Régie des alcools, des courses et des jeux* so that it can be settled. A dispute about awarding the prize may be submitted to the *Régie* only for the purposes of an intervention to try to resolve it.

21. SEPARABILITY

If a paragraph within these rules is declared or deemed illegal, unenforceable or void by a competent court, then this paragraph will be deemed void, but all other unaffected paragraphs shall be applied within the limits prescribed by law.

22. LANGUAGE

In case of any difference between the English version of these rules, if available, and their original French version, the French version shall prevail.