

2019 TOTAL CANADA INC. GREY CUP CONTEST OFFICIAL RULES AND REGULATIONS

THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY AND IS GOVERNED BY CANADIAN LAW

1. CONTEST PERIOD:

The Total Canada Inc. Grey Cup Contest (the “**Contest**”) (i) begins on September 16th at 8:00:01 a.m. Eastern Time (“**ET**”) and ends on October 20th, 2019 at 11:59:59 p.m. ET for the Grand Prize (as defined below) (the “**Contest Period**”).

2. ELIGIBILITY:

Contest is open to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of CFL Enterprises LP (“**CFL**”) and Total Canada Inc. (Total Canada Inc., CFL, collectively, the “**Sponsors**”), their member teams (as applicable), governors (as applicable), parent companies, subsidiaries, affiliates, distributors, prize suppliers, advertising/promotion agencies, sponsors/advertisers, and any entity involved in the development, production, implementation, administration, judging (if applicable) or fulfillment of the Contest (collectively, the “**Contest Parties**”). By participating in this Contest, you agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “**Rules**”).

3. HOW TO ENTER:

No purchase necessary. To enter, go to contes.totalgreycup.ca (the “**Website**”) and follow the on-screen instructions to enter which include (i) entering your full name, postal code, and valid email address; (ii) signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Rules and (iii) checking the opt-in box if you choose to receive future communication from the Contest Sponsors. All eligible entries submitted and received during the Contest Period will be entered into the random prize draw. Only eligible entries can be confirmed as a winner. Entries received after the applicable deadline are deemed ineligible.

4. ENTRY LIMIT:

There is a limit of one (1) email address or account per person for Contest entry (the “**Registered User**”) during the Contest Period. In other words, you can only enter the Contest once using one (1) email address. If it is discovered by the Sponsors (using any evidence or other information made available to or otherwise discovered by the Sponsors) that any person has attempted to: (i) obtain more than one (1) entry per person or email address/account during the Contest Period; and/or (ii) use multiple names, identities, email addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt the Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsors. Your entry may be rejected if (in the sole and absolute discretion of the Sponsors) the entry process is not fully completed with all required information and submitted and received by the Sponsor during the Contest Period. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible entries (all of which are void).

5. WINNER CRITERIA:

As the Contest winner are selected by random draw, the odds of winning depend on the number of eligible entries submitted and received during the Contest Period in accordance with these Rules.

6. SUBMISSION REQUIREMENTS:

By submitting an entry, you agree that the entry complies with all conditions stated in these Rules. The Released Parties (as defined below) will bear no liability whatsoever regarding: (i) the use of your entry (ii) your participation in any contest-related activities; (iii) any use, collection, storage and disclosure of your personal information as provided herein at Section 15; 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. This release and indemnity shall continue in force following the termination of the Contest and/or awarding of the Prize.

7. VERIFICATION:

Each entry is subject to verification at any time and for any reason. The Sponsors reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors – 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 an entry for the purposes of this Contest; and/or (iii) for any other reason the Sponsors deem necessary, in their sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsors within the time frame specified by the Sponsors may result in disqualification in the sole and absolute discretion of the Sponsors. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s).

8. PRIZE:

Grand Prize: There will be one (1) grand prize available of a trip for two (2) to Calgary to attend the 107th Grey Cup on November 24th, 2019 (the “**Grand Prize**”). Grand Prize includes: (i) round trip airfare (economy class) for the confirmed winner and his/her designated travel companion to Calgary, AB from a Canadian airport near the confirmed winner's residence (as determined by the Sponsors in their sole and absolute discretion); (ii) accommodation for two (2) (double occupancy) for three (3) nights in a hotel or hotels determined by the Sponsors in their sole and absolute discretion; and (iii) two (2) general admission tickets to the 106th Grey Cup Game (seating level to be determined by the Sponsors in their sole and absolute discretion). The Grand Prize has a total approximate retail value of \$5,500 CAD (the actual retail value may vary depending on the point of departure).

In the event that a confirmed winner resides within a three hundred (300) kilometer radius of Calgary, AB (as determined by the Sponsors in their sole and absolute discretion), the Sponsors will determine, in their sole and absolute discretion, whether or not the Grand Prize will include airline travel, another form of transportation to and from Edmonton, AB, or reimbursement for certain incurred fuel costs. All decisions of the Sponsors in this regard will be final and binding without right of appeal.

9. PRIZE CONDITIONS:

To qualify for the Grand Prize, the selected entrant must agree to travel between November 22nd, 2019 and

November 25th, 2019 (the “**Potential Grand Prize Winner**”). Failure to comply with the foregoing requirement will automatically disqualify the selected entrant and an alternate entrant may be selected, at the sole discretion of the Sponsors, in accordance with these Rules. Specific details of the Grand Prize, including, without limitation, all travel arrangements, flights, airline(s), hotel accommodations and scheduling will be determined solely by the Sponsors, in their sole and absolute discretion, and are subject to change. The Potential Grand Prize Winner is responsible for paying any and all taxes on any prize(s) won, and all incidental costs and expenses not specifically referred to herein, including (without limitation): transportation for the Potential Grand Prize Winner and his/her designated travel companion to and from the Canadian airport nearest the Potential Grand Prize Winner’s residence; travel and/or medical insurance; airport taxes and fees; gratuities; room service; telephone and other charges; food and drinks; entertainment; excess baggage fees; and items of a personal nature. The Potential Grand Prize Winner and/or travel companion may be required to present a valid major credit card upon any hotel check-in to cover any expenses over and above the standard room charge. Actual value of Prize depends on point of departure/destination and airfare fluctuations. Any difference between approximate retail value and the actual value of the Prize as taken will not be awarded. Once the itinerary has been finalized between Potential Grand Prize Winner and Sponsors, no changes can be made unless initiated or approved by Sponsors. Flights do not qualify for loyalty points. The Potential Grand Prize Winner and designated travel companion are responsible for any travel documents, including a valid passport (or visa, if applicable) and any other applicable travel documents at his/her own expense and must be eligible for travel within Canada, or the Grand Prize will be forfeited. Other restrictions may apply. All flight arrangements relating to the Grand Prize must be made through the Sponsors or their designated agent. Potential Grand Prize Winner and designated travel companion will be required to travel on the same itinerary. Exact travel dates and arrangements are subject to availability and blackout periods. The Potential Grand Prize Winner’s travel companion must: (a) either be of the age of majority in his/her province/territory of residence or have the express written consent from a parent or a guardian (in form and substance satisfactory to the Sponsors, in their sole and absolute discretion) to accompany the Potential Grand Prize Winner on the trip; and (b) sign (or have his/her parent/legal guardian if he/she is under the age of majority in his/her jurisdiction of residence) and return the Sponsors’ release (by the date indicated on the release form) indicating that he/she waives all recourse against the Released Parties relating to his/her participation in the Grand Prize (including, without limitation, any travel related thereto).

The Sponsors reserve the right at any time to place reasonable restrictions on the availability or use of any of the Prize or any component thereof. By accepting any of the Prize, the potential Prize winner agrees to waive all recourse against the Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsors in their sole and absolute discretion). No substitutions except at Sponsors’ option. Sponsors reserve the right, in their sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater value, including, without limitation, but at Sponsors’ sole and absolute discretion, a cash award. Prize will only be awarded to the person whose verifiable full name and valid email address appears on the entry form associated with the entry in question. In the event that a potential Prize winner does not use any portion of the Prize, there will be no extension, transfer, substitution or any kind of compensation provided.

The Released Parties will not be responsible for the acts of God, acts of terrorism, civil disturbances, work stoppage, or any other natural disaster outside their control that may cause the cancellation or postponement of the Prize.

The Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of the Grand Prize – including, but not limited to flight(s) or the game. Neither the confirmed winner nor his/her guest nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. The Sponsors will not replace any lost or stolen tickets. Changes to flights and or passenger names are not accepted once bookings have been confirmed.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Grand Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner and his/her guest understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsors or any of the other Released Parties should his/her Grand 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 Grand Prize, the confirmed winner agrees to waive all recourse against Sponsors and all of the other Released Parties if his/her Grand Prize or a component thereof does not prove satisfactory, either in whole or in part.

Tickets awarded as part of any Prize may not be resold or offered for resale. Any such resale may result in disqualification and Prize forfeiture, and may invalidate the license granted by the game ticket(s). Tickets cannot be substituted or redeemed for cash, except that the Sponsors reserves the right, in their sole and absolute discretion, to substitute the Prize with a prize of equal or greater value, including, without limitation, a cash award.

10. WINNER SELECTION PROCESS:

The random draw will take place on October 25th, 2019, at approximately 10:00 AM EST, at the Reptile or Total Canada offices in Montreal, Quebec, from all eligible Entries received during the Contest Period.

All Entries received have an equal chance of winning. The odds of winning depend on the number of eligible Entries received during the Contest Period.

11. WINNER CONFIRMATION:

BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, the selected entrant will be contacted by email using the contact information that was submitted during Contest entry, within five (5) business days of the Prize draw, and a maximum of three (3) attempts will be made to contact before moving on to the next selected entrant. The selected entrant will be informed that they are the potential winner of the Prize, and that they are required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid; and (b) sign and submit within five (5) business days of receipt the Sponsors' declaration and release form along with a copy of a government issued identification card containing a photo, as applicable, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Contest Parties and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the **"Released Parties"**) from any and all liability in connection with the Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) if applicable, acknowledges that his or her guest attending the event will be required to sign a guest waiver before taking part in the Prize event; and (v) agrees to the publication, reproduction and/or other use of 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 or on behalf of the Sponsors or Sponsors' designee(s) in any manner whatsoever, including print, broadcast or the internet. If a selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents and

release 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 Sponsors in their sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsors reserve the right, in their sole and absolute discretion and time permitting, to select an alternate eligible entrant from among the remaining eligible entries submitted and received during the Contest Period in accordance with the Rules (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

12. APPLICABLE LAWS:

This Contest is subject to all applicable federal, provincial and municipal laws. All issues and questions concerning the construction, validity, interpretation and enforceability of the Rules or the rights and obligations as between the entrant and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions 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. Any litigation must be commenced in the City of Toronto, Ontario.

13. QUEBEC RESIDENTS

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsors, for purposes of verifying compliance by any entrant, Entry, entry materials 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 Sponsors, in their sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

14. GENERAL CONDITIONS:

All entries become the property of the Sponsors or the Sponsors' designee(s). The decisions of the Sponsors 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 entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION 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 the Website 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 entry or other information to be received, captured or recorded 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; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an entry, the Sponsors reserve the right, in their sole and absolute discretion, to deem the entry to have been submitted by the Authorized Account Holder of the email

address submitted at the time of entry. “**Authorized Account Holder**” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsors – 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.

The Sponsors reserve the right, in their sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsors that interfere with the proper conduct of the Contest as contemplated by these Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsors in their sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made; the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law. The Sponsors reserve the right, to cancel, amend or suspend the Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Contest Sponsors reserve the right, in their sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsors, their 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 Sponsors’ privacy policies as applicable (available at: <http://www.cfl.ca/page/privacy-policy> and <http://ca.total.com/en-us/cookies--en-us-1>). This section does not limit any other consent(s) that an individual may provide the Sponsors or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsors reserve the right, in their sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant 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 Sponsors, in their 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 Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

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