

The following promotion is intended for viewing in Canada and the United States in the provinces of Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador and in the states of Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont only, and shall be construed and evaluated according to Canadian law. Do not proceed in this promotion site unless you are a legal resident of, and located in one of the provinces of Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island or Newfoundland and Labrador or in one of the states of Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island or Vermont.

## OFFICIAL RULES – IRVING OIL 2021 REALLY CLEAN WASHROOMS SWEEPSTAKES ("OFFICIAL RULES")

The Irving Oil 2021 Really Clean Washrooms Sweepstakes (the "Sweepstakes") is sponsored by Irving Oil Marketing, G.P. in Canada and Irving Oil Marketing, Inc. in the United States of America ("Irving") and is administered by WSP International Limited (the "Administrators"). Irving hereinafter will be referred to as the "Sponsor".

Participation in the Sweepstakes constitutes the entrant's ("you" or "your") full and unconditional agreement and acceptance of these Official Rules including the decisions of the judges, which are final on all matters relating to the Sweepstakes.

**1. Basic Information:** This sweepstakes is for customers who contact the Sponsor about their washroom experience in a participating Irving Oil or Irving Big Stop ("participating location"), with an opportunity to win a \$5,000.00 bathroom renovation prize. Simply text the Irving Washroom feedback number to the phone number indicated, together with your feedback, positive or negative and you will automatically receive a ballot entry into our Sweepstakes. You may also simply text any emoji (Example: 🍀 or ☆ or ☺) for entry. You can find the feedback number and the phone number in the washroom at any participating location. Limit one (1) entry per person per day for the Sweepstakes Period (See Rule 2). Any questions, concerns or comments regarding the Sweepstakes can be sent by email to [gamemaster@irvingfun.com](mailto:gamemaster@irvingfun.com) or by prepaid mail sent in Canada to "Irving Really Clean Washrooms Sweepstakes, c/o P.O. Box 3009 M.I.P., Markham, ON L3R 6G4" or in the USA to "Irving Really Clean Washrooms Sweepstakes, 600 Main Street, #300, Tonawanda, NY 14151-0888".

**2. Sweepstakes Dates:** The Sweepstakes begins at 12:00:01 am Eastern Time ("ET") on January 4, 2021 (the "Sweepstakes Start Date") and ends at 11:59:59 pm ET on December 31, 2021 (the "Sweepstakes End Date"). The period from the Sweepstakes Start Date through to the Sweepstakes End Date is known as the "Sweepstakes Period".

**3. Who Can Enter:** The Sweepstakes is open to all legal residents of the provinces of Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador and all legal residents of the states of Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont, who have reached the age of majority as of the Sweepstakes Start Date, in the province or state in which they reside. Employees of Sponsor, its affiliates and agents, contractors and immediate family members (defined as parents, children, siblings, and spouse) of each employee, together with those persons with whom such employees are domiciled, are not eligible to enter.

**4. How to Enter:** Simply text the Irving Washroom feedback number to the phone number indicated together with your feedback, positive or negative and you will automatically receive a ballot entry into our Sweepstakes. You may also simply text an emoji (Example: 🍀 or ☆ or ☺) for entry. At the sole discretion of the Sponsor, any text containing material that is in bad taste, unlawful, or otherwise in violation of, or contrary to the laws or regulations in any state where the entry is created will be disqualified. Limit one (1) entry per person per day for the Sweepstakes Period (See Rule 2). Standard text rates apply, if applicable.

**5. Prize Details:** There will be four (4) winners chosen from among all valid entries received from Canada and four (4) winners chosen from among all valid entries received from the USA, following the schedule outlined in Table 1, below:

Table 1 – Available Prizes and Drawing Dates:

Prize	Number of Winners	Drawing Dates
CAD \$5,000.00	4 – from eligible Canadian entries	April 2, July 30, October 1, 2021 and January 3, 2022
USD \$5,000.00	4 – from eligible US entries	April 2, July 30, October 1, 2021 and January 3, 2022

Random drawings to select the winners will be held at the Administrator's offices in Markham ON, at 1:00 PM Eastern on the dates specified above. Odds to win any prize is dependent upon the number of valid entries received prior to each drawing. Once verified, prizes will be awarded as a check in the amount of CAD \$5,000.00 for winners in Canada and USD \$5,000.00 for

winners in the USA. Taxes, if any, are the responsibility of all prize winners. In the US only, for prizes with a value of more than \$600.00, an IRS 1099-MISC form for the prize value will be issued. All winners assume any and all liability for any injury or damage caused, or claimed to be caused, by entering, participating in this promotion or use or redemption of a prize. The Prizes are non-transferable, non-refundable and non-changeable once issued, must be accepted as awarded and have no cash value. Winners may not transfer, modify, or substitute any prizes. Sponsor reserves the right to substitute an alternate prize of equal or greater value if advertised prize is unavailable at time of award.

**6. Notification and Redemption:** If you have been drawn as a potential winner, you will be sent a notification by text message to the phone number associated with your qualifying entry. As a condition of being awarded any Prize, the potential winner must complete, within seven (7) days of receipt, the Sponsor's Statement of Compliance, Release, and Indemnity Agreement ("**Release Form**") under which, among other matters, the winner confirms his/her compliance and eligibility with these Official Rules, and releasing the Sponsor, Administrator, and any other Promotion Party of each of the foregoing, from and against any and all liability arising from or in connection with participation in the Sweepstakes or the acceptance, possession, use or misuse of the Prize (or any portion thereof). Canadian prize winners must correctly answer, unaided, a mathematical skill testing question. You are not a winner unless and until you have fully complied with the Official Rules and all award processes have been completed. If a potential winner fails to return the Release Form, required proof of identity, and/or other documents as reasonably required by Sponsor in accordance with these Official Rules, or is found to have violated the Official Rules of the Sweepstakes in any way, or if any prize notification from the Sponsor is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. In the case of forfeit, the Administrator will hold maximum of three (3) alternate random drawings to select an alternate potential winner. In the event that all three drawings fail to provide a verified winner, then the prize will not be awarded. If a prize winner is under the age of majority (a "minor"), a parent or legal guardian of the minor must execute all required documents on behalf of such eligible minor. Prizes will be shipped by first class mail or courier to the addresses provided. Any incorrect mailing addresses or any address that results in the prize being undeliverable is not the responsibility of the Sponsor or Administrators and the prize may not be awarded. The Sponsor and Administrators are not responsible for any lost or undelivered mail. Allow four (4) to six (6) weeks for delivery of prizes. All prizes may not be awarded and / or redeemed. If the identity of a Selected Entrant entering by text is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the phone number for the associated text). Each selected entrant may be required to provide proof that he/she is the Authorized Account Holder of the text associated with the selected entry.

**7. Publicity:** Acceptance of a Prize constitutes permission for Sweepstakes Sponsor to use the winner's name, likeness, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law. The names of the Prize Winners may be published on [irvingoil.com/cleanwashroom](http://irvingoil.com/cleanwashroom) in Canada and [irvingoil.com/cleanrestroom](http://irvingoil.com/cleanrestroom) in the USA, or on other social media associated with the Sponsor.

**8. Odds:** The odds of winning any individual prize as stated, is dependent on the number of eligible entries received prior to each drawing.

**9. Restrictions:** The following are prohibited and will result in automatic disqualification from the Sweepstakes: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Sweepstakes Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Sweepstakes.

**10. Privacy:** Sweepstakes Sponsor will be collecting personal data about you for the administration of the Sweepstakes and for purposes of internal market research. No such personal data will be transferred or sold to any third party except in the following circumstances:

- when you give us permission to do so;
- when, in good faith, we believe the law requires disclosure;
- to affiliated companies, provided that our affiliated companies and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these Official Rules; and
- to our respective agents for data processing purposes, our respective professional advisors and promotional and marketing agencies, provided that such agents, professional advisors and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

Sweepstakes Sponsor may match aggregated, statistical use information to parameters established by third parties, without releasing user information. This information will not contain any personally identifiable information. Sweepstakes Sponsor may share aggregate information with trading partners, co-branded sites, participating sponsors and advertisers; however, this aggregated information will not contain personally identifiable information.

**11. Winners' List:** The name of the winners will be available until March 31, 2022 by mail when sending a self-addressed stamped envelope by email to [gamemaster@irvingfun.com](mailto:gamemaster@irvingfun.com) or by prepaid mail sent in Canada to "Irving Really Clean Washrooms Sweepstakes, c/o P.O. Box 3009 M.I.P., Markham, ON L3R 6G4" or in the USA to "Irving Really Clean Washrooms Sweepstakes, 600 Main Street, #300, Tonawanda, NY 14151-0888". Vermont residents may omit return postage.

## **12. General Terms and Conditions:**

**Limitations:** Released Parties (defined below) are not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Sweepstakes or from receiving or downloading any material from the Sponsor's servers or from any other Internet web site, regardless of whether the material was prepared by Sponsor, or a third party. The Released Parties are not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries, no matter the cause; (iii) failed or unavailable hardware, network, software or telephone transmissions, (iv) damage to entrants' or any person's computer and/or its contents; (v) any entries submitted in a manner that is not expressly allowed under these rules; or (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes, or (vii) any other causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes. All incomplete or non-conforming entries will be disqualified. If for any reason this Sweepstakes cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause(s) beyond the reasonable control of the Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to modify or terminate the Sweepstakes.

**LIABILITY RELEASE:** BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO RELEASE AND HOLD THE SPONSOR, ADMINISTRATOR, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION, FULFILLMENT AGENCIES, LEGAL ADVISORS AND/OR ANY OTHER PROMOTION PARTY (COLLECTIVELY THE "**RELEASED PARTIES**"), HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, CLAIMS AND ACTIONS OF ANY KIND (INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM OR IN CONNECTION WITH THE PROMOTION, EXECUTION OR ADMINISTRATION OF THE SWEEPSTAKES, YOUR PARTICIPATION IN THE SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, NONUSE, OR MISUSE OF ANY PRIZE, PARTICIPATING IN OR TRAVELING TO ANY SWEEPSTAKES-RELATED ACTIVITY EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AS THE LAW ALLOWS.

**INDEMNITY:** BY PARTICIPATING, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROMOTION PARTIES AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS AND LIABILITY OF ANY KIND RESULTING FROM OR IN CONNECTION WITH THE SWEEPSTAKES OR THE PRIZE.

**CAUTION:** ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES:** IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN NEW BRUNSWICK OR NEW HAMPSHIRE. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE OFFICIAL RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS, OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE

SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

For any discrepancies between the English and French version of the rules, the English version will take precedence.

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.

Total value all available prizes: In Canada: CAD \$20,000.00 In USA: USD \$20,000.00

Sponsors: In Canada: Irving Oil Marketing, G.P. Saint John, New Brunswick, E2L 4K1. In USA: Irving Oil Marketing, Inc., Portsmouth, NH, 03801 USA

Administrator: WSP International Limited, Markham, ON, Canada.