SOCIAL MEDIA CONTEST RULES

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

DEFINITIONS

In these Social Media Contest Rules (the "**Rules**"), the following terms have the meanings set out below. In addition, other capitalized terms have the meaning so given to them.

“Administrator” means WSP International Limited, Markham, ON Canada L3R 1H5;

"Contest" means the contest, game, sweepstake, promotion, marketing activity or other event specified in the Contest Summary (see Rule 15, below);

"**Contest Entities**" means, collectively, the Contest Sponsor, the Administrators and any prize sponsors arranged by the Contest Sponsor or Administrators;

“**Contest Requirements**” means the guidelines and criteria that entrants must abide by to be eligible for the Contest;

“**Contest Site**” means a subdomain of the Site, a domain or website of the Contest Sponsor or Administrator, or, if applicable, an application within the applicable Social Media platform;

"Contest Sponsor” means individually or collectively Irving Oil Marketing G.P. in Canada (E2L 4K1); Irving Oil Marketing Inc., in the USA (03801) and Tedcastles Oil Products Unlimited Company, trading as Top Oil in Ireland, (D03 C825);

"**Contest Summary**" means the announcement for a particular contest, including subsequent messages, posts or information associated with the announcement, which specifies certain information for that Contest;

“**Prize**” or “**Prizes**” means the prize or prizes (if there are multiple prizes) to be awarded for a particular Contest as specified in the Contest Summary;

"**Region**" means the region(s) selected in which the Contest is held; and

“**Site**” means the Contest Sponsor or Administrator’s or host page within a Social Media application and any services available thereon.

“Social Media” means any program or application which enables people and companies to communicate directly with each other or post content in a public manner. Examples include but are not limited to Facebook®, Twitter® and Instagram®.

1. **Eligibility**: The Contest is free to enter and open to all individuals who are legal residents of the Region(s) specified and have reached the age of majority at the time of their entry (“**you**”, “**your**” or “**Contestant**”). It is your responsibility to ensure that you are legally eligible to enter the Contest under any laws applicable to you in your jurisdiction of residence or otherwise. The Contest

is void outside the Region(s) specified, and where otherwise prohibited by applicable federal, state, provincial, county or local laws, rules or regulations.

2. **Agreement to Official Rules**: By participating in the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Contest Sponsor and/or Administrator, which are final and binding in all matters related to the Contest. The Contest is subject to all applicable federal, state, provincial, county and local laws, as applicable.

3. **Contest Period**: The Contest opens on the date and time specified in the Contest Summary and ends on the date and time specified in the Contest Summary (the "**Contest Period**"). The Administrator's computer is the official time-keeping device for the Contest.

4. **How to Enter**: To enter the Contest, you must have a registered account with the applicable Social Media application in order to participate in the Contest. Entries that do not include all the required information or satisfy the entry criteria as indicated in the Contest Summary and adhere to the Rules will be considered void. The Contest Entities are not responsible for lost, misdirected or incomplete entries.

The Contest Entities determine if an entry meets the Contest Requirements and otherwise complies with the Rules.

5. **Terms of Submission**: You may only enter the Contest as stated in the Contest Summary. Social Media application accounts must relate to a single individual.

6. **Rights Granted by you**: By entering this Contest, you agree that:

(a) The Contest Entities, and their respective licensees, successors and assigns will have the right to use all or a part of your entry, your name and address (city and state/province/county), anywhere in the world and in perpetuity, for future advertising, trade, promotion and publicity in any manner and in any medium now known or hereafter devised throughout the world in perpetuity, without compensation and without notice to you and without consideration, review or approval from you; and

(b) You agree that you will not now nor in the future be paid for your entry or for granting the Administrator any of the rights set out in these Rules.

7. **Your Representations and Warranties**: By entering the Contest, you represent and warrant that:

(a) Your entry, in its entirety, is an original work by you and you have not included third party content in or in connection with your entry without permission;

(b) Your entry will not cause injury or damage to any other person relying upon any instructions contained in your entry;

(c) Your entry, the use thereof by the Contest Entities, or the exercise by the Contest Sponsor or Administrator of any of the rights granted by you under these Contest Rules, does not and will not infringe or violate any rights of any third party or entity, including,

without limitation, patent, copyright, trademark, trade secret, defamation, privacy, publicity, false light, misappropriation, confidentiality, or any contractual or other rights;

(d) You have all the rights, licenses, permissions and consents necessary to submit the entry and to grant all of the rights that you have granted to the Contest Entities under these Contest Rules;

(e) All persons who were engaged by you to work on the entry or have contributed to the entry have:

(i) Given you their written consent to submit the entry without claims for payment of any kind; and

(ii) Provided written permission to include their name in or with your entry (or if a minor who is not your child, you must have the permission of their parent or legal guardian) and you may be asked by the Contest Entities to provide such permission in writing to the Contest Entities; and

(f) You have read, understood, accept and agree to be bound by the Contest Sponsor's Terms of Privacy set out at:
https://www.irvingoil.com/en-US/discover-irving/privacy
https://www.irvingoil.com/en-CA/discover-irving/privacy
https://www.top.ie/privacy-policy/

Privacy terms may be amended from time to time without notice.

8. **Prizes**: The Contest Entities will provide the Prize(s) to be awarded for a particular Contest. The Prize(s) and its value will be as described in the Contest Summary. Each Prize includes only what is specifically described and no other prize will be granted. Winner is not entitled to any monetary difference between actual Prize and the stated approximate value, if any. No substitution of a Prize will be made unless the Contest Sponsor, in its sole discretion, determines otherwise. All Prizes must be accepted as awarded, and the odds of winning are dependent upon the total number of eligible entries received for the Contest Period. If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more potential winners of Prizes than contemplated in these Rules, there will be a random draw amongst all eligible Prize claimants to award the correct number of Prizes.

9. **Winner(s)**: Unless stated otherwise in the Contest Summary, the winner(s) ("**Winner(s)**") of the Prize(s) will be selected in a random draw from all eligible entries received. Your odds of winning will depend on the number of eligible entries received during the Contest. If you are selected as a Winner, you will be notified of the selection of your entry through the Social Media application by which you submitted your entry or other contact information you provide to the Contest Entities. If you do not respond to the notification of your selection as a Winner within the time limit set out in the Contest Summary, an alternate Winner will be selected to receive the Prize. All decisions of the Contest Entities in selecting the Winner(s) are final and binding on all entrants in all matters relating to the Contest.

10. **To Redeem Prize**: Whether or not you receive a Prize is contingent upon fulfilling all requirements set forth in these Rules. Prize must be picked up as described in the Contest

Summary. Except where prohibited, a Winner shall be required to execute and return to the Administrators or Contest Sponsor an Eligibility, Declaration of Compliance with the Rules and Liability & Publicity Release Form ("**Declaration and Release Form**") in order to claim the Prize. To be officially declared a Winner, each selected entrant must first correctly answer, without assistance of any kind, a mathematical skill-testing question. A prize is personal to the Winner and is non-transferable. If a Winner cannot be contacted, or fails to execute and return the Declaration and Release Form within the required time period (if applicable), or if the Prize is not claimed prior to the deadline set out in the Contest Summary, the Winner forfeits the Prize. Acceptance of any Prize shall constitute and signify the Winner's agreement and consent that the Contest Entities may use the Winner's name, photo, city, state/province/county, likeness, entry and Prize information in connection with the Contest, worldwide, including on the internet, without limitation and without further payment or consideration, except where prohibited by law. Each Winner is responsible for all taxes and fees associated with receipt of the Prize. Prizes will be shipped by mail or prepaid courier to Winner's home address as stated on the Declaration and Release Form. Not all prizes may be awarded. Contest Sponsor reserves the right to substitute any prize that becomes unavailable for any reason with an alternate prize of equal or greater value.

11. General Conditions: The Contest Entities have the right to verify your eligibility and compliance with these Rules, and to disqualify you on the basis of its investigation.

Your personal information will be processed in accordance with the Contest Sponsor's Privacy Policy, as amended from time to time. You should direct any request to access, update, or correct your personal information to Administrator.

You may not enter with multiple e-mail addresses or accounts within the same Social Media application, nor may you use any other device or artifice to submit more than one (1) entry. If you use fraudulent entry methods, or otherwise attempt to participate with multiple e-mail and/or Social Media accounts under multiple identities or use any device or artifice to enter more than one (1) entry, you will be disqualified. In the event of a dispute as to any entry, the authorized account holder of the Social Media account used to enter the Contest will be deemed to be the person who made the entry. For the purposes of these Rules, the authorized "Social Media account holder" is the natural person entitled to control the Social Media account as determined by the administrators of the Social Media application in question.

Social Media accounts for corporations, businesses, couples, or entities other than an individual person are not eligible to enter the Contest.

Nothing contained in these Rules shall be construed to: (i) give any party the power to direct and control the day-to-day activities of the other; (ii) constitute the parties as partners, joint ventures', principal and agent, employer and employee, co-owners or entrants in a joint undertaking; or (iii) allow you to create or assume any obligation on behalf of the Contest Entities.

By entering the Contest, you fully and unconditionally agree to and accept these Rules and the decisions of the Contest Entities, which are final and binding on all matters relating to this Contest.

Contest Entities reserve the right to cancel, modify or suspend the Contest at any time (subject to approval of any regulatory body having jurisdiction), if it is determined that the Contest cannot be

run as originally planned or if fraud or any other occurrence comprises the fairness or integrity of the Contest.

12. Liability Provisions: Each entrant or participant understands that the Contest is in no way sponsored, endorsed, administered by or associated with the applicable Social Media platforms and fully releases same from any and all liabilities.

The Contest Entities are not responsible for human error, theft, destruction, injury or damage to entries or participants, or for factors beyond its reasonable control.

You assume all risk of damaged, lost, late, incomplete, invalid, incorrect or misdirected entries. You assume all risk of personal injury, damage, liability to third parties as a result of your participation in the Contest. The Contest Entities make no warranty, representation or guarantee, express or implied, in connection with its ability to in any way enable, develop or market an idea set forth in your entry.

The Contest Entities are not responsible and make no representations or warranties as to any entry. Any person who follows the instructions contained in any entry does so voluntarily and without reliance upon the Contest Entities as to the accuracy, safety or quality of any entry.

The Contest Entities shall not be liable to a Winner or any other person for failure to supply the Prize or any part thereof, by reason of the Prize becoming for reasons beyond the reasonable control of the Contest Entities unavailable or impracticable to award, or for any force majeure event, technical or equipment failure, terrorist acts, labor dispute, or act/omission of any kind (whether legal or illegal), transportation interruption, civil disturbance, or any other cause similar or dissimilar beyond the Contest Entities' control.

Guests of any prizewinner, or their parent/legal guardian if under the age of majority, ("Guests") will also be required to sign a document: (a) releasing Contest Entities and the Social Media platforms utilized, as well as its affiliates and subsidiaries, including all employees, directors, officers and agents from all liability for any damage or loss resulting from the Prize; and (b) consenting to the use of their name, city and state/province/county of residence, biographical information, likeness, video, photograph, voice, statements or testimonials in any advertising, promotion and for publicity purposes in connection with this Contest, other promotions and for general news and information purposes, without any compensation or notice, in the form acceptable to the Contest Entities.

The Contest Entities and the Social Media platforms utilized, their employees, officers, directors, agents, contractors, representatives, affiliates, divisions, subsidiaries, resellers, dealers, distributors, advertising/promotion agencies (the "**Released Parties**") shall not assume any responsibility whatsoever for any of the following: delayed, failed, partial or garbled computer transmissions; technical failures of any kind, including, but not limited to, lost, interrupted or unavailable network, server, internet, or other connections; the availability, accessibility, technical failure or miscommunications of computer, satellite, telephone or cable transmissions; the incorrect or inaccurate capture or failure to capture information whether caused by Site or Contest Site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest; errors of any kind whether human, mechanical, electronic, network or otherwise arising out of or relating to the Contest; theft, loss, destruction or damage to an entry in whole or in part; and other factors beyond their reasonable control. The Released Parties are not responsible for injury or

damage to your or to any other person or computer related to or resulting from participating in the Contest or downloading materials from or use of the Site or any Contest Site.

CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY DAMAGE THE SITE OR ANY CONTEST SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF APPLICABLE CRIMINAL AND CIVIL LAW. SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST SPONSOR AND ADMINISTRATOR RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW AND TO DISQUALIFY YOU FROM THE CONTEST.

LIMITATIONS OF LIABILITY AND RELEASE: BY SUBMITTING AN ENTRY IN THE CONTEST OR BEING A GUEST OF THE PRIZEWINNER, YOU AGREE THAT THE RELEASED PARTIES WILL HAVE NO LIABILITY WHATSOEVER FOR, AND WILL BE RELEASED AND HELD HARMLESS BY YOU AND YOUR HEIRS, EXECUTORS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS FOR ANY CLAIMS, LIABILITIES, OR CAUSES OF ACTION OF ANY KIND OR NATURE FOR ANY INJURY, LOSS OR DAMAGES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, DISABILITY OR DEATH TO PERSONS, AND DAMAGE TO PROPERTY, DUE IN WHOLE OR IN PART, ARISING DIRECTLY OR INDIRECTLY, NOW OR IN THE FUTURE FROM THE DELIVERY, ACCEPTANCE, USE OR MISUSE OF THE PRIZE, ANY AND ALL USE AS PROVIDED HEREIN OF YOUR ENTRY, OR PARTICIPATION IN THIS CONTEST AND/OR ANY RELATED CONTEST. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THE SITE AND ANY CONTEST SITE IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, IN WHICH CASE SUCH LIMITATION OR EXCLUSION SHALL APPLY ONLY TO THE EXTENT PERMITTED BY THE LAW IN THE RELEVANT JURISDICTION.

13. Choice of Law: For promotions in Canada, these Rules shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the federal laws of Canada applicable therein. For promotions in the USA, these Rules shall be governed by and construed in accordance with the laws of the State of New Hampshire and the laws of the USA. For promotions in Ireland, these Rules shall be governed by and construed in accordance with the laws of Ireland. Any and all disputes, claims, and causes of action with the Contest Entities arising out of, or connected with this Contest, other than the determination or validity of claims, shall be resolved individually, and exclusively by arbitration under the applicable country’s arbitration laws, in accordance with its rules, as amended from time to time. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Contest, but in no event attorneys’ fees. You hereby waive all rights to: (i) claim or be awarded any punitive, direct, indirect, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses; and (ii) to have damages multiplied or otherwise increased.

14. Disclaimer: This Contest is in no way sponsored, endorsed or administered by, or associated with, any particular Social Media application, including but not limited to Facebook®,

Twitter® and Instagram® and any comments, questions or concerns regarding the Contest shall be directed to the Contest Entities and not to the applicable Social Media application.

15. Summary: Big Stop Restaurant (Enfield, NS) Social Contest

a) How to Play: Check the Irving Oil Facebook page at https://www.facebook.com/irvingoil/ for complete details on how to participate in the Contest. Follow the instructions and tell us on the post, "about your favourite Big Stop Dessert", to be entered into the Contest drawing.

b) Contest Period Dates: Start Date – 12:00:01 AM AT on March 21, 2022. End Date – 11:59:59 PM AT on March 18, 2022.

c) Location and Region: Facebook users in Atlantic Canada can post for a chance to win.

d) Prize(s): Random drawing will be held on Monday, March 28, 2022 to award one (1) prize consisting of a $50.00 BIG Stop Gift Card. Total Prize Value $50.00. No cash substitution is allowed, and Contest Sponsor has final decision on validity of selected post. If selected post is in any way defamatory, Contest Sponsor will declare post invalid, and an alternative post will be randomly selected.

A minimum of three (3) attempts will be made to contact prize winner. Prize winner must complete and submit their completed Declaration and Release Forms by email or SMS within five (5) business days of receipt. In the event that the prize winner cannot be contacted or fail to submit their completed Declaration and Release Form within the required time frame, then a new Prize Winner will be selected. Prize will be delivered by mail to the winner's home address as designated on the Declaration and Release form within four (4) to six (6) weeks of receipt of the completed Declaration and Release form.

You may specifically request to be completely removed from participation in the Contest by sending a message from https://www.facebook.com/irvingoil/ with your request. Start your message with "Remove from Enfield social contest." Please note that on removal your entry (or entries) will also be removed from the Contest.