

The following promotion is intended for viewing in Canada and the United States in the provinces of New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador and in the state of Maine 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 New Brunswick, Nova Scotia, Prince Edward Island or Newfoundland and Labrador or in the state of, Maine.

IRVING OIL – BIG STOP RESTAURANTS 2023 506 BOX CAR COUNTRY FESTIVAL SWEEPSTAKES – OFFICIAL RULES ("Official Rules")

The Irving Oil Big Stop Restaurants 2023 506 Box Car Country Music Festival Smokey Sweepstakes (the "Sweepstakes") is sponsored and administered by Irving Oil Limited ("Irving"). Irving hereinafter will be referred to as the "Sweepstakes Sponsor."

NO PURCHASE NECESSARY TO PLAY.

General Sweepstakes Information: The Sweepstakes is being played at the Irving Oil Big Stop Restaurant locations in Maine, USA and in Canada at the locations in Nova Scotia, Newfoundland, and New Brunswick only ("Participating Locations"). Any questions, concerns or comments can be sent via mail by sending a self-addressed, stamped envelope in Canada to "Irving Oil 506 Box Car Festival Sweepstakes, P.O. Box 3009, M.I.P. Markham, ON, L3R 6G4" and in USA to "Irving Oil 506 Box Car Festival Sweepstakes, 600 Main Street, #300, Tonawanda, NY 14151-0888".

1) SWEEPSTAKES DATES: The Sweepstakes is scheduled to begin at the start of business on April 24, 2023 (the "Sweepstakes Start Date") and is scheduled to end at the close of business on June 4, 2023 (the "Sweepstakes End Date"). The period from the Sweepstakes Start Date through to the Sweepstakes End Date is known as the "Sweepstakes Period".

2) WHO CAN ENTER: The Sweepstakes is open to legal residents of the state of Maine, in the United States and legal residents of Nova Scotia, Newfoundland, and New Brunswick, in Canada who have reached the age of majority, as of the Sweepstakes Start Date, in the province or state in which they reside. Employees of the Sweepstakes Sponsor, its Administrators, their respective parent companies, the Participating Locations, affiliates, subsidiaries, distributors, sales representatives, advertising and promotion agencies, agents, any participating prize sponsors, or any entity that the Sweepstakes Sponsor contracts with, specific to the Sweepstakes, and members of their immediate families (living in the same household), are not eligible to play or win.

3) HOW TO ENTER: During the Sweepstakes Period only, visit any Participating Location (visit [Irving Oil Location Finder | Irving Oil](#) for a complete list of Participating Locations). You will find a "Quick Response" code ("QR code") printed on the menus found in the participating Big Stop Restaurants. Using the camera function on your smartphone or internet connected device, point the camera at the QR code. Make sure that the QR code is centered on your device's screen. Wait for the code to scan. Once scanned, your device will open to the contest site. Follow the instructions on screen to complete the registration form to receive your ballot entry form into the sweepstakes for chances to win the Grand Prize (see Rule 4 below for details). You can also go to www.irvingoil.com/burgermonth to access the registration form. To complete the registration form you will be asked to include, but not limited to, your name, address, phone number and email address. Limit one entry per person per day.

4) SWEEPSTAKES GRAND PRIZE: One Grand Prize winner will be selected from among all eligible entries received throughout the Sweepstakes Period to receive two (2), two-day 506 Box Car Festival ("Festival") passes; one standard, double occupancy hotel room for two (2) nights at the Delta Hotel, Saint John, NB (for July 28 and July 29) and one (1) five-hundred (\$500.00) Irving Oil Fuel card. The approximate total prize value is CAD \$2,100.00. Prize values are based on VIP Festival pass prices.

RESTRICTIONS: Winners' guest must be of age of majority in the state or province in which they reside, subject to the following exception: A guest may be a minor if the winner is the parent or legal guardian of the minor. The winner must execute all required documents on behalf of such an eligible minor. Winners and guests are responsible for obtaining valid passports, if required. The prize does not include cost of transportation or any other expenses incurred either prior to departure from or subsequent to return to Festival (except as provided herein). Hotel accommodation is all based on double occupancy. Transfers, taxes, meals, gratuities, and all other expenses not specified herein, are the responsibility of the winner. Each Prize is nontransferable and no cash substitution, in part or in whole, is allowed except by Sponsor who may substitute a prize of equal or greater value should the advertised prize become unavailable. No compensation is offered for any portion of the prize not utilized; any portion of the prize not utilized, and its corresponding value will be forfeited.

Grand Prize Drawing will be held at approximately 11:00 AM Atlantic Time and will be conducted by authorized personnel as determined by the Sweepstakes Sponsor. Winner assumes 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. The Sponsor reserves the right to substitute an alternate prize of equal or greater value if the advertised prize is unavailable at time of award.

5) NOTIFICATION AND REDEMPTION: If you have been drawn as the potential winner, you will be contacted by email, text message to the phone number associated with your qualifying entry or by phone. 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 forfeiting, the Administrator will hold a 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. Any incorrect address 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 two (2) weeks for delivery of the prize. Grand prize may not be awarded and / or redeemed. If the identity of a Selected Entrant entering by email is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the email address). Each selected entrant may be required to provide proof that he/she is the Authorized Account Holder of the email associated with the selected entry.

6) ODDS: Odds of winning the Grand Prize draw depends on the total number of eligible ballot entries received.

7) PUBLICITY: Acceptance of 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 name of the Prize Winner may be published on the Sweepstakes Sponsor and/or Administrators' Websites and Social Networking Websites.

8) 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.

9) PRIVACY (FOR PRIZE WINNERS ONLY): Sweepstakes Sponsor will be collecting personal data about you for the administration of the Sweepstakes, and for fulfillment of prizes. You may specifically request to be completely removed from participation in the Sweepstakes in accordance with paragraph 12 below. 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.

10) LIST OF WINNER: The name of the Grand Prize winner and a copy of the complete Official Rules are available by sending a self-addressed, stamped envelope, before December 31, 2023, in Canada to “Irving Oil “Irving Oil 506 Box Car Festival Sweepstakes, P.O. Box 3009, M.I.P. Markham, ON, L3R 6G4” and in USA to “Irving Oil 506 Box Car Festival Sweepstakes, 600 Main Street, #300, Tonawanda, NY 14151-0888”.

11) 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.

Total value all available prizes: In Canada: CAD \$2,100.00 In USA: USD \$1,668.00

Sponsor: Irving Oil Limited, Saint John, New Brunswick, E2L 4K1.

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