

THE 2023 "IRVING OIL SUMMER REWARDS" SWEEPSTAKES - OFFICIAL RULES

The "Irving Oil Summer Rewards Sweepstakes" (the "Sweepstakes") is offered by Irving Oil Limited, ("Irving Oil") and is administered by W.S.P. International Limited ("Administrators"). Irving hereinafter will be referred to as the "Sweepstakes Sponsor".

NO PURCHASE NECESSARY TO ENTER. Making a purchase will not improve your chances of winning.

General Sweepstakes Information: The Sweepstakes is being played at approximately 144 participating Irving Oil locations ("Participating Locations") that accept the Irving Rewards Card and are in the Canadian provinces of Ontario and Quebec only. You will automatically receive a Sweepstakes entry ("entry or entries") when you make any fuel purchase (any fuel type) at any Participating Location using your Irving Rewards card ("Qualifying Transaction"), at any time throughout The Sweepstakes Period, (as detailed below in Rule 1). **You must have a registered Irving Rewards card to enter to win prizes in the Sweepstakes.** If you do not have an Irving Rewards card, pick one up free of charge at any Participating Location. There is no purchase or fee required to register your Irving Rewards card. To register your Irving Rewards card, go to www.irvingoil.com. Please allow up to seven (7) days from the day that you register your new Irving Rewards card to be eligible to receive entries. You can obtain an entry without making a purchase, see Rule 3 B), below for details. Any questions, concerns or comments regarding the Sweepstakes can be forwarded rewards@irvingsummer.com. Or send your questions, concerns, or comments "Irving Oil Summer Rewards, P.O. Box 3009, M.I.P., Markham, ON L3R 6G4".

1) SWEEPSTAKES DATES: The Sweepstakes begins at 12:00:01 AM, Eastern Time ("ET") on May 2, 2023 (the "Sweepstakes Start Date"). The Sweepstakes is scheduled to end at 11:59:59 PM ET on September 18, 2023 (the "scheduled Sweepstakes End Date"). The period between the Sweepstakes Start Date and the scheduled Sweepstakes End Dates is known as the "Sweepstakes Period". Certain components of the Sweepstakes will end on different dates, as indicated elsewhere in these rules.

2) WHO CAN ENTER: The Sweepstakes is open to all legal residents in the Canadian Provinces of Ontario and Quebec who have reached the age of majority, as of Sweepstakes Start Date, in the province in which they reside. Employees of Sweepstakes Sponsor, front line store employees of the Participating Locations, their respective parent companies, affiliates, subsidiaries, distributors, sales representatives, advertising and promotion agencies, agents, any participating prize sponsors, or any entity that Sweepstakes Sponsor contracts with, specific to this Sweepstakes, unless otherwise specified herein, and members of their immediate families (defined, for these purposes as any persons with whom are domiciled (whether related or not)), are not eligible to enter to win.

3) HOW TO ENTER: There are 2 ways to earn entries: A) Make a Qualifying Transaction, and B) No Purchase entry request.

A) **Make a Qualifying Transaction:** You will automatically receive Sweepstakes entry when you make any fuel purchase (any fuel type) at any Participating Location using your Irving Rewards card at any time throughout the Sweepstakes Period.

B) **No Purchase Entry Request:** by sending a 3" x 5" card legibly printed with your name, your Irving Rewards number, and your email address, to "Irving Oil Summer Rewards No Purchase Entry, P.O. Box 3009, M.I.P., Markham, ON L3R 6G4". **Requests must be received by September 18, 2023.** Limit one entry per request per day; one request per outer mailing envelope. No mechanically reproduced or computer-generated requests allowed. Your no purchase entry will be included in all drawings after receipt of your request.

4) PRIZES: There will be four (4) prizes awarded of \$25,000.00 each for a total prize value of \$100,000.00. The first prize will be drawn at 1:00:00 PM, Eastern Time ("ET") on Thursday, June 1, 2023. The second prize will be drawn at 1:00:00 PM, Eastern Time ("ET") on Friday, July 6, 2023. The third prize will be drawn at 1:00:00 PM, Eastern Time ("ET") on Thursday, August 3, 2023, and the final prize will be drawn at 1:00:00 PM, Eastern Time ("ET") on Thursday, September 21, 2023. Non-winning, qualifying entries will be combined and included in

subsequent drawings. One (1) winner per person, per household. All drawings will be conducted by the Administrators at their offices in Markham, ON.

5. NOTIFICATION AND REDEMPTION: If you have been drawn as a potential winner, you will be sent a notification by email, text message, or phone call to the phone number associated with your Irving Rewards card. 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 Released Parties (defined below) 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). The prize winner 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 Administrators will hold alternate random drawings to select an alternate potential winner. All prizes will be awarded. Prizes will be awarded as a cheque payable to the winners. A prize presentation will be held at the prize winner's preferred participating Irving location as indicated on the Release Form. Allow four (4) to six (6) weeks for delivery of the prize. If the identity of an entrant entering by email, or text is disputed, the entry will be deemed to have been submitted by the individual assigned to the email or phone number for the associated email or text (the "Authorized Account Holder"). Each selected entrant may be required to provide proof that he/she is the Authorized Account Holder of the email or text associated with the selected entry.

Remember: If you do not have an Irving Rewards card, pick one up free of charge at any Participating Irving Rewards Location. Only Registered Irving Rewards card members will be eligible to play. There is no purchase or fee required to register your Irving Rewards card. To register your Irving Rewards card, go to www.irvingoil.com. Please allow up to seven (7) days from the day that you register your new Irving Rewards card to redeem. See www.irvingoil.com for list of Participating Irving Oil Locations. For additional terms and conditions on Irving Rewards Fuel Discounts, please visit www.irvingoil.com.

6) ODDS: Overall odds to win a prize is dependent upon the total number of eligible entries received prior to each draw.

7) PUBLICITY: Acceptance of a prize constitutes permission for the 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 irvingoil.com or on other social media associated with the Sponsor.

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; or (3) any other act which the Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Sweepstakes.

9) PUBLICITY AND PRIVACY: By participating in the Sweepstakes, entrants consent to the use of their name, address, email address, postal code, telephone number, social media handle(s), comments and image, whether on videotape, photograph or any other means, for the administration of the Sweepstakes or any publicity carried out by the Sponsor, without further notice or compensation.

Sponsor will be collecting personal data about you for the administration of the Sweepstakes and for the 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.

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. 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.

10) WINNERS' LIST: The name of the winner will be available until March 1, 2024 by mail when sending a self-addressed stamped envelope by email to rewards@irvingsummer.com or by prepaid mail sent to "Irving Oil Summer Rewards, P.O. Box 3009, M.I.P., Markham, ON L3R 6G4".

11) GENERAL TERMS AND CONDITIONS:

(a) LIMITATIONS: Released Parties (defined below) are not responsible for any manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize, use of entries by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever in connection with an entrant's participation in the Sweepstakes, in connection with the acceptance and/or exercise by the entrant of a prize as awarded, and/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 Official Rules; (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. The Sponsor reserves the right, in its sole discretion, to amend or modify these Official Rules, or modify, cancel, or suspend this Sweepstakes, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Sweepstakes.

(b) LIABILITY RELEASE: BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO RELEASE, INDEMNIFY, DEFEND AND HOLD THE SPONSOR, ADMINISTRATORS, THEIR RESPECTIVE OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, ADVERTISING AGENCIES, PROMOTION AGENCIES, 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 SWEEPSTAKES, INCLUDING, WITHOUT LIMITATION, THE EXECUTION OR ADMINISTRATION OF THE SWEEPSTAKES, YOUR PARTICIPATION IN THE SWEEPSTAKES, THE ACCEPTANCE, POSSESSION, USE, NONUSE, OR MISUSE OF ANY PRIZE, OR 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 AND SHALL SURVIVE THE TERMINATION OR EARLIER EXPIRATION OF THE SWEEPSTAKES.

(c) 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.

(d) LAW: The Sweepstakes is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal, and local laws. This Sweepstakes shall be governed exclusively by the laws of the province of New Brunswick including all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Saint John, New Brunswick.

(e) 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 WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

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

(g) IN THE PROVINCE OF QUEBEC, 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.

(h) INTELLECTUAL PROPERTY: All intellectual property associated with the Sweepstakes and/or the Sponsor, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights reserved. Unauthorized copying or use of any of the Sponsor's intellectual property without the express written consent of the Sponsor is strictly prohibited.

Total value of all available prizes: CAD \$100,000.00.

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

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