

The following promotion is intended for viewing in Canada in the provinces of New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland 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.

IRVING OIL – NOVA SCOTIA SHOWDOWN CONTEST – OFFICIAL RULES

The Irving Oil Nova Scotia Showdown Contest (the "Contest") is sponsored and administered by Irving Oil Limited ("Irving"). Irving, in its capacity as sponsor of the Contest, hereinafter will be referred to as the "Contest Sponsor." The Contest is administered by WSP International Limited ("Administrators"). AIR MILES Loyalty Inc. is in no way connected to the management of the Contest.

NO PURCHASE NECESSARY TO PLAY.

General Contest Information: Fully registered Irving Hometown Rewards members that are legal residents of the provinces of New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland only, can opt-in to enter the Contest at any time throughout the Contest Period (see Rule 1 below) for chances to win a Prize consisting of one (1) of twenty (20) sets of four (4) tickets to the National Hockey League ("NHL™") pre-season hockey game on October 2, 2023 featuring the Ottawa Senators versus the Pittsburgh Penguins at the Scotiabank Center in Halifax and a one-hundred-dollar (\$100.00) Irving Oil Gift Card. Once you have opted-in you will receive one (1) entry when you fill-up with a minimum of 35 L of fuel throughout the Contest Period, when you use your AIR MILES® card at the time of purchase. See Rule 3 below for full details. NO PURCHASE NECESSARY – See Rule 3 below for details on alternate forms of Entry. By entering the Contest, a person agrees to comply with all of these Official Rules. Any questions, concerns or comments relating to the Contest can be sent via mail by sending a self-addressed, stamped envelope to "Irving Oil Nova Scotia Showdown Contest, P.O. Box 3009, M.I.P. Markham, ON, L3R 6G4".

1) CONTEST DATES: The Contest is scheduled to begin at 12:00:01 AM, ADT on August 1, 2023 (the "Contest Start Date") and is scheduled to end on September 3, 2023 at 12:00:00 PM, ADT (the "Contest End Date"). The period from the Contest Start Date through to the Contest End Date is known as the "Contest Period." The Sponsor's computer will be the official timeclock for the Contest.

2) WHO CAN ENTER: The Contest is open to legal residents of the provinces of New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland only who have reached the age of majority, as of the Contest Start Date, in the province in which they reside. Employees of the Contest 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 Contest Sponsor contracts with, specific to the Contest, and members of their immediate families (living in the same household), are not eligible to play or win.

3) HOW TO ENTER: During the Contest Period only, fully registered Irving Hometown Rewards members will be invited to opt-in to receive an electronic ballot entry (each an "Entry") into the Contest. The invitation will be extended by email and by an offer card found on the Hometown Rewards app. An individual must be a registered Irving Hometown Rewards member to receive and enter an Entry. Irving Hometown Rewards membership is free. You can go to [Hometown Rewards | Irving Oil](#) to download the app, available on both the App Store for Apple devices and on Google Play for android devices. Once downloaded, open the App, and follow the instructions on screen to complete the opt-in Entry form. Once opted-in, you will be notified, and your Entry will be finalized on your next single fuel purchase of thirty-five litres (35L) or more from any participating Irving Oil location in New Brunswick, Nova Scotia, Prince Edward Island, or Newfoundland when you use your AIR MILES® card at the time of purchase. Multiple fuel purchases in lesser amounts will not qualify. Throughout the Contest Period, you will then receive one additional ballot entry with every fuel purchase of thirty-five litres (35L) or more from any participating Irving Oil location in Atlantic Canada when you use your AIR MILES® card at the time of purchase. Total limit thirty-four (34) entries per person per Hometown Rewards member for the entire Contest Period. Your AIR MILES® statement will not reflect your total ballot entries. For a no purchase Entry, you must send your request on a 3" x 5" card that includes your full name, your address, telephone number and your Hometown Rewards membership number to "Irving Oil Hometown Rewards Showdown Contest – No Purchase Request, P.O. Box 3009, M.I.P. Markham, ON, L3R 6G4". No Purchase Requests must be received before the Contest end date. There is a limit of one (1) No Purchase Request per person, per household per day. Total limit thirty-four (34) No Purchase Requests per person for the entire Contest Period. If you do not have an AIR MILES® card, you can enroll in the AIR MILES® Reward Program online at www.airmiles.ca. By enrolling to become an AIR MILES® collector, you agree to be bound by the terms and conditions of the AIR MILES® Reward Program as amended from time to time.

4) CONTEST GRAND PRIZES: Twenty (20) Prize winners will be selected from among all eligible Entries received during the Contest Period. Each Prize consists of (i) four (4) tickets to the NHL™ pre-season hockey game between the Ottawa Senators and the Pittsburgh Penguins at the Scotiabank Center (the "Arena") in Halifax on October 2, 2023 and (ii) a one-hundred-dollar (\$100.00) Irving Oil Gift Card. Use of any National Hockey League game/event/exhibition ticket is subject to the standard terms, conditions, and health and safety policies applicable to the ticket. Seat selections are final. All other expenses or expenditures related to a Prize, (including but not limited to travelling to and from the Arena, meals, souvenirs, etc.) are the responsibility of the Prize winners. Approximate aggregate retail value of each Prize, as awarded, in Canadian dollars, is six hundred and sixteen dollars (CDN\$616.00) each.

RESTRICTIONS: Prize winners' guests must be of the age of majority in the province in which they reside, subject to the following exception: A guest may be a minor if the Prize winner is the parent or legal guardian of the minor or if the minor is accompanied by another guest who is a parent or guardian of the minor. Parents or legal guardians must execute all required documents on behalf of any such eligible minor.

Prize draws will be held at approximately 11:00 AM ADT on Friday, September 8, 2023 at the offices of the Administrators in Markham, Ontario. Each Prize 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 (except at the discretion of the Contest Sponsor as described below) once issued, must be accepted as awarded and have no cash value. Prize winners may not transfer, modify, or substitute any Prizes. The Contest Sponsor reserves the discretionary right to substitute an alternate Prize of equal or greater value at any time, including if any part of the Prize is unavailable at the time of drawing or if the pre-season hockey game that is a part of each Prize is cancelled, postponed or delayed.

5) NOTIFICATION AND REDEMPTION: If you have been drawn as the potential Prize winner, you will be contacted by email or text message to the phone number associated with your qualifying Entry or by telephone. As a condition of being awarded any Prize, the potential Prize winner must complete, within seven (7) days of receipt, the Contest Sponsor's Statement of Compliance, Release, and Indemnity Agreement ("**Release Form**") under which, among other matters, the Prize winner confirms his/her/their compliance and eligibility with these Official Rules, and releases the Contest Sponsor, Administrator, and certain other related parties described therein (the "**Promotion Parties**") of each of the foregoing, from and against any and all liability arising from or in connection with participation in the Contest or the acceptance, possession, use or misuse of the Prize (or any portion thereof). Prize winners must also correctly answer, unaided, a mathematical skill testing question. An individual cannot win a Prize unless and until they have fully complied with these Official Rules and all Prize award processes have been completed. If a potential Prize winner fails to return the Release Form, required proof of identity, and/or other documents, fails to correctly answer the skill-testing mathematical question within the time allotted, each in accordance with these Official Rules, or is found to have violated the Official Rules of the Contest in any way, or if any Prize notification from the Contest Sponsor is returned as undeliverable, the potential Prize winner will be disqualified and will be deemed to have forfeited the Prize in question. In the case of forfeiture, the Administrator will hold a maximum of three (3) alternate random drawings to select an alternate potential Prize winner. If all three drawings fail to provide a verified Prize winner, then the Prize will not be awarded. If the identity of a selected potential Prize winner is disputed, the Entry will be deemed to have been submitted by the Hometown Rewards member (as listed in the Contest Sponsor's database). Each selected potential Prize winner may be required to provide proof that he/she/they are the Hometown Rewards member associated with the selected Entry. If a Prize winner is under the age of majority in the applicable province of residence (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 a Prize being undeliverable will not be the responsibility of the Contest Sponsor or Administrators and the Prize may not be awarded. The Contest Sponsor and Administrators are not responsible for any lost or undelivered mail. Prize winners should allow two (2) weeks or more for delivery of the Prize. Verified Prize winners may be requested to visit a nearby participating Irving site for presentation of their Prize.

6) ODDS: The odds of winning a Prize depend on the total number of eligible Entries received.

7) PUBLICITY: Acceptance of a Prize constitutes permission (without remuneration) for the Contest Sponsor to use the Prize 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 a Prize winner may be published on the Contest Sponsor and/or Administrators' Websites. Mobile app and Social Networking Websites.

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

9) PRIVACY (FOR PRIZE WINNERS ONLY): The Contest Sponsor will be collecting personal data about each person seeking to enter the Contest for the administration of the Contest, and for fulfillment of Prizes. An entrant may specifically request to be removed from participation in the Contest in accordance with Rule 12 below. No personal data will be transferred or sold to any third party except in the following circumstances:

- when an entrant gives the Contest Sponsor permission to do so;
- when, in good faith, the Contest Sponsor or the Administrators believe the law requires disclosure;
- to affiliated companies of the Contest Sponsor, provided that such 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 the Contest Sponsor's and the Administrators' respective agents for data processing purposes, to their 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.

Contest 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. Contest 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. To access the information, you have supplied when registering for your AIR MILES® collector account, or to update or rectify your information, you must go to www.airmiles.ca.

10) WINNER LIST: The names of the Prize winners and a copy of the complete Official Rules are available by sending a self-addressed, stamped envelope, before December 31, 2023, to "Irving Oil Hometown Rewards Showdown Contest Winners List, P.O. Box 3009, M.I.P. Markham, ON, L3R 6G4".

11) GENERAL TERMS AND CONDITIONS:

Limitations: The 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 Contest or from receiving or downloading any material from the Contest Sponsor's servers or from any other Internet web site, regardless of whether the material was prepared by the Contest 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; 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 Contest, or (vii) any other causes beyond the Contest Sponsor's control that jeopardize the administration, security, fairness, integrity or proper conduct of the Contest. All incomplete or non-conforming Entries will be disqualified. If for any reason the Contest 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 control of the Contest Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Contest, or if the Contest is compromised or becomes technically corrupted in any way, electronically or otherwise, the Contest Sponsor reserves the right to modify or terminate the Contest.

LIABILITY RELEASE: BY PARTICIPATING IN THE CONTEST, EACH ENTRANT AGREES TO RELEASE AND HOLD THE CONTEST SPONSOR, THE ADMINISTRATORS, THE NHL™, THE OTTAWA SENATORS AND THE PITTSBURGH PENGUINS, THEIR 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 CONTEST, THEIR PARTICIPATION IN THE CONTEST OR THE ACCEPTANCE, POSSESSION, USE, NONUSE, OR MISUSE OF ANY PRIZE, PARTICIPATING IN OR TRAVELING TO ANY CONTEST-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, EACH ENTRANT FURTHER AGREES 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 CONTEST OR A PRIZE.

CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE CONTEST OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST 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 RELATED TO THE CONTEST SHALL BE RESOLVED BY A FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN THE PROVINCE OF NEW BRUNSWICK. 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 CONTEST, AN ENTRANT AGREES 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 CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) THEIR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU THEY IRREVOCABLY WAIVE ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

Total value all available Prizes: CAD \$12,320.00.

The Contest is in no way sponsored, administered, or produced by the NHL or any NHL™ Entity. NHL trademarks, service marks, and copyrights are proprietary to the applicable NHL™ Entity/ies. All rights reserved.

®™ Trademarks of AM Royalties Limited Partnership used under license by AIR MILES Loyalty Inc., and Irving Oil Limited. All other trademarks used herein are the property of their respective owners.

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

Administrator: WSP International Limited, Markham, ON, Canada L3R 6H3.