

## Folgers Damn Good Contest 2023

### OFFICIAL CONTEST RULES AND REGULATIONS

***No purchase necessary. Internet access is required. If you choose to participate using a mobile device, data usage fees may apply. Any such fees are the responsibility of the participant or mobile account holder. Please contact your mobile service provider for pricing and service plan information before participating using your mobile devices.***

- 1. ELIGIBILITY:** The Folgers Damn Good Contest 2023 (the “Contest”) is open to legal residents of Canada, who reside in Canada and are the age of majority or older in their province/territory of residence at the time of registration. The Sponsor of the Contest is Smucker Foods of Canada Corp., 80 Whitehall Drive, Markham, ON, Canada L3R 0P3 (the “Sponsor”). The following individuals are excluded from registering and entering the Contest: employees, officers, directors, representatives and agents of Sponsor and their respective advertising and contest agencies, or any of their respective affiliates, related entities, successors or assigns or persons domiciled with any of the above including immediate family members (parents, spouse, siblings or child) (collectively, the “Contest Parties”). Groups, clubs, organizations, businesses and commercial/non-commercial entities cannot participate. The Contest is subject to all applicable federal, territorial, provincial, and municipal laws and regulations and is void where prohibited by law.
- 2. AGREEMENT TO OFFICIAL RULES:** By registering and entering the Contest, each participant fully and unconditionally agrees to and accepts these Official Rules (“Rules”) and the decisions of the Sponsor and their administrator, which are final and binding (without right of appeal, except as otherwise provided in these Rules) in all matters related to the Contest.
- 3. CONTEST PERIOD, PURCHASE PERIOD AND ENTRY PERIOD:** The Contest begins on January 4, 2023, at 12:00:00 a.m. Eastern Time (“ET”) and ends on March 8, 2023, at 11:59:59 p.m. ET (the “Contest Period”). For the purpose of these Rules, a proof of purchase document must be dated on or between January 4, 2023, and March 1, 2023 (the “Purchase Period”) and all Entry requests must be received on or between January 4, 2023, and March 8, 2023 (The “Entry Period”). The administrator’s computer is the official time-keeping device for this Contest.
- 4. QUALIFYING PURCHASE:** During the Purchase Period, participants may make a qualifying purchase (a “Qualifying Purchase”), by purchasing any Folgers products (each a “Participating Product”), from a Canadian retail store or website. Eligible participants may earn one (1) entry into the Contest for every Participating Product purchased during the Purchase Period. For clarity, if you purchase two (2) Participating Products in a single transaction and in accordance with these Rules, you will be eligible for two (2) Contest Entries.

Purchases made by or on behalf of groups, clubs, organizations, businesses and commercial and non-commercial entities will not be accepted and will not be eligible for this Contest.

- 5. CONTEST REGISTRATION:** Before entering the Contest, you must first register by completing the registration process detailed below (the “Registration Process”) at <https://folgerscontest.ca> (the “Contest Website”). **You are limited to one (1) registration per person and the use of multiple identities, email addresses or residential addresses is prohibited.**

Step 1: Complete the online registration form by providing your first name, last name, and valid email address. You must also confirm that you have read and agree to be bound by the Contest Rules.

Step 2: You will receive an email at the email address you provided along with instructions to click the appropriate button/link within fifteen (15) minutes to confirm your intention to register for the Contest and login to the Contest Website.

Step 3: You will be returned to the Contest Website in a logged-in state where you will be asked to provide your residential address, postal code, and phone number. You will also be asked to provide the answer to a mathematical skill-testing question that you must answer within the time provided and without assistance of any kind, and complete the Sponsor’s Declaration of Compliance with these Rules/Release of Liability and Consent to Publicity Form (the “Release Form”) which (among other things): (i) confirms your compliance with these Rules; (ii) if selected as a potential winner, acknowledges your acceptance of a Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, your participation therein and/or the awarding and use/misuse of a Secondary Prize, the Grand Prize or any portion thereof; (iv) agrees to the publication, reproduction and/or other use of your name, city/province/territory, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet (including, but not limited to, any social media platforms) unless prohibited by law.

Once you complete all the above steps in accordance with the Rules, your registration is complete, and you are eligible to participate in the Contest (a “Participant”).

- 6. HOW TO ENTER:** After completing the Registration Process and accessing the Contest Website in a logged-in state, there are two ways to earn a Contest Entry (an “Entry” or, if multiple, “Entries”): “With-Purchase Entry” and “No-Purchase Entry”, each detailed below.

**A. With-Purchase Entry:**

- I. To initiate a With-Purchase Entry, make a Qualifying Purchase (see section 4) and submit the elements set out below through the Contest Website during the Entry Period (a “Submission”):

1. **“Proof of Purchase”:** Photo of an original (not photocopied or scanned) retail store receipt or a PDF file of a website order pick-up, shipping, or delivery

confirmation record, depending upon purchase channel (retail store or online store), showing the purchase of at least one (1) Participating Product during the Purchase Period. Each Proof of Purchase must be dated within the Purchase Period and submitted during the Entry Period. **A Proof of Purchase cannot be used more than once or transferred to another individual, including whether or not that individual is from the same household, or for any other reason whatsoever.**

For greater clarity:

For retail store purchases: Take a photo of your entire original cash register sales receipt clearly showing the entire receipt (all four corners) and without any folds. If the receipt cannot fit within a single photo or is two-sided, multiple files can be uploaded as part of a single Submission.

Ensure each of the following is clearly visible within the photo(s) or your Submission will be marked invalid:

- retailer name
- store address
- transaction date & time
- all Participating Products purchased, including the product description and unit price
- transaction sub-total and total dollar amounts

For online store purchase: Download and/or save your order delivery record, pick-up confirmation record, or shipment confirmation record. If your Proof of Purchase consists of multiple pages, include all pages as part of a single PDF file or submit multiple files as part of a single Submission, if necessary. Your submitted document must clearly show the following to be marked valid:

- retailer name
- transaction date & time
- all Participating Products purchased, including the product description and unit price
- transaction sub-total and total dollar amounts

**NOTE: A confirmation record showing a placed, but not shipped, picked-up or delivered order is not sufficient to constitute a Proof of Purchase and Submissions that fail to meet this requirement will be marked invalid.**

2. **“Retailer Selection”:** The name of the retailer where you made your Qualifying Purchase.
3. **“Product and Quantity Selection”:** The Participating Product(s) (and the quantity of each) you purchased. These values will be used to calculate the number of Entries your Submission is requesting. For example, if your Submission includes two (2) Participating Products, your Submission will

indicate you are requested two (2) Contest Entries. Similarly, if your Submission includes three (3) Participating Products your Submission will indicate you are requesting three (3) Contest Entries.

- ii. Click on the “Enter” button found on the Contest Website when in a logged-in state and upload the photo/file(s) of your Proof of Purchase. If your Proof of Purchase has information on both sides or multiple pages, upload a second image showing the back-side or additional pages by clicking the appropriate link/button. Then select the name of the retailer where you made your Qualifying Purchase, the specific Participating Product(s) and quantity of each purchased and click the “Review” button to preview the contents of your Submission. You have the option to edit (remove, add, or replace an image and/or adjust the products/quantities purchased), or, if satisfied the image(s) uploaded meet the requirements to qualify and all information is accurate, press the “Submit” button to complete your Submission. Acceptable file formats are JPG; JPEG; PNG or PDF. Make sure your photograph(s) are centered, in focus, not obscured by dark shadow, aren’t folded, show all four corners of the document, and have a clear background.

Submissions must be made during the Entry Period. Each Submission will be reviewed by the Sponsor to determine if it is eligible. If the Sponsor, acting in its sole discretion, deems the Submission eligible, you will receive one (1) Contest Entry for every Participating Product purchased in accordance with the Rules.

The number of Contest Entries earned per Submission will be confirmed via email after the Sponsor completes the review process. If your Submission does not qualify for any Entries, or only a portion of the number of Entries requested (as indicated by the Product Quantity Selection at time of submission), you will be informed as to why.

- B. **No-Purchase Entry:** To enter without purchase, during the Purchase Period and while in a logged-in state, click the appropriate link to be directed to <https://folgerscontest.ca/no-purchase-entry> and request a one-time use No-Purchase Entry Personal Identification Number ("NPE PIN"). Once your NPE PIN request has been submitted, a unique NPE PIN will be displayed on-screen and delivered by email to your email address used to register along with instructions for completing your No-Purchase Entry submission. Each day an NPE PIN request is made a unique one-time-use NPE PIN is generated for you. You must then submit by mail the following: i) one unique handwritten original (not photocopied) 50-word (minimum) essay on, "*What Folgers® products do you enjoy and why?*" (an “Essay”); and ii) one unique NPE PIN; both on a single piece of paper to: Folgers Damn Good Contest 2023 PO Box 174 Whitby, ON L1N 5S1 (the “Contest Address”). Together, i) and ii) comprise a “No-Purchase Entry Request”. For clarity, each No-Purchase Entry Request must contain an original Essay and a valid unique NPE PIN enclosed in a separate envelope bearing sufficient postage and arrive at the Contest Address within the Entry Period set out in Section 3 to be eligible for one (1) Contest Entry. Each Essay can be used only once. Each NPE PIN can be used only once. Any No-Purchase Entry Request with duplicate Essays or

NPE PINs will be marked invalid. Simply requesting an NPE PIN does not constitute a Contest Entry. Only once a No Purchase Entry Request has been reviewed for compliance with the Contest Rules and deemed valid by the Sponsor, acting in its sole discretion, will you receive one (1) Contest Entry. **Limit of one (1) NPE PIN request per person per day during the Purchase Period.**

Once your No-Purchase Entry Request has been reviewed, you will be informed by email as to the status – either “Valid” (if it qualifies you for an Entry) or “Invalid” (if it does not qualify you for an Entry). If your No-Purchase Entry Request is Invalid, you will be informed as to why it does not qualify.

Each Entry you earn, regardless of the method used to enter, will be eligible for all Draws scheduled on or after the date and time your Entry was accepted as valid if they are accepted as valid by the Entry Deadline date for such Draws (See section 10 for the Draw Schedule). To be valid, all With-Purchase and No-Purchase Entry Requests must be received within the Entry Period. For clarity, each Entry can be used for multiple Secondary Prize Draws and will continue to be used in the subsequent eligible Draws unless or until it is selected. All eligible Entries received during the Contest Period will be counted towards the Grand Prize Draw, even if selected for a Secondary Prize.

If you believe the decision made with respect to the validity of a With-Purchase Entry or a No-Purchase Entry was made in error, follow the instructions provided in the related email message to contact the Sponsor’s support team. All support requests will be reviewed and replied to in a timely manner. If it is determined that a Submission was marked as invalid in error, the decision may be changed, at the sole discretion of the Sponsor, and any Entries earned as part of the related Submission will be included in any subsequent Draws taking place on or after the date your Entry was accepted as valid, as applicable.

- 7. REGISTRATION, ENTRY & PRIZE LIMITS:** There is no limit to the number of With-Purchase Entries you can earn during the Contest Period. You can initiate a maximum of one No-Purchase Entry Request per day during the Purchase Period. There is a limit of one (1) Secondary Prize type per Participant, email, and residential address across all Draws and during the Contest Period, regardless of how many individuals reside within a household or how many Entries are earned.

A household or individual cannot make additional Submissions using an alternate name or email address with the original residential address, and likewise you cannot make an additional Submission using an alternate residential address with a same Proof of Purchase or email address. You cannot share a Proof of Purchase with anyone else. Submissions must be made by the registered Participant and not by any other person on behalf of a registered Participant.

Each Proof of Purchase can only be submitted once in relation to this Contest. For greater certainty and the avoidance of any doubt, if you purchase more than one (1) Participating Product in a single transaction, as shown on your Proof of Purchase, you will receive one (1)

Entry for every Participating Product purchased. A Proof of Purchase cannot be used again to claim further Entries by either you or anyone else.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise obtained by the Sponsor) that any person has or has attempted to: (i) submit more than the maximum number of No Purchase Entry Requests allowed; (ii) used a Proof of Purchase more than one (1) time; (iii) falsely entered/submitted a Proof of Purchase without legitimately obtaining it in accordance with these Rules; (iv) entered/submitted a Proof of Purchase or other information that has been falsified, manipulated or otherwise altered in any way; and/or (v) used multiple names, multiple identities, multiple email addresses, multiple residential addresses, and/or any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; or (vi) otherwise violate the Rules, then they may be disqualified from the Contest and such person's Entry or Entries may be rejected if (in the sole and absolute discretion of the Sponsor) the Submission/No Purchase Entry Request is not fully completed with all required information and submitted and received in accordance with these Rules. The Sponsor, Contest Parties – including any parties the Sponsor uses to or places in charge of administering the Contest, and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "Released Parties") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries and/or other information (all of which is void).

- 8. VERIFICATION:** The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry (or a purported Entry) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor.

ALL ELIGIBLE WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. A PARTICIPANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THEY RECEIVE AN EMAIL MESSAGE SAYING THEY WON, UNLESS AND UNTIL THEIR ELIGIBILITY, AND THE ELIGIBLE WINNER HAS BEEN VERIFIED AND THE PARTICIPANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE BY ACKNOWLEDGEMENT FROM SPONSOR OF A COMPLETED RELEASE FORM.

- 9. PRIZES AND APPROXIMATE RETAIL VALUE:** There will be a total of three thousand one hundred ninety (3,190) secondary prizes (each a "Secondary Prize") available to be won. Each Secondary Prize is valued according to the respective retail selling price ("RSP") and available in the quantities stated in the table below. Total approximate RSP of all Secondary Prizes is \$100,225.27 CAD. There is one (1) grand prize available to be won consisting of either (i) an

18 karat golden scoop valued at \$10,000 CAD or (ii) a cash prize of \$10,000 CAD (the “Grand Prize”). The weight of the golden scoop varies depending on the current rates and value of gold. For the purpose of these Rules the Secondary Prizes and the Grand Prize may be collectively referred to as “Prize” or “Prizes”. Prizes may not be exactly as shown in Contest materials.

<b>Secondary Prize Description</b>	<b>Quantity Available</b>	<b>Retail Selling Price (\$CAD)</b>
Insulated Coffee Tumbler	417	\$48.00
Keurig® K-Supreme Plus™ Smart Single Serve Coffee Maker	112	\$269.99
Folgers Black Silk 614g	1,471	\$16.99
Folgers 30ct K-Cup	1,190	\$20.99
<b>Total</b>	<b>3,190</b>	<b>\$100,225.27</b>

Without limiting the generality of the foregoing, all Secondary Prizes must be accepted as awarded and are not transferable, assignable, or convertible to cash. No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Secondary Prize with an item or items of equal or greater value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. At the choice of the Grand Prize winner, the Grand Prize will be awarded in the form of a Golden Scoop or in the form of a cash prize of \$10,000 CAD. The Grand Prize winner must make their choice for the form of the Prize known to the Sponsor at the time the Prize is awarded, and this decision cannot be changed once made unless done so at the sole discretion of the Sponsor. Each Prize will only be awarded to the person whose verifiable full name, residential address and valid e-mail address appears in the registration record associated with the Entry in question. Prizes will be delivered to confirmed winners’ residential address (P.O. Boxes are not permitted), as provided at the time of Registration, at the expense of the Sponsor within six (6) weeks of the last scheduled Draw. If a Prize is returned as undeliverable for any reason whatsoever, the eligible winner will have forfeited their right to receive the Prize. By accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if their Prize does not prove satisfactory, either in whole or in part. All confirmed Prize winner are solely responsible for all costs, if any, not expressly described herein including all taxes, or fees related to receiving, installation, setup, or use of the Prize. There is a limit of one (1) Secondary Prize per Participant and household. Winning a Secondary Prize does not exclude you from being eligible to win the Grand Prize.

None of the Released Parties make any representation or offers any warranty, express or implied, as to the quality or fitness of a Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should their Prize or any portion thereof fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive

all recourse against the Sponsor and all of the other Released Parties if their Prize does not prove satisfactory, either in whole or in part.

**10. DRAW ELIGIBILITY, WINNER SELECTION PROCESS AND ODDS OF WINNING:** BEGINNING JANUARY 13, 2023, A SERIES OF NINE (9) DRAWS FOR AWARDING SECONDARY PRIZES AND ONE (1) DRAW FOR AWARDING THE GRAND PRIZE WILL BE CONDUCTED ON A CORRESPONDING DRAW DATES AT 400 CENTRE STREET SOUTH, WHITBY, ON AT APPROXIMATELY 12:00 P.M. ET (EACH A “DRAW”) ACCORDING TO THE SCHEDULE BELOW.

Draw #	Draw Date	Entry Deadline (to be eligible for each draw)	Prizes Awarded (Type & Qty Awarded)
1	January 13, 2023	January 10, 2023	Insulated Coffee Tumbler x 46 Keurig® K-Supreme Plus™ Smart Single Serve Coffee Maker x 12 Folgers Black Silk 816g canister x 163 Folgers 30ct K-Cup x 132
2	January 20, 2023	January 17, 2023	Insulated Coffee Tumbler x 46 Keurig® K-Supreme Plus™ Smart Single Serve Coffee Maker x 12 Folgers Black Silk 816g canister x 163 Folgers 30ct K-Cup x 132
3	January 27, 2023	January 24, 2023	Insulated Coffee Tumbler x 46 Keurig® K-Supreme Plus™ Smart Single Serve Coffee Maker x 12 Folgers Black Silk 816g canister x 163 Folgers 30ct K-Cup x 132
4	February 3, 2023	January 31, 2023	Insulated Coffee Tumbler x 46 Keurig® K-Supreme Plus™ Smart Single Serve Coffee Maker x 12 Folgers Black Silk 816g canister x 163 Folgers 30ct K-Cup x 132
5	February 10, 2023	February 7, 2023	Insulated Coffee Tumbler x 46 Keurig® K-Supreme Plus™ Smart Single Serve Coffee Maker x 12 Folgers Black Silk 816g canister x 163 Folgers 30ct K-Cup x 132
6	February 17, 2023	February 14, 2023	Insulated Coffee Tumbler x 46 Keurig® K-Supreme Plus™ Smart Single Serve Coffee Maker x 12 Folgers Black Silk 816g canister x 163 Folgers 30ct K-Cup x 132
7	February 24, 2023	February 21, 2023	Insulated Coffee Tumbler x 46 Keurig® K-Supreme Plus™ Smart Single Serve Coffee Maker x 12 Folgers Black Silk 816g canister x 163



			Folgers 30ct K-Cup x 132
8	March 3, 2023	February 28, 2023	Insulated Coffee Tumbler x 46 Keurig® K-Supreme Plus™ Smart Single Serve Coffee Maker x 12 Folgers Black Silk 816g canister x 163 Folgers 30ct K-Cup x 132
9	March 15, 2023	March 8, 2023	Insulated Coffee Tumbler x 49 Keurig® K-Supreme Plus™ Smart Single Serve Coffee Maker x 16 Folgers Black Silk 816g canister x 167 Folgers 30ct K-Cup x 134
10	March 15, 2023	March 8, 2023	Grand Prize x 1

The identified number of eligible Participants (one per Secondary Prize and Grand Prize awarded, as identified in the table above) will be randomly selected for each Draw Date from among all eligible Entries that were submitted, received, and accepted by the Entry Deadline specified above in accordance with these Rules during the Contest Period, including both Purchase and No Purchase Entries. The odds of winning a Secondary Prize in any draw depends on the total number of eligible Entries submitted, received, and accepted by the Entry Deadline specified for that draw in accordance with these Rules during the Contest Period. The odds of winning the Grand Prize depends on the total number of eligible Entries submitted, received, and accepted in accordance with these Rules during the Contest Period. The number of Secondary Prizes available will be reduced as they are won during the Contest Period.

If there are insufficient eligible Entries by the Entry Deadline date to award all the Secondary Prizes allocated for that Draw Date, the Sponsor may, in its sole discretion, decide to re-allocate and draw some or all of the Secondary Prizes on one or several Draw Dates later on.

- 11. WINNER NOTIFICATION:** The Sponsor will contact each potential winner of a Secondary Prize up to a maximum of one (1) time by email within two (2) business days of the Draw Date to notify the winner of qualification as a winner and to inform them of the mailing address to be used for the delivery of their Secondary Prize (using the information provided on the Registration Form). If a winner does not respond to the email notification within the time frame indicated within the email to request a change to the mailing address on record (if necessary), then the Secondary Prize will be dispatched for delivery to the mailing address on record. Sponsor reserves the right to disqualify a potential winner of a Secondary Prize if there is a return of any notification as undeliverable.

The Sponsor will contact the winner of the Grand Prize up to a maximum of three (3) time by email and/or phone within five (5) business days of the Draw Date to notify the winner of qualification as a winner and to seek confirmation of the mailing address to be used for the delivery of their Grand Prize. If the winner does not respond to the email notification or phone call within two (2) business days of the final attempt made by the Sponsor to contact them, or if there is a return of any notification as undeliverable, then the Grand Prize awarded winner

will be disqualified without any liability to the Sponsor whatsoever (and the disqualified eligible winner will have no claim against the Sponsor with respect to the Contest or eligible Grand Prize, or anything related to the Contest) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible Participant from among the remaining eligible Entries submitted and received in accordance with these Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner with the necessary amendments).

The Sponsor is not responsible for the failure of any eligible winner to receive notification or other communications, concerning this Contest or for the failure for any reason whatsoever of the Sponsor, or its designated representative, to receive the eligible winner's response or other communications from the eligible winner concerning this Contest. The Released Parties will not be responsible for failed attempts to contact any winner. Reminder: It is the responsibility of all Participants to check their email account, for such notifications including their inbox, spam, junk, or any other folder their e-mail provider may push emails to.

**ACCEPTANCE OF A SECONDARY PRIZE OR GRAND PRIZE:** NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS A WINNER IN ACCORDANCE WITH THESE RULES. Before being declared as a confirmed Prize winner and contacted by the Sponsor, (a) the Release Form accepted by the Participant during the Registration Process will be reviewed for compliance; and (b) the answer provided to the mathematical skill-testing question requested during the Registration Process will be reviewed to ensure the correct answer was provided. If an eligible winner: (a) failed to correctly answer the mathematical skill-testing question; (b) failed to properly executed Release Form; (c) cannot accept (or is unwilling to accept) the Secondary Prize or Grand prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then they will be disqualified (and will forfeit all rights to the Prize) without any liability to Sponsor whatsoever, and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible participant from among the remaining eligible Entries submitted and received in accordance with these Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). Eligible winners may be required, at the Sponsor's sole discretion, to provide the Sponsor or its designated agent with a copy of government issued photo identification showing their valid address. Eligible winners agree to cooperate in any investigations by the Sponsor to confirm their eligibility and to help ensure that the use of such eligible winner in advertising or publicity for the Contest will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest or the Sponsor, as determined by the Sponsor in its sole discretion. No correspondence will be entered into except with each eligible winner.

- 12. PRIZE WINNERS:** If it is discovered that a Secondary Prize winner or Grand Prize winner made any false statement in any document related to the Contest, they must promptly return to the Sponsor upon demand the Prize, or at the election of the Sponsor, the value of the Secondary Prize or Grand Prize as stated in these Rules.

- 13. CONDITIONS OF ENTRY:** By entering and submitting an Entry into this Contest, eligible Participants acknowledge compliance with these Rules including all eligibility requirements; agree to abide by these Rules and by the decisions of the Sponsor with respect to all aspects of the Contest, including without limitation any decision respecting the eligibility or the identity of any person who participates or attempts to participate in the Contest. All decisions of the Sponsor are final and binding on all persons who enter the Contest. Participants who have not complied with these Rules will be disqualified.
- 14. DISPUTE:** In the event of a dispute as to the identity of a participant, entries made online will be deemed to have been made by the authorized account holder of the email address submitted at the time of entry. An "authorized account holder" is defined as the natural person assigned to an email address by an Internet service provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted email addresses. Any eligible winner may be required to show proof of being the authorized account holder for the email address associated with the winning Entry.
- 15. GENERAL:** All Entries including images of sales receipts, an online order pick-up or delivery confirmation record, and No Purchase Entries, become the property of the Sponsor and all such Entries will not be returned. The Sponsor or its administrator, do not assume any responsibility for and are not responsible for: (i) the incorrect or inaccurate capture for any reason of an Entry; (ii) Entries that fail to comply with these Rules; (iii) errors made by the Sponsor or administrator in reviewing and determining the validity or invalidity of a Submission/Entry; (iv) in the review any loss, damage, or claims caused by the awarded Prize or the Contest itself; (v) any technical or communications failures affecting the Contest or the awarding of a Prize, or causing damage or injury to any person, including without limitation, any failure of a website during the Contest Period, any technical or communications problems, any human or technical error, any printing errors, any lost, misdirected, delayed or garbled data or transmissions, any omissions, any interruption, any deletion, any defect, any failure of any telephone or computer lines, any technical malfunction of any computer on-line systems, servers, access providers, computer equipment or software, any failure of any e-mail or other electronic message, any loss or non-recording of any Entry on account of technical problems or traffic congestion on the Internet or at any website, any loss or delay in any mail or courier service, any combination of the foregoing, or any injury or damage to an eligible person, or any loss or injury or damage to any person's computer or other electronic devices, related to or resulting from uploading or downloading any material in the Contest, all of which may affect a person's ability to participate in the Contest; or (vi) any other matter whatsoever. Entry material/data that have been tampered with or altered are void. Sponsor and the Released Parties shall have no responsibility whatsoever for printing, prizing, programming, or production errors.
- 16. GOVERNING LAW:** To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause

the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

- 17. DISQUALIFICATION:** It is the responsibility of any eligible person/participant who submits an Entry into the Contest to ensure that they have complied in full with all the conditions and requirements contained in these Rules. In addition to any other rights of the Sponsor contained in these Rules, the Sponsor reserves the right in its sole discretion to disqualify any individual/participant who is found to be tampering with the entry process, or with the operation of the Contest, to be acting in violation of these Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the apparent intent to disrupt or undermine the legitimate operation of the Contest, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from and against any such person/participant to the fullest extent permitted by law. Entries generated by script, macro, programmed, robotic or other automated means are prohibited and will be disqualified.
- 18. DISCREPANCIES:** In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the entry form, website, French version of these Rules, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor; the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.
- 19. FOR QUEBEC RESIDENTS:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux (the "Régie") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.
- 20. FORCE MAJEURE/PRINTING AND PROMOTION ERRORS:** The Sponsor reserves the right, subject only to the jurisdiction of the Régie in Quebec, to suspend or terminate this Contest or to amend, enlarge or modify these Rules at any time and in any way, without prior notice. Without limiting the generality of the foregoing, and subject to the jurisdiction of the Régie, the Sponsor reserves the right, without prior notice and at any time, to terminate the Contest, in whole or in part, or to modify, suspend the Contest in any way, if it determines, in its sole discretion, that the Contest is impaired or corrupted in any way or that fraud or technical problems, failures or malfunctions (including, without limitation, computer viruses, glitches, or printing or production errors) have destroyed or severely undermined the integrity, and/or feasibility of the Contest, in whole or part. In the event the Sponsor is impeded or prevented from continuing with the Contest as planned or intended by any event beyond its control, including, but not limited to fire, flood, natural or manmade epidemic or health hazard or crisis, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), any Federal, Provincial, or local government law, order, or regulation, public health crisis, the order of any court or government agency of applicable jurisdiction, or by any

other cause not reasonably within the Sponsor's control, then subject to jurisdiction of the Régie, the Sponsor shall have the right to modify, suspend, or terminate the Contest. Subject to the provisions of these Rules, only the type and number(s) of Prizes described in these Rules will be awarded in the Contest. If, due to printing, prizing, programming, production or other errors or for any other reason whatsoever, the number of individuals claiming the right to receive a Prize exceeds the number of Prizes available to be won as set out in these Rules, the Sponsor may, at its sole discretion, elect to award only the correct number of Prizes i.e. a Prize(s) as described in Rule 10 of these Rules) by means a random drawing from among all persons making purportedly valid claims for such Prize(s). Inclusion in such drawing shall be the only remedy available in such circumstances for any eligible person who has participated in the Contest. Under no circumstances shall the Sponsor be required to award or distribute more than the correct number of Prizes.

**21. INVALIDITY:** The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Rules solely for ease of reference and shall not be deemed or considered to affect in any manner the meaning or intent of these Rules or any provision hereof. These Rules cannot be modified or amended in any way except in writing by a duly authorized representative of the Sponsor. Subject to the provisions of these Rules, employees of the Sponsor, or of any of its representatives, are not authorized to modify, amend or waive these Rules.

**22. CONSENT TO USE PERSONAL INFORMATION:** The Sponsor respects your right to privacy. To view the Smucker Foods of Canada Corp., privacy policy, visit <https://www.smuckers.ca/Privacy-Policy>. By participating in this Contest, participants consent to the use of their personal information for the purpose of administering the Contest, for the purposes set out in these Rules, and in accordance with the Sponsor's privacy policy. In the course of conducting this Contest, the Sponsor will acquire certain personal information as submitted by persons seeking to enter the Contest.

**23. WINNERS LIST:** A list of the winners may be obtained by sending a request to Folgers Damn Good Contest 2023 PO Box 174 Whitby, ON L1N 5S1 by July 6, 2023.