# **Contest Rules**

# "Win with your online purchases."

The monthly Contest" Win with your online purchases" (the "Contest") is brought to you by Catsports (the "Contest Sponsor"). The Contest starts on September 1, 2019, at 12:01 a.m. EDT and closes on June 30, 2021, at 11:59 p.m. EDT (hereinafter, the "Contest Period").

# 1. Eligibility

The monthly Contest "Win with your online purchases" is open to all institutional customers (includes schools, school boards, summer camps, municipalities as well as daycare nurseries and childcare centres) who have placed an online order of \$200 (two hundred dollars) or more before applicable www.catsports.com online store. Catsports emplovees. representatives or agents of Contest Sponsor and each of their subsidiaries and affiliates, media partners, advertising and promotional agencies, and members of the immediate family (parents, children, siblings and spouse, regardless of where they are domiciled) of any of the aforementioned and persons with whom any of the aforementioned are domiciled are not eligible to enter the Contest. The Contest is subject to federal, provincial and local laws and regulations.

# 2. How to Participate in the Contest

To be eligible to the Contest, institutional customers have to place an online order of \$200 (two hundred dollars) or more before applicable taxes on www.catsports.com online store. They will get an additional entry into the draw for each purchase of \$200 (two hundred dollars) or more before applicable taxes made between September 1 and 30, 2019, inclusively (draw 1) and between June 1 and 30, 2019, inclusively (draw 22). **The Contest does not apply to orders placed by fax or telephone.** 

## 3. Sponsor

The Contest is sponsored by Catsports, located in 1490 Nobel Street, Suite N, Boucherville, Quebec, J4B 5H3.

#### 4. Prizes

There are twenty two (22) Prizes to be won (each of the twenty two (22) "Prizes" and collectively the "Prizes"), each consisting of one (1) monthly prize valued at \$100 (one hundred dollars) with non-monetary value, representing one featured item from our 2019-2021 catalogue.

#### 5. Blackout Dates

The Contest starts on September 1, 2019, at 12:01 a.m. EDT and closes on June 30, 2021, at 11:59 p.m. EDT (hereinafter, the "Contest Period"). Online orders submitted before or after the blackout dates will not be considered.

#### 6. Winner Selection

The draw for the twenty two (22) monthly prizes will be held within the first 5 business days of the month for orders placed between the first and last day of the previous calendar month.

The Eligible Participant who submitted each such potential winning online order will be deemed as one of the twenty two winners of one of the twenty two (22) prizes. Any online order of \$200 (two hundred dollars) or more before applicable taxes placed by an institutional customer will be considered eligible to the Contest. One (1) winner will be selected each month during the whole period of the Contest (First draw within the first 5 business days of the month of October 2019 – inscription period between September 1 and September 30, 2019, and the last and 22<sup>nd</sup> winner will be selected during the last inscription period (Draw within the first 5 business days of the month of July 2021 – inscription period between June 1<sup>st</sup>, 2021, and June 30<sup>th</sup>, 2021). Odds of winning depend on the number of eligible Contest entries received during the twenty two (22) Contest Periods and how each submission scores against the criteria.

### 7. Claiming of Prizes

In order to be declared a winner and be able to claim a prize, the twenty two (22) eligible Participants selected will be contacted by email or by phone by the Contest Sponsor or Contest administrator or one of its agents or representatives, shortly following the draw and must confirm acceptance as a selected eligible participant within two (2) calendar days of contact. If one of the twenty two (22) selected eligible participant cannot be contacted, another eligible participant will be selected by the Contest Sponsor. Before being declared a winner, each selected eligible participant will be required to answer a time-limited mathematical skill-testing question and sign a release and waiver form confirming, without limitation, that:

- He/she complies with the eligibility requirements;
- he/she has read the Contest regulations and complies completely;
- he/she accepts the Prize as awarded;
- he/she acknowledges the Contest Sponsor's right to publish the picture and name of the organization and its city of residence without compensation other than the Prize offered;

- he/she successfully answers a time-limited mathematical skill-testing question; and
- he/she releases and agrees to hold harmless of all liability the Contest Sponsor, Contest Administrator and their respective subsidiaries and affiliates, media partners, advertising, promotional agencies and each of the foregoing entities' directors, officers, employees, contractors and agents.

No correspondence will be undertaken except with the selected Eligible Participants whose Contest Entry was drawn. Once an Eligible Participant is declared a winner by Contest Sponsor, Contest Sponsor will send the Eligible Participant a letter containing the details on how to redeem the his/her prize.

#### 8. General Terms and Conditions

In the event that the operation, security or administration of the Contest is impaired in any way for any reason, including, but not limited to, fraud, computer viruses or bugs, unauthorized human intervention or other technical problem, or in the event the Contest is unable to run as planned for any other reason, as determined by the sponsor in its sole discretion, the sponsor may, in its sole discretion, either (a) suspend the Contest to address the impairment and then resume the Contest in a manner that best conforms to the spirit of these Official Rules, or (b) terminate the Contest and, in the event of a termination, award the prize at random from among the eligible, non-suspect entries received up to the time of the impairment. The sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Any attempt by any person to damage the website or undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the sponsor reserves the right to seek damages (including attorney's fees) and any other remedies from any such person to the fullest extent permitted by law. Failure by the sponsor to enforce any provision of these Official Rules shall not constitute a waiver of that provision.

## 9. Release and Limitations of Liability

By participating in the Contest, entrants agree to release and hold harmless the sponsor, and each of their respective parent companies, subsidiaries, affiliates, advertising and promotional agencies, other companies associated with the Contest, and each of their respective officers, directors, employees, shareholders, representatives, and agents (the "Released Parties") from and against any claim or cause of action arising out of participation in the Contest or receipt or use of the prize (including any travel or activity related thereto), including, but not limited to: (a) any technical errors associated with the Contest,

including lost, interrupted or unavailable Internet Service Provider (ISP), network, server, wireless service provider, or other connections, availability or accessibility or miscommunications or failed computer, satellites, telephone, cellular tower or cable transmissions, lines, or technical failure or jumbled. scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties; (b) unauthorized human intervention in the Contest; (c) mechanical, network, electronic, computer, human, printing or typographical errors; (d) application downloads (e) any other errors or problems in connection with the Contest, including, without limitation, errors that may occur in the administration of the Contest, the announcement of the winner, the cancellation or postponement of the event, if applicable, the incorrect downloading of the application, the processing of entry application downloads, or any Contest-related materials; or (f) injury, death, losses or damages of any kind, to persons or property which may be caused, directly or indirectly, in whole or in part, from entrants' participation in the Contest or acceptance, receipt or misuse of the prize (including any travel or activity related thereto). Entrants further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Contest, and in no event shall an entrant be entitled to receive attorney fees. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest. Each entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

# 10. Disputes

Except where prohibited, each entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Contest or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrants rights and obligations, or the rights and obligations of the sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of Quebec, without giving effect to any choice of law or conflict of law rules which would cause the application of the laws of any jurisdiction other than Quebec.

## 11. Privacy

Information collected from entrants is subject to sponsor's privacy policy.