#### GRIMCO GIVES BACK SWEEPSTAKES OFFICIAL RULES

# NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

The GRIMCO Sweepstakes (the "Sweepstakes") entries shall have an Entrant (as defined below) and a Representative (as defined below). Representative must have prior express consent from any Entrant before submitting an entry on their behalf. **Only winning Entrant will receive a prize.** 

#### 1. Eligibility

The Grimco Gives Back Sweepstakes (the "Sweepstakes") is open only to current business customers of Sponsor (as defined below), who have a Grimco account (or new customers who apply for an account during the Sweepstakes Entry Period (as defined below)) and are incorporated/doing business in Canada (excluding Quebec) ("Entrant(s)"). Prospective Entrants can apply at www.grimco.ca for an account for free. Entries must be submitted by a submitting authorized representative of Entrant (owner, officer or other authorized employee) who are who have reached the age of majority in their province or territory of residence (excluding Quebec) at the time of entry ("Representative"). A Representative is not authorized or eligible to enter on his/her own behalf. Only the Entrant is eligible to win a prize. Void where prohibited and in Quebec. All other Canadian laws and regulations apply. Employees of Grimco, or any of its respective affiliates, subsidiaries, advertising agencies, suppliers, distributors, retailers or any other company or individual involved with the design, production, execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and stepsiblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, provincial and municipal laws and regulations. Participation constitutes Entrant's and Representative's full and unconditional agreement to be legally bound by these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. THIS IS A TRADE PROMOTION AND NOT OPEN TO THE GENERAL PUBLIC.

#### 2. Sponsor

Sponsor: Grimco Inc., 680 Steeprock Dr., Toronto, ON M3J 2X1 Administrator: Promotional Alliance, Inc., 4653 Chatsworth Street North, Shoreview, MN 55126.

#### 3. Sweepstakes Entry Period

The Sweepstakes entry period consists of fourteen (14) daily entry periods, each a business day (Monday, Tuesday, Wednesday, Thursday and Friday), beginning on October 9, 2018 at 12:01 a.m. Eastern Time ("ET") and ending on October 26, 2018 at 11:59:59 p.m. ET (the "Sweepstakes Entry Period" and each of the fourteen (14) daily business day entry periods, each a "Sweepstakes Day" (as detailed below)). Entries received other than on the Sweepstakes Day(s) during the

Sweepstakes Entry Period will be void. Administrator is the official time keeper for this Sweepstakes.

# 4. How to Enter the Sweepstakes

There are two (2) ways to enter the Sweepstakes, respectively as follows:

- (i) Receive an Entry Form With Qualifying Purchase: During the Sweepstakes Entry Period, eligible Entrants will receive one (1) entry form ("Entry Form") to enter the Sweepstakes upon completion of the purchase of one (1) roll of 3M Graphic Film Media 400500, 400501, 400502, 400549, 400552, 400550, 400504, 400526, 400524, 400527, 400525, 400528, 400532, 400529, 400535, 400538, 400533, 400530, 400536, 400539, 400534, 400531, 400537, 400540, 720066, 726977, 726978, 721983, 721984, 726,553, 720076, 720077, 720078, 720079, 720057, 720059, 720061, 720073, 720074, or 721313 on www.grimco.ca and/or by telephone with Grimco Canada customer service ([insert telephone number]) (a "Qualifying Purchase"). To enter, upon completion of a Qualifying Purchase, Entrant may request Grimco to e-mail to Entrant/Representative a link to an official Entry Form, which e-mail will be sent to Entrant/Representative's e-mail address as provided by him/her at the time of a Oualifying Purchase. Then, Entrant/Representative must fully complete the Entry Form and successfully and submit such completed Entry Form for receipt by Sponsor during the Sweepstakes Entry Period and as provided on the Entry Form to receive one (1) entry in the Sweepstakes. Without limitation, each Entrant/Representative will be required to enter the following information: Entrant's Business Name, Entrant's Business Owner's Phone Number, Entrant's full mailing address including postal code, Entrant's E-mail address, Representative's name; Representative's email address and Representative's phone number. Limit one Entry per Qualifying Purchase, per Business Day, per Entrant. If an Entrant purchases more than one qualifying Grimco product as part of a Qualifying Purchase, such Qualifying Purchase is only eligible for one (1) entry.
- (ii) Alternative Method of Entry: To obtain one (1) entry without making a purchase, visit <u>grimco.ca//grimcogivesback2018</u>; fully complete the Entry Form; and successfully submit such entry form which must be received by Sponsor during the Sweepstakes Entry Period to receive one (1) entry in the Sweepstakes. Without limitation, such Entry Form will require submission of the following information: Entrant's Business Name, Entrant's Business Owner's Phone Number, Entrant's full mailing address including postal code, Entrant's E-mail address, Representative's name; Representative's email address and Representative's phone number. Limit one entry per email, per Business Day, per Entrant, per email address.

#### 5. Sweepstakes Winner Selection

For each Sweepstakes Day, on the corresponding Drawing Date and Time, as listed in the table below, Administrator will select one (1) entry in a random drawing from among all valid entries received on the applicable Sweepstakes Day during the corresponding Sweepstakes Date and

Time. Entries received for each Sweepstakes Day will not roll over to any subsequent Sweepstakes Day(s).

Sweepstakes Day	Sweepstakes Date and Time (ET)	Drawing Date and Time (ET)
Day 1	Tuesday, October 9, 2018, 12:01 a.m. – 11:59 p.m.	October 10, 2018, at or about 9:30 a.m.
Day 2	Wednesday, October 10, 2018, 12:01 a.m. – 11:59 p.m.	October 11, 2018 at or about 9:30 a.m.
Day 3	Thursday, October 11, 2018, 12:01 a.m. – 11:59 p.m.	October 12, 2018 at or about 9:30 a.m.
Day 4	Friday, October 12, 2018, 12:01 a.m. – 11:59 p.m.	October 15, 2018 at or about 9:30 a.m.
Day 5	Monday, October 15, 2018, 12:01 a.m. – 11:59 p.m.	October 16, 2018 at or about 9:30 a.m.
Day 6	Tuesday, October 16, 2018, 12:01 a.m. – 11:59 p.m.	October 17, 2018 at or about 9:30 a.m.
Day 7	Wednesday, October 17, 2018, 12:01 a.m. – 11:59 p.m.	October 18, 2018 at or about 9:30 a.m.
Day 8	Thursday, October 18, 2018, 12:01 a.m. – 11:59 p.m.	October 19, 2018 at or about 9:30 a.m.

Day 9	Friday, October 19, 2018, 12:01 a.m. – 11:59 p.m.	October 22, 2018 at or about 9:30 a.m.
Day 10	Monday, October 22, 2018, 12:01 a.m. – 11:59 p.m.	October 23, 2018 at or about 9:30 a.m.
Day 11	Tuesday, October 23, 2018, 12:01 a.m. – 11:59 p.m.	October 24, 2018 at or about 9:30 a.m.
Day 12	Wednesday, October 24, 2018, 12:01 a.m. – 11:59 p.m.	October 25, 2018 at or about 9:30 a.m.
Day 13	Thursday, October 25, 2018, 12:01 a.m. – 11:59 p.m.	October 26, 2018 at or about 9:30 a.m.
Day 14	Friday, October 26, 2018, 12:01 a.m. – 11:59 p.m.	October 29, 2018 at or about 9:30 a.m.

Potential Prize winner(s) will be contacted by telephone at the Business Owner's telephone number included on the applicable Entry Form submitted to and received by Sponsor. Potential prize winners will be required to correctly answer a time-based mathematical skill question without assistance of any kind. The skill-testing question will be administered by e-mail and the potential prize winner must answer within stated time. Potential Prize Winners will be notified approximately two (2) business days after the respective prize drawings. Failure to respond to the initial verification contact within seven (7) business days of notification may, in Administrator's sole discretion, result in disqualification and a new potential Prize Winner may be selected by Administrator from all remaining valid entries. Odds of winning a prize depend on the number of eligible entries received during applicable Sweepstakes Day. Limit one (1) Prize per Entrant.

Prizes will be awarded to the Principal or Owner of the Entrant that employs the Representative. The Entrant's Principal or Owner may then, in its sole discretion, choose to award the Prize (excluding the charitable donation portion of the Prize) to the Representative who entered the Sweepstakes (however, the Sponsor will not involve itself and will not be responsible for the allocation or use of the non-charitable donation part of the prize).

# 6. Prizes

There are fourteen (14) Prizes. Each Prize Winner will receive one (1) \$750 CAN certificate to be applied toward future Grimco purchases made between November 1, 2018 and November 30, 2019 (subject to the terms and conditions of the issuer), and \$750 CAN to be donated to the charity of Prize Winner's choice as selected from the approved list of charities that is included in Schedule A. Designated charity will receive a donation if the Entrant company is selected and verified as a Prize Winner in accordance with these Official Rules (as determined by the Sponsor in its sole and absolute discretion). No tax receipt for charitable donation will be issued to winning Entrant(s) or Representative(s). The value of each Prize is \$1,500 Canadian Dollars. Total value of all Prizes: \$21,000.00 Canadian dollars.

Prizes are not transferable. No substitution, cash redemption, assignment or transfer of prize permitted, except by Sponsor, who reserves the right in its sole discretion to substitute a prize with another prize of greater or equal value. All federal, provincial and municipal taxes, if any, related to a prize are the responsibility of the individual Prize Winner.

# 7. Verification of Potential Prize Winners

POTENTIAL PRIZE WINNER(S) ARE SUBJECT TO VERIFICATION BY ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES. Any potential Prize winner(s) must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential Prize winner(s) will be required to execute and return to Administrator for its receipt within five (5) business days of notification, an affidavit of eligibility and liability/publicity release (except where prohibited) in order to claim his/her prize. Sponsor may, but is not obligated to, exercise its rights under such Release. If a potential Prize Winner(s) cannot be contacted, fails to sign and timely return the affidavit of eligibility and liability/publicity release, or if the Prize notification(s) is returned as undeliverable, potential Prize winner(s) forfeits the applicable prize.

#### 8. Entry Conditions and Release.

By entering, each Entrant and Representative agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or its designee(s) which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless Sponsor and Administrator, and their respective parent, subsidiary and affiliated companies, Sponsor, Administrator, the prize suppliers and any other organizations and/or persons responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of

publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to an Entrant and/or Representative's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Released Parties from and against any and all claims, expenses, and liabilities (including reasonable attorneys' fees) arising out of or relating to an Entrant and/or Representative's participation in the Sweepstakes and/or Entrant's acceptance, use or misuse of any prize. Notwithstanding the foregoing, in the event that the preceding release is determined by a court of competent jurisdiction to be invalid or void for any reason, entrant agrees that, by entering the Sweepstakes, (i) any and all disputes, claims, and causes of action arising out of or in connection with the Sweepstakes, or any prize awarded, shall be resolved individually without resort to any form of class action; (ii) any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Sweepstakes, but in no event attorney's fees; and (iii) under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses.

#### 9. Publicity.

Except where prohibited, participation in the Sweepstakes constitutes each Prize Winner's consent to Sponsor's and its agents' use of each such winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

#### **10.** General Conditions.

Sponsor reserves the right at its sole discretion, to disqualify any Entrant and/or Representative (and all of his/her/its Sweepstakes entries) found to be tampering with the entry process. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected Entry Forms all of which will be ineligible to win a prize. In the event of a dispute as to any Entrant, the authorized account holder of the email address used to enter the Sweepstakes will be deemed to be the Entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners of any prize may be required to show proof of being the authorized account holder to be awarded the prize. All entry information becomes the sole and exclusive property of Sponsor and will not be returned or cancelled. Entry Forms are void if not obtained through authorized, legitimate channels, or if any part is defective, altered, duplicated, photocopied, forged, counterfeited, mutilated or tampered with in any way. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual or entity it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person or entity to

deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

#### **11.** Limitations of Liability.

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by Entrant and/or Representative, or programming associated with or used in the Sweepstakes; (b) technical failures of any kind, including but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error, which may occur in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property, which may be caused, directly or indirectly, in whole or in part, from an Entrant and/or Representative's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes. No more than the stated number of prizes will be awarded. If, for any reason, the Sweepstakes cannot be executed as planned, including, but not limited to, any governmental order, force majeure, social media mandate, printing, administrative or other error of any kind, transmission failure, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of 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, in its sole discretion, to cancel, modify or terminate the Sweepstakes and, if terminated before the original end date, to select the winners from among all eligible, non-suspect entries received through both entry methods combined as of the date/time of termination.

#### 12. Disputes.

Except where prohibited by law, as a condition of participating in this Sweepstakes, each Entrant and Representative agrees that (1) any and all disputes and causes of action arising out of or connected with this Sweepstakes, including but not limited to prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of JAMS and held at the JAMS regional office nearest the Entrant and/or Representative (as applicable); (2) the applicable Canadian Arbitration law shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will any Entrant and/or Representative be permitted to obtain awards for, and each Entrant and Representative hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than Entrant and/or Representative's actual out-of-pocket expenses (i.e., costs associated with participating in this Sweepstakes), and each Entrant and Representative further waives all rights to have damages multiplied or increased. Each Entrant and Representative further agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prize awarded shall be resolved individually, without resort to any form of class action. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Province of Ontario, Canada, without giving effect to any choice of law or conflict of law rules (whether of Ontario, Canada or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Province of Ontario, Canada.

# **13.** Entrant's Personal Information.

Information collected from Entrants and Representatives is subject to the Sponsor's Privacy Policy, which is available at <u>https://www.grimco.ca/privacy-policy</u>. Please note: By entering the Sweepstakes, each Entrant/Representative grants consent to transfer his/her and company's data to the United States for purposes of administration of the Sweepstakes and consent for his/her and company's information to be transmitted, stored and processed in jurisdictions outside of Canada that may not have the same protections as Canada. By entering the Sweepstakes, each Entrant/Representative agrees that his/her and company's information may be used for the following purposes and have the following consequences: (A) to contact Entrant/Representative regarding the Sweepstakes; (B) to publish an Entrant's name in a Winners List, if they should win; and (C) if an Entrant/Representative selects to receive additional information, to send additional information to that Entrant. Each Entrant/Representative has the right to access, withdraw and correct their data. Entrants/Representatives may request such action by sending a message to Grimco Sweepstakes Opt-out Request, Grimco Inc., 680 Steeprock Dr., Toronto, ON M3J 2X1. For further information, see Sponsor's Privacy Policy: <u>https://www.grimco.ca/privacy-policy</u>.

#### 14. Sweepstakes' Results.

For Sweepstakes results, send a hand-printed, self-addressed, stamped envelope to: "Grimco's Gives Back Sweepstakes Winner's List" c/o Promotional Alliance, Inc., 4653 Chatsworth Street North, Shoreview, MN 55126. Requests for the Winner's List must be received within 60 calendar days after the end of the Sweepstakes Entry Period.

Questions? Please email us at <u>sjacobs@grimco.com</u>.

# **Available Charities**

www.canadianfeedthechildren.ca

www.theboundlessschool.com

www.habitat.ca

www.humanesociety.com/

www.teenchallenge.ca

www.canadianwomen.org

www.cpaws.org

www.makeawish.ca

www.redcross.ca

www.foodbankscanada.ca

spca.bc.ca/

www.natureconservancy.ca

www.calgaryhumane.ca

ontariospca.ca/

spcans.ca/

www.cnib.ca/