

**Dare Bear Paws  
“Veggies + Fruits Giveaway”  
Sweepstakes  
(The “Contest”)  
Official Rules and Regulations**

**OPEN ONLY TO LEGAL RESIDENTS OF CANADA WHO HAVE REACHED THE AGE OF MAJORITY IN THE PROVINCE OR TERRITORY IN WHICH THEY RESIDE AT THE TIME OF ENTRY. NO PURCHASE NECESSARY. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE OFFICIAL RULES AND REGULATIONS (“Contest Rules”).**

This Contest is brought to you by **Dare Foods Limited (the “Sponsor”)**.

**CONTEST START DATE: January 15<sup>th</sup>, 2021 12:00:01 A.M. Eastern Time (“ET”)**

**CONTEST CLOSING DATE: May 31<sup>st</sup>, 2021 11:59:59 P.M. ET**

**A. HOW TO ENTER ON-LINE - INTERNET ACCESS IS REQUIRED:**

1. Between January 15<sup>th</sup>, 2021 at 12:00:01 A.M. ET and May 31<sup>st</sup>, 2021 at 11:59:59 P.M. ET (the “Contest Period”) visit [www.bearpawsveggiesandfruits.ca](http://www.bearpawsveggiesandfruits.ca) and complete the on-line entry form with your name, province, telephone number and e-mail address – all fields must be completed to validate your Contest entry. Click the “Submit” button. Once this has been completed correctly your entry will be automatically added to the on-line Contest database. All entries must be received before the Contest Closing Date. No entries will be accepted by any other means. No purchase necessary to enter the Contest or win a prize.
2. Entry is limited to one (1) on-line entry per person, per email address per day during the Contest Period. A day is defined as 00:00:01 am ET to 11:59:59 pm ET. Discovery of a violation of this limit will result in all entries by that entrant being disqualified. Automated entries, including, without limitation, auto-re-mailers, are prohibited, and any use of such automated devices will result in disqualification. Incomplete entries will be voided. The sole determinant of time for the purposes of receipt of a valid entry in this Contest will be the contest server(s).
3. In the event of a dispute as to the identity of the on-line entrant, the entry will be deemed to have been made by the authorized account holder of the e-mail account associated with the entry. An "authorized account holder" is defined as the natural person assigned to an e-mail address by the Internet service provider or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Any entrant may be required to provide the Sponsor with proof that they are the authorized account holder of the e-mail address associated with their entry.
4. **HOW TO EARN BONUS ENTRIES:**

Once you have completed your Entry in accordance with Rule 1, you can earn up to a maximum of fifteen (15) bonus entries (each, a “Bonus Entry” and collectively the “Bonus Entries”) as follows:

- Refer-A-Friend: You will be eligible to earn five (5) Bonus Entries, up to a maximum of fifteen (15) Bonus Entries, for each friend or family member you refer to the Contest during the Contest Period in accordance with these Rules and who is eligible to enter the Contest as set out in Rule 1. To refer a friend or family member, you must enter the name and email address of your friend or family member in the space provided on the Form. You cannot

invite the same friend or family member more than one (1) time in this Contest. In addition, the following rules apply to making a referral in this Contest:

- o You may only provide information in relation to a friend or family member if you have received permission from that person to provide his/her information to the Sponsor;
- o You may only provide information in relation to: (i) a friend with whom you have had direct voluntary two way communications, and with whom it is reasonable to conclude you have a personal relationship considering shared interests, experiences, opinions and other relevant factors; and/or (ii) a family member to whom you are related by marriage, a common-law partnership, or parent-child relationship, and with whom you have had direct voluntary two way communications;
- o The information of the referred friend or family member will not be added to any direct marketing list or used in any direct marketing programs without his/her consent;
- o You and/or the referred friend or family member may withdraw consent to use your and/or their personal information at any time; and
- o If you /or the referred friend or family member have any questions, please contact Sponsor's privacy officer by sending an email to [dare@24-7intouch.com](mailto:dare@24-7intouch.com), online at [https://www.darefoods.com/ca\\_en/privacy](https://www.darefoods.com/ca_en/privacy) or calling 1-800-668-3273.

**B. ELIGIBILITY:**

1. This Contest is open to all individual legal residents of Canada who have reached the age of majority in the Province or Territory in which they reside at the time of entry, excluding employees, representatives, and agents of the Sponsor, its advertising and promotional agencies and their respective affiliated and related companies, the independent contest judging organization, and any persons with whom such persons reside (whether related or not) and members of their respective immediate families living in the same household. Immediate family means parents, sisters, brothers, children and spouses living in the same household.
2. The Sponsor reserves the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification.

**C. RANDOM PRIZE DRAW AND WINNER SELECTION:**

**1. Grand and Secondary Prizes:**

- a) A random draw from among all eligible entries received between Contest Start Date and the Contest Closing Date will be performed by My Brother Darryl (the "Independent Contest Judging Organization") in Seagrave, Ontario on or around June 2nd, 2021 at 10:00 a.m. ET to select potential winning entrants.
- b) The draw for the Grand Prizes will be held first, followed by the draws for the Secondary Prizes. Entrants are only eligible to win one Grand Prize or Secondary Prize.
- c) Odds of being selected as a potential winner of a Grand Prize or a Secondary Prize will be dependent on the total number of eligible entries received during the Contest Period.

**2. All Prizes:**

- a) The Independent Contest Judging organization will attempt to contact selected potential winning entrants by email ("[bearpaws@mybrotherdarryl.com](mailto:bearpaws@mybrotherdarryl.com)") and/or telephone. Before being declared a winner, the selected entrant must correctly answer, without assistance, a time-limited mathematical skill-testing question and sign and return, within the time frame specified by the Sponsor, a standard contest declaration and publicity/liability release form (i) confirming compliance with the Contest Rules and acceptance of the prize as awarded; (ii) releasing the Sponsor, and its parent, affiliated and related companies, advertising and promotion agencies, the independent judging contest organization, and each of their respective directors, officers, employees, representatives, agents, successors and assigns from any and all liability arising out of the potential winner's participation in the Contest and receipt and use of any prize; and (iii) consenting to the use of his/her name, city and province/territory of residence, image, photograph, voice and/or comments about the Contest without further compensation, notice or permission, for Contest-related publicity.
- b) If a selected entrant cannot be contacted within 5 days of initial attempt, does not meet the requirements of or comply with these Contest Rules, does not correctly answer the skill-testing question, does not sign and return all required materials within the specified time or if a package is returned as undeliverable, he/she will be disqualified, will not win any prize and another entrant may be selected in a random drawing from among the remaining eligible entries as a potential winner to receive that prize in accordance with these Contest Rules.
- c) Unless otherwise set out herein, no communication or correspondence will be exchanged with entrants except with those selected as potential winners.
- d) The Contest Sponsor and Independent Judging Organization are not responsible for failed attempts to notify any selected entrant or for any failure of a reply to Prize Winner Notification by a potential winner. Upon Prize forfeiture, no compensation will be given. The provisions and procedures referred to above relating to selection and notification of a potential winner shall be applied, with the necessary amendments, until a qualified winner has been duly selected, but in any event, no later than July 31st, 2021. Proof of identification must be provided upon request.
- e)

**D. PRIZES:**

1. **Grand Prize** – There is one (1) \$5,000 (CDN) Grand Prize for vegetables and fruits available to be won awarded in the form of a cheque.

Note: any depiction of the Grand Prize in advertising and promotional materials is for illustrative and guidance purposes only

2. **Secondary Prizes** – Available to be won are:
  - a. Five (5) Dare Bear Paws for a Year Prize Packs, each consisting of two (2) Dare Bear Paws Cookies products per week for 52 weeks. Approximate retail value of each is \$312.00 (CDN). The total approximate retail value of all Secondary Prizes is \$1,560.00 (CDN).

3. **Prize Conditions and Restrictions** -

- a. All prizes are non-transferable, non-exchangeable, have no cash surrender value and must be accepted as awarded. Arrangements for prize delivery will be made by the independent contest judging organization. The Sponsor reserves the right to substitute a prize in whole or in part in the event that a specified prize, or any component of the prize, is unavailable or cannot be awarded for any reason, with a prize or prize component of equal or greater retail value (subject to the approval of the Régie des alcools, des courses et des jeux in respect of Quebec, if required).
- b. Grand Prize value of \$5,000 (CDN) is based on the estimated average Canadian family of four's (4) grocery spend on vegetables and fruits annually and is to be used as guidance only. Any winner is solely responsible for coordinating use of the prize and for all taxes, fees, and expenses not otherwise set forth herein.
- c. The Sponsor reserves the right to manage the shipment frequency of the Dare Bear Paws for a Year Prize Packs at its discretion.
- d. Any unused, unclaimed or declined portion of the prizes will be forfeited and the Sponsor shall have no obligation to provide either an alternative or value-in kind. Winners are not entitled to monetary difference between actual prize value and stated approximate retail value, if any. In no event shall Sponsor be held to award more prizes than what is mentioned in these Contest Rules.

#### **E. GENERAL RULES:**

1. All entries become the property of the Sponsor and will not be returned.
2. By entering the Contest, entrants agree to abide by these Contest Rules and the decisions of the Sponsor and/or independent contest judging organization with respect to all aspects of the Contest, which are final and binding. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant that the Sponsor determines to be in violation of these Contest Rules.
3. All personal and other information requested by and supplied to the Sponsor for the purposes of this Contest must be truthful, complete, accurate and in no way misleading.
4. **RELEASE BY ENTRANTS** - Entrant agrees to release and hold harmless the Sponsor, its affiliated and related companies, advertising and promotional agencies, the independent judging contest organization, and each of their respective directors, officers, employees, agents, representatives, successors and assigns and all others associated with the development and execution of the Contest (collectively, the "**Releasees**"), from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, and liability for loss or damage of any kind to the entrant or any other person, including physical injury, death, or property damage, which the entrant or his/her administrators, heirs, successors or assigns might have or could have, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance or use or misuse of any prize (or any prize-related activity).
5. By entering the Contest, entrants consent to the use of their first name, city of residence, image, photos, videos, voice and/or comments, if required, in any publicity with respect to this Contest, in any and all media, including without limitation, on the Internet, carried out by or on behalf of the Sponsor without further compensation or notice.
6. **LIMITATION OF LIABILITY** - Entrants agree that the Sponsor and the independent contest judging organization are not responsible for incomplete, mutilated, lost, misdirected,

illegible, or late entries and that the Sponsor shall not be liable or responsible for (i) any failure of the Internet or the Contest website during the Contest Period; (ii) any problems or technical malfunctions with respect to any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software; (iii) the failure of any entry to be received on account of traffic congestion, network problems or any other reason whatsoever; (iv) any injury or damage to an entrant's or third party's wireless device or computer equipment or other property related to or resulting from participation in the Contest including but not limited to playing or downloading any material in the promotion; or (v) any notification that is lost, intercepted or not received by a potential winner for any reason. All incomplete or non-conforming entries will be disqualified. Proof of sending entry will not be deemed to be proof of receipt. The Sponsor and its advertising and promotional agencies are not responsible for any printing/production errors.

7. The Sponsor reserves the right (subject to the approval of the Régie des alcools, des courses et des jeux (the “**Régie**”) in respect of Quebec, if required) to cancel, terminate, modify or suspend, in whole or in part, this Contest at any time, for any reason, without prior notice. Without limiting the above, subject to the jurisdiction of the Régie in respect of Quebec, the Sponsor reserves the right, in its sole discretion, to cancel, terminate, suspend or modify this Contest at any time and without notice, including without limitation, should a virus, bug, unauthorized human intervention or any other factor beyond the Sponsor’s reasonable control corrupt or affect the security, administration, fairness or proper play of the Contest. Any attempt to deliberately damage any wireless communications network or any website or to undermine the security or legitimate operation of this Contest is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
8. This Contest is subject to all applicable federal, provincial and municipal laws and regulations. Void where prohibited by law.
9. **For Quebec residents:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.
10. All personal information collected for this Contest will be used for the purposes of administering the Contest, including without limitation, for contacting potential winners, coordinating acceptance and provision of prizes, announcing winners and conducting Contest-related publicity, in accordance with these Contest Rules and as permitted or required by law.
11. By entering this Contest, each entrant expressly consents to the Sponsor, its agents, service providers and/or representatives, collecting, storing, sharing, using and disclosing the personal information submitted with his/her Entry or otherwise pursuant to these Contest Rules only for the purpose of administering the Contest and for publicity with respect to this Contest as described above and in accordance with Sponsor’s privacy policy (available at: [https://www.darefoods.com/ca\\_en/privacy](https://www.darefoods.com/ca_en/privacy)) and applicable laws. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.
12. **Governing Law:** All issues and questions concerning the construction, validity, interpretation, and enforceability of these Contest Rules, or the respective rights and obligations of the entrants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with (i) the laws of the Province of Québec with respect to the residents of the Province of Québec, and (ii) the laws of the Province of Ontario with respect

to residents of the other Canadian provinces and territories, without regard to conflicts of law principles.

13. The invalidity or unenforceability of any provision or part thereof of these Contest Rules shall not affect the validity or enforceability of any other provision or part.
14. The Sponsor's failure to enforce any provision of these Contest Rules shall not constitute a waiver of that provision.
15. In the event of any discrepancy or inconsistency between these Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to, the Contest website, point of sale or print, online or other advertising, the terms and conditions of these Contest Rules will prevail, govern and control to the fullest extent permitted by law.