

## STAR BUILDING MATERIALS LTD. DECK & FENCE CONTEST – RULES

THE DECK AND FENCE CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN THE PROVINCE OF MANITOBA ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. PARTICIPANTS MUST BE OF THE AGE OF MAJORITY OR OLDER AT THE TIME OF ENTRY. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

**1. ELIGIBILITY.** To be eligible for this Contest, an individual must:

1. be of the age of majority in the Province of Manitoba or older at the time of entry
2. provide proof that materials have been purchased from Star Building Materials (invoice)
3. decks and fences must be constructed during the Contest period between May 1, 2021 and November 30, 2021
4. provide one (1) photo electronically although more than one is encouraged
5. email is preferred but entries and photo(s) can be submitted by any means to Star Building Materials Ltd. at 16 Speers Road in Winnipeg

Employees of Star Building Materials Ltd. (sometimes referred to herein as the “**Sponsor**”) and respective affiliates, subsidiaries, related companies, advertising and promotional agencies, and the household members of any of the above, are not eligible to participate in the Contest.

The Sponsor shall have 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. All personal and other information requested by and supplied to the Sponsor for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

**2. CONTEST PERIOD.** The Contest begins at 7:00 a.m. Central Standard Time (“**CST**”) on May 1, 2021 and ends at 5:00 p.m. Central Standard Time (“**CST**”) on November 30, 2021 (the “**Contest Period**”) after which time the Contest will be closed and no further entries shall be accepted.

### **3. HOW TO ENTER.**

(a) During the Contest Period, purchase your deck and/or fence building materials at Star Building Materials on 16 Speers Road, build your deck and/or fence, and take at least one digital photo of the finished project(s). Enter online at [www.starbuilding.ca](http://www.starbuilding.ca) or complete the entry form found in-store and submit it along with invoices and digital photo(s) by USB stick or CD to 16 Speers Road, or by email to [Winnipeg@starbuilding.ca](mailto:Winnipeg@starbuilding.ca).

(b) All entries become the sole property of the Sponsor and none will be returned for any reason. Entries must be received no later than the end of the Contest Period. Entries will be declared invalid if they don't include contact information, are late, forged, garbled or electronically reproduced.

(c) No communication or correspondence will be exchanged with entrants except with those selected for the Prize or those who've given "express consent" by providing their email address to receive promotions by email. For the purpose of the Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Each selected entrant may be required to provide the Sponsor with proof that the selected entrant is the authorized account holder of the e-mail address associated with the winning entry.

#### **4. PRIZE.**

1. There are two (2) \$1,500 Star gift card prizes available to be won, one (1) for the best overall contractor and one (1) for the best overall Do-It-Yourselfer; two (2) \$1,000 Star gift card runner-up prizes in the same categories; and four (4) \$500 Star Building Materials gift card winners to be drawn at random. Only one prize can be awarded per entrant.

2. Prizes have an approximate combined value of seven thousand Canadian dollars (CDN \$7,000).

3. Once the Winners have been successfully contacted and notified of their Prize and fulfilled the requirements set out herein, Sponsor will contact the Winners to coordinate the Prize pick up details and an estimated timeline of when the Prizes will be available for pick up. Once available, the Prizes will be available for pick-up by the Winners at Star Building Materials Ltd. located at 16 Speers Road, Winnipeg MB.

4. Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsor. Any unused portion of a Prize will be forfeited and have no cash value.

5. The Sponsor shall not assume any liability if the Prize is lost, damaged or misdirected.

#### **5. WINNER SELECTION.**

Eight (8) Winners shall be selected as follows:

1. On or about December 31, 2021, in Winnipeg, Manitoba, Star Building Materials' management will review all entry photographs and select four (4) of eight (8) Winners consisting of first and second best overall contractor and first and second best overall Do-It-Yourselfer. The remaining four (4) of eight (8) prizes will be chosen from a random draw from all eligible entries received

during the Contest Period. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsor. Before being declared a Winner, the selected entrant shall be required to sign and return the Release (described below).

2. THE SELECTED ENTRANT WILL BE NOTIFIED BY EMAIL NO LATER THAN DECEMBER 31 AT 12:00 P.M. CST AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone to the contact number provided in the notification, and the selected entrant's response must be received by the Sponsor within two (2) business days of such notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive the Prize and another entrant may be selected in the Sponsor's sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant's response.

3. If, as a result of an error relating to the entry process, drawing or any other aspect of the Contest, there are more selected entrants than contemplated in these Contest Rules, there will be a random draw amongst all eligible Prize claimants after the Contest's closing date to award the Prize.

**6. RELEASE.** Winners will be required to execute a legal agreement and release ("**Release**") that confirms Winners':(i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of the Sponsor and its subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, sponsors, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the "**Releasees**") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to the Sponsor of the unrestricted right, in the Sponsor's collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, photograph, likeness, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof. The executed Release must be returned within two (2) business days of the date indicated on the accompanying letter of notification or the verification as a Winner or the selected entrant will be disqualified and the Prize forfeited.

**7. INDEMNIFICATION BY ENTRANT.** By entering the Contest, entrant releases and holds Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize, participation in the Contest, any breach of the Contest Rules, or in any Prize-related activity. The

entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.

**8. LIMITATION OF LIABILITY.** The Sponsor assume no responsibility or liability for lost, late, falsified, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise. The Sponsor is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive the Prize. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, and/or <http://www.starbuilding.ca/winnipeg/promotions> (henceforth known as the “**Contest Website**”).

**9. CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the POS, Contest Website and made available throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest and/or the Contest Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any Star property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST BALLOT BOX, WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, STAR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.

## **10. PRIVACY / USE OF PERSONAL INFORMATION.**

(a) By participating in the Contest, entrant: (i) grants to the Sponsor the right to use his/her name, mailing address, telephone number, and e-mail address (“**Personal Information**”) for the purpose of administering the Contest and express consent to send the entrant promotions by email if an email address was provided, including but not limited to contacting and announcing the Winner; (ii) grants to the Sponsor the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that the Sponsor may disclose his/her Personal Information to third-party agents and service providers of any of the Sponsor in connection with any of the activities listed in (i) and (ii) above.

(b) Star will use the entrant’s Personal Information only for identified purposes, and protect the entrant’s Personal Information in a manner that is consistent with Star’s Privacy Policy at: [www.starbuildingc.ca](http://www.starbuildingc.ca).

**11. INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

**12. TERMINATION.** Sponsor reserves the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

**13. LAW.** These are the official Contest Rules. The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Manitoba including procedural provisions 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.

**14. LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.