

# **THE BLOOMIN' EASY® SIGN UP FOR CARE REMINDERS AT CANADIAN TIRE SWEEPSTAKES**

## **OFFICIAL SWEEPSTAKES RULES**

The Bloomin' Easy® Sign Up for Care Reminders at Canadian Tire Sweepstakes (the "Sweepstakes") is intended to be conducted in Canada (excluding the province of Quebec) and shall be construed and evaluated according to applicable Canadian law. Participants must be 18 years of age or older in their province or territory of residence at the time of entry. Void in whole or part where prohibited by law. Entry in this Sweepstakes constitutes acceptance of these Sweepstakes rules (the "Sweepstakes Rules").

1. SPONSOR: The Sweepstakes sponsor is Curoplant Co. Ltd. ("Curoplant" or the "Sponsor") with its head office located at 34825 Hallert Road, Abbotsford, British Columbia Canada, V3G 1R3. This Sweepstakes is also administered by the Sponsor. This Sweepstakes is in no way sponsored, administered, endorsed by, or associated with Canadian Tire Corporation, Limited or Canadian Tire Jumpstart Charities. Any questions, comments or complaints must be directed to the Sponsor, and not to Canadian Tire Corporation, Limited or Canadian Tire Jumpstart Charities.

2. ELIGIBILITY. To be "eligible" for this Sweepstakes, an individual must: (a) be a legal resident of Canada (excluding Quebec); and (b) be 18 years of age or older at the time of entry.

Employees of the Sponsor, its affiliates, subsidiaries, related companies, advertising and promotional agencies, and the immediate family members and household members of any of the above, are not eligible to participate in the Sweepstakes.

The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Sweepstakes. 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 Sweepstakes must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its sole discretion; to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

3. SWEEPSTAKES PERIOD. The Sweepstakes begins on Wednesday May 15th, 2019 at 6:00 a.m. Pacific Standard Time ("PST") and ends on Monday July 1st, 2019 at 11.59 PM PST (the "Sweepstakes Period") after which time the Sweepstakes will be closed and no further entries shall be accepted.

4. HOW TO ENTER.

(a) There is no purchase necessary to enter the Sweepstakes. Enter using the method of entry outlined below. No entries will be accepted by any other means.

(i) Within the Sweepstakes Period, “eligible” individuals who properly submit a valid name, email address, and promo code at [mybloomineasy.com/canadiantire](http://mybloomineasy.com/canadiantire) will gain one, and only one, entry to the random draw for a single “prize” as clearly defined by the Sweepstakes Rules.

(ii) The promo code used to enter will be unique to the participating Canadian Tire store, and established by The Sponsor before the Sweepstakes begins. Errors involving any promo code will result in an invalid entry and no prize will be provided as a result of the invalid entry.

(iii) Entry to The Sweepstakes implies acceptance of the terms and conditions of the Sweepstakes Rules as well as acceptance of any and all terms and conditions of entry into the Bloomin’ Easy Care Reminders. Entry to The Sweepstakes grants permission to Bloomin’ Easy, Curoplant, Company, Limited, and Van Belle Nursery, Inc. to communicate with you at any time via the email lists you effectively sign up for during entry to The Sweepstakes. You may, at any time, unsubscribe from email communications by following instructions located at the bottom of each email, or by contacting The Sponsor.

(iv) One entry to The Sweepstakes per individual will enter the random prize draw; no matter how many times the entry process or online sign up process is completed by an individual. Entry to The Sweepstakes implies understanding and agreement to these terms and conditions.

(v) Ten (10) individuals that provide eligible entries will be chosen at random to receive, each, one (1) Canadian Tire store gift card valued at \$100.00 Canadian dollars. In addition, one (1) individual that provides an eligible entry will be chosen at random to receive one (1) Canadian Tire store gift card valued at \$1,000.00 Canadian dollars. One individual that provides one eligible entry can win only one prize without exception.

(vi) In the event of a dispute regarding who submitted an Entry, the authorized owner of the email address and account used to participate in the Sweepstakes at the time of entry will be deemed to be the entrant. The authorized email account owner is defined as the natural person that can be verified by Sponsor. If the email account owner cannot be defined, identified, or contacted, that individual and entry will become invalid and another individual with a valid entry to The Sweepstakes will be chosen at random to replace the invalidated individual and entry.

(vii) Entrants selected for prizes will have 48 hours from the time they are contacted by The Sponsor to respond with a valid mailing address to receive their Canadian Tire gift card. If the entrant fails to respond in this manner, they understand that they will not receive a prize and their entry will become invalid. If this occurs, another entrant will be selected to receive the prize. Entry to The Sweepstakes implies understanding and agreement with this term.

(b) By participating in this Sweepstakes, entrant acknowledges, represents and warrants that: (i) the Entry does not contain any material that is libelous, defamatory, profane or obscene and does not violate any laws relating to hate speech or otherwise; (ii) the Entry is an original Entry, solely created by the entrant, and that no third party participated as an author, co-author, photographer or otherwise in the creation of the Entry or any part thereof and that all right, title, and interest (including copyright) therein and thereto and is owned and/or controlled by the

entrant to the full extent necessary to enable the Sponsor to use the Entry as contemplated by these Sweepstakes Rules; (iii) the Entry does not infringe upon the intellectual property or other statutory or common law rights of any third party; and (iv) if applicable, any minor shown in the Entry and the submission of the Entry is made with the consent of a parent and/or legal guardian of such minor.

(c) You agree that the Sponsor may, at any time, edit, modify or remove the Entry, in whole or in part, and may disqualify an entrant from the Sweepstakes if the Sponsor believes, in its sole discretion, that the entrant has breached any of the representations and warranties made above including, without limitation, on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech.

(d) Each entrant is only eligible to receive one (1) entry per name and/or email from a legitimate email address into the Sweepstakes during the Sweepstakes Period.

(e) All Entries become the sole property of the Sponsor and none will be returned for any reason. By submitting the Entry, the entrant assigns to the Sponsor all of entrant's right, title and interest, including copyright, in and to the Entry, throughout the world in perpetuity. For greater certainty, the entrant acknowledges that, as a result of this assignment, the Sponsor will have the exclusive and perpetual right to exploit the Entry in any media now known or later developed in whatever ways the Sponsor may determine in its sole discretion and to authorize others to do so. This includes, but is not limited to, the right to reproduce, distribute, publish, exploit, display, communicate to the public by telecommunication, transmit, broadcast and otherwise use and exploit the Entry, in whole or in part and to edit, add to, or modify the Entry in any way, all without further obligation or compensation of any kind to the entrant. By submitting the Entry, the entrant waives all of its so-called "moral rights" that it may enjoy in any territory throughout the world in relation to the Entry. Upon request by the Sponsor, the entrant agrees that it shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as many reasonably be necessary or desirable to give effect to the assignment of the entrant's rights in the Entry.

(f) Entries must be received no later than the end of the Sweepstakes Period. Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.

## 5. PRIZES.

(a) The prizes are referred to as "Prize" or "Prizes." Prize winners are referred to as a "Winner" or "Winners."

(b) There are eleven (11) prizes available to win by eleven (11) Winners consisting of the following;

i. Ten (10) Canadian Tire gift cards valued at \$100 ii. One (1) GRAND PRIZE Canadian Tire gift card valued at \$1,000.

(c) Winners are not entitled to monetary difference between actual Prize value and stated approximate retail value of the Prize, if any.

(d) Each entrant is only eligible to win one (1) Prize without exception.

(e) Prizes will be distributed within Twenty-five (25) business days after each Winner has been successfully contacted, notified of their Prize and fulfilled the requirements set out herein.

(f) 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. The Sponsor reserves the right, in its and its sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

(g) The Sponsor shall not assume any liability for lost, damaged or misdirected Prizes.

## 6. WINNER SELECTION.

Eleven (11) Prize Winners shall be selected as follows:

(a) Ten (11) potential Winners will be selected by a random electronic draw from all eligible entries received during the Sweepstakes Period on a date of The Sponsor's choosing following the close of the Sweepstakes Period.

(b) 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, each selected entrant shall be required to comply with Sweepstakes Rules.

(c) Each selected entrant will be notified by email, using the email address used to enter The Sweepstakes, no later than ten (10) business days following each respective draw and must respond within 48 hours of notification. Upon notification, each selected entrant must respond with a valid mailing address. If the selected entrant does not respond in accordance with the Sweepstakes Rules, the individual will be disqualified and will not receive the Prize and, at which point, another entrant may be selected in the Sponsor's sole discretion. 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.

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

7. RELEASE. Each Winner agrees, in advance, at the time of entry, in whole, and part, to the Sweepstakes Rules. Each Winner also agrees to release The Sponsor and affiliated parties of any

liability or damages, of any kind, related to The Sweepstakes, in perpetuity. Acceptance of the Sweepstakes Rules and any prize, if applicable, constitutes everything and all that the Winner could possibly gain, in perpetuity, from the Sweepstakes. Entry to The Sweepstakes confirms a Winner's: (i) eligibility for the Sweepstakes and compliance with these Sweepstakes Rules; (ii) acceptance of the Prize as offered; (iii) release of the Sponsor, Administrator, Canadian Tire Associate Dealers, its/their 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 Sweepstakes, participation in any Sweepstakes-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; (iv) grant to the Sponsor the unrestricted right, in the Sponsor's individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner's name, email address, photograph, the Entry, likeness and biography, in any and all media now known or hereafter devised, in connection with the Sweepstakes and the promotion and exploitation thereof; (v) assignment to the Sponsor all of Winner's right, title and interest, including copyright in and to the Entry, throughout the world in perpetuity and acknowledgment that, as a result of this assignment, the Sponsor will have the exclusive and perpetual right to exploit the Entry in any media now known or later developed in whatever ways the Sponsor may determine in its sole discretion and to authorize others to do so, including without limitation, the right to reproduce, distribute, publish, exploit, display, communicate to the public by telecommunication, transmit, broadcast and otherwise use and exploit the Entry, in whole or in part and to edit, add to, or modify the Entry in any way, all without further obligation or compensation of any kind to the Winner; (vi) waiver of all of Winner's so-called "moral rights" that it may enjoy in any territory throughout the world in relation to the Entry; and (vii) acknowledgement that, upon request by the Sponsor, Winner shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as many reasonably be necessary or desirable to give effect to the assignment of Winner's rights in the Entry.

8. INDEMNIFICATION BY ENTRANT. By entering the Sweepstakes, 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 any Prize, participation in the Sweepstakes, any breach of the Sweepstakes 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 Sweepstakes, including without limitation any claims of infringement of rights to copyright, privacy and/or personality.

9. LIMITATION OF LIABILITY. The Sponsor assumes no responsibility or liability for: (a) lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Confirmation and Release, (b) 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, (c) any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the administration of the Sweepstakes, (d) 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, (e) 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, (f) any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Sweepstakes. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Sweepstakes, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsor and Administrator assume no responsibility or liability in the event that the Sweepstakes 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 Sweepstakes or the Sweepstakes Website.

10 CONDUCT. By participating in the Sweepstakes, each entrant agrees to be bound by the Sweepstakes Rules, which will be made available online at [www.mybloomineasy.com/canadiantire](http://www.mybloomineasy.com/canadiantire). 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 its sole discretion, to disqualify any entrant found to be: (a) violating the Sweepstakes Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online Van Belle Nursery, Inc., Curoplant Co. Ltd., Bloomin' Easy®, Canadian Tire Jumpstart Charities, or Canadian Tire Corporation, Limited 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 undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including but not limited to criminal prosecution.

11. PRIVACY / USE OF PERSONAL INFORMATION.

(a) By participating in the Sweepstakes, entrant (referred to as "their"): (i) grants to the Sponsor the right to use their name, mailing address, the Entry, telephone number, and e-mail address ("Personal Information") for the purpose of administering the Sweepstakes, including but not

limited to contacting and announcing the Winners; (ii) grants to the Sponsor the right to use their Personal Information for administrative, publicity, and promotional purposes relating to the Sweepstakes, 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 their Personal Information to third-party agents and service providers of the Sponsor in connection with any of the activities listed in (i) and (ii) above.

12. INTELLECTUAL PROPERTY. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or its 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. Canadian Tire name, logos and marks are owned by Canadian Tire Corporation, Limited. Jumpstart name, logos and marks are owned by Canadian Tire Jumpstart Charities. Bloomin' Easy and Curoplant name, logos and marks are owned by Curoplant Company, Ltd. Van Belle Nursery name, logos and marks are owned by Van Belle Nursery, Inc.

13. TERMINATION. The Sponsor reserves the right, in its sole discretion, to terminate the Sweepstakes, in whole or in part, and/or modify, amend or suspend the Sweepstakes, and/or the Sweepstakes Rules in any way, at any time, for any reason without prior notice.

14. LAW. These are the official Sweepstakes Rules. The Sweepstakes is subject to applicable federal, provincial and municipal laws and regulations. The Sweepstakes 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 Sweepstakes Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the province of British Columbia 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.

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