

## ***TENDERFLAKE COOKBOOK CONTEST RULES***

NO PURCHASE NECESSARY. SEE BELOW FOR FULL CONTEST DETAILS. PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES (THE “**RULES**”).

### **1. SPONSOR**

The ***TENDERFLAKE COOKBOOK*** contest (the “**Contest**”) is sponsored by WHOLESOME HARVEST BAKING, LTD. 144 Viceroy Road, Concord, L4K 2L8, ONTARIO (the “**Sponsor**”).

### **2. CONTEST PERIOD**

The Contest begins on Monday, July 1, 2019 at 12:00 a.m. Eastern Time (“**ET**”) and ends on Wednesday, July 1, 2020 at 11:59:59 PM ET (the “**Contest Period**”).

### **3. ELIGIBILITY**

The Contest is open to all residents of Canada who have reached the age of majority in their province or territory of residence at the time of entry, except an employee, representative or mandatary of the Sponsor, its parent, related or affiliated companies, subsidiaries, franchisees, suppliers, advertising and promotional agencies, contest administrators, contest judges or any other parties engaged in the development, production or distribution of Contest materials, or members of the immediate family (spouse, parent, siblings and children) or those living in the same household as the foregoing.

### **4. HOW TO PARTICIPATE**

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT IN ANY WAY WHATSOEVER INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING IN THIS CONTEST.

During the Contest Period, you can purchase three (3) of any of the following participating Tenderflake products from authorized participating retailers in Canada, while supplies last:

- Tenderflake Regular Pie Shell
- Tenderflake Deep Dish Pie Shell
- Tenderflake Deep Dish Pie Shell made with Vegetable Shortening
- Tenderflake Rolled Puff Pastry Sheets
- Tenderflake Puff Pastry
- Tenderflake Mini Tart Shells
- Tenderflake Tart Shells
- Tenderflake Patty Shells

(each a “**Participating Product**” and collectively, the “**Participating Products**”)

Alternatively, to obtain three (3) no purchase necessary coupons to redeem three (3) free Participating Products at all authorized participating retailers in Canada (each, a “**Coupon**” and collectively, the “**Coupons**”), while supplies last, without making a purchase, you must print your first name, last name, telephone number, date of birth, email address and complete mailing address (including postal code) on a plain white piece of paper and mail it (with a self-addressed envelope with sufficient Canadian postage) to the following mailing address : *Archway Marketing Services Inc. c/o Wholesome Harvest Baking, Tenderflake Cookbook Contest – 2450 Stanfield, Unit A, Mississauga, Ontario, L4Y 1S2* (collectively, the “**Request**”).

Upon receipt of a valid Request in accordance with these Rules, you will receive three (3) Coupons per unique and original Request received. To be valid, a Request must: (i) be received separately in a single envelope (i.e. multiple Requests in the same email will be void); and (ii) be post-marked before **April 30, 2020**. You will receive the Coupons by mail at the mailing address provided in the Request. You can then use the Coupons to redeem the Participating Products. **There is a limit of three (3) Coupons per household.**

Note that receiving the Coupons by mail allows you to redeem three (3) Participating Products at any authorized participating retailers in Canada and does not guarantee that you have won a Prize.

Once the Participating Products have been purchased or redeemed, you must scan and email the Universal Product Code (the “**UPC**”) of each of the three (3) redeemed or purchased Participating Products **on or before 11:59:59 p.m. ET on July 1, 2020**, along with your first name, last name, telephone number, date of birth and complete mailing address (including postal code) to the following email address: [tenderflake@archway.com](mailto:tenderflake@archway.com) (collectively, the “**Entry**” or “**Entries**”). To be valid, an Entry must: (i) be received in a single email (i.e. all three (3) UPCs must be sent in the same email, representing one Entry, but multiple Entries in the same email will be void); and (ii) be sent during the Contest Period.

**NOTE: NOTWITHSTANDING THE CONTEST PERIOD DEFINED BY THESE RULES, THE CONTEST WILL CONTINUE ONLY WHILE PRIZES LAST.**

The Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed or incomplete Requests or Entries (all of which are void).

It is planned that approximately 11,500,000 total Participating Products will be distributed to authorized participating retailers during the Contest Period. The overall odds of you winning a Prize as of the outset of the Contest are approximately 1 in 38,000. Odds will vary depending on timing of purchase and the number of Prizes available.

NOTE: THE NUMBERS OF PRIZES AVAILABLE TO BE WON AND THE ODDS OF WINNING PRIZES, WHICH ARE SET OUT IN THESE RULES, ARE STATED AS OF THE OUTSET OF THE CONTEST PERIOD. THE NUMBER OF PRIZES AVAILABLE TO BE WON WILL DIMINISH AS THE CONTEST PROGRESSES, AND THE ODDS OF WINNING PRIZES MAY CHANGE AS PRIZES ARE CLAIMED ON AN ONGOING BASIS.

## 5. PRIZES

There are three hundred (300) prizes (each, a “**Prize**” and collectively, the “**Prizes**”) available to be won in relation to this Contest. Each Prize consists of a limited time only cookbook, containing fifteen (15) never before seen recipes and fifteen (15) consumer-favorite recipes, and will not be sold in stores. Each Prize has a value of approximately \$100. **There is a limit of one (1) Prize per household.**

NOTE: NOTWITHSTANDING THE CONTEST PERIOD DEFINED BY THESE RULES, THE CONTEST WILL CONTINUE ONLY WHILE PRIZES LAST.

## 6. PRIZE CLAIM PROCESS

Your Entry will be verified by the Sponsor. It is anticipated that verification will occur within fourteen (14) business days of receipt of your Entry or as soon after such period as is reasonably possible. If the Sponsor does not receive your Entry in accordance with these Rules or cannot complete the required verification of your Entry to the complete satisfaction of the Sponsor, then your Entry will not be accepted and will be declared by the Sponsor to be null and void. Upon verification, the eligible Prize winners will be contacted by email at the email address provided in the Entry, only while Prizes last or until September 1, 2020.

## 7. WINNER CONFIRMATION PROCESS

NO ONE IS A PRIZE WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A PRIZE WINNER IN ACCORDANCE WITH THESE RULES.

BEFORE BEING CONFIRMED AS A PRIZE WINNER, each eligible Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which will be sent to the eligible Prize winner by email to the email address provided in the Entry,) within seven (7) business days of notification of the mathematical skill-testing question; and (b) sign and return, within seven (7) business days of notification the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize; and (iv) agrees to the publication, reproduction and/or other use of his/her name, city and province/territory of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If an eligible Prize winner: (a) fails to correctly answer the skill-testing question; (b) fails to properly execute and

return Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize). **Any Prize(s) that are not or cannot be awarded in accordance with these Rules will be null and void and will not be awarded.**

Upon successful completion of the foregoing process, the Prize will be mailed to the Prize winner at the mailing address provided in the Entry. If for any reason, the Prize is returned to the sender or is undeliverable, the concerned Prize winner will be contacted by email at the email address provided in the Entry. Such Prize winner will then have seven (7) days to respond to such email and provide the correct mailing information, and if no such response is provided, the Prize winner will be disqualified.

## **8. VERIFICATION:**

All Requests and Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility or legitimacy of a Request, Entry or other information entered (or purportedly entered) for the purposes of this Contest; or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Further, the Sponsor reserves the right to request the original UPC of each of the redeemed or purchased Participating Products for the purposes of verification. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor. Proof of transmission (screenshots or captures, etc.) or attempted transmission of any communication, does not constitute proof of delivery or receipt by the Sponsor.

## **9. PRIZE CONDITIONS:**

Each Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize of equal or greater retail value. None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize each confirmed winner agrees to waive all recourse against the Sponsor and all of the other

Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

## **10. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME. The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. The Sponsor reserves the right to refuse participation by any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In its sole and absolute determination, the Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any other person.

The Released Parties will not be liable for: (i) any failure of any website or any platform during or after the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any information or materials whatsoever to be received, captured, recorded or function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "**Régie**") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be 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. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

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 board only for the purpose of helping the parties reach a settlement.*

If due to printing, production, online, internet, computer or other error of any kind, more Prizes are claimed than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid Prize claims and/or conduct a random draw from amongst all eligible claimants to award the correct number and type of Prizes as specified in these Rules. In no event whatsoever will the Sponsor or any of the Released Parties be liable for more than the number, type and value of Prizes as stated in these Rules.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy (available at: <https://www.wholesomeharvestbaking.com/privacy>) 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.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant or any other information or materials with these Rules, or as a result of any problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, any website(s), French version of these Rules, point of sale, television, print or online advertising or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision was not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, 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. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario

in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.