

# TAPS 40th Anniversary Contest (the "Contest")

OFFICIAL RULES (the "Rules")

#### 1. SPONSOR

The Contest is sponsored by Wolseley Canada Inc. (the "Sponsor").

# 2. ELIGIBILITY

The Contest is only open to eligible participants who have reached the age of majority in their province or territory of residence, and, if applicable, who have a credit account with Wolseley that is in good standing. No purchase necessary.

Employees, officers, directors, shareholders, agents and representatives of the Sponsor and its affiliates and advertising and promotion agencies and the immediate family members (i.e. spouses, parents, grandparents, children, grandchildren, and sibling) of each of the above are not eligible to enter the Contest or win a prize.

Collectively, the "Eligible Participant".

#### 3. CONTEST PERIOD

The Contest will run on January 27, 2024 from 12:00 p.m. to 3:00 p.m. EST inclusive (the "Contest Period").

4. HOW TO ENTER: ATTEND TAP'S 40<sup>TH</sup> ANNIVERSARY EVENT DURING THE CONTEXT PERIOD LOCATED AT THE TORONTO OR MISSISSAUGA LOCATION SHOWROOMS AND SUBMIT A DIGITAL BALLOT ON SITE

Eligible Participants must satisfy the following requirements in order to earn a ballot entry:

- Attend either TAPS Showroom in Toronto, located at 1020 Lawrence Avenue West OR TAPS Showroom in Mississauga, located at 3050 Vega Blvd, unit 1b between the Contest Period.
- Register and submit a maximum of one (1) digital ballot, per person, made available on site for a chance to win a prize, as set out in paragraph 5 below.

# 5. PRIZES

There are a total of three (3) prizes available to be won:

- 1. A \$1000.00 TAPS gift card, redeemable at any TAPS Branch.
- 2. A \$500.00 TAPS gift card, redeemable at any TAPS Branch.
- 3. A \$250.00 TAPS gift card, redeemable at any TAPS Branch.

Winner will be drawn and announced on February 2, 2024.

Total Value of all prizes: \$1,750.00 (CAD)



### 6. DETERMINATION OF WINNERS

One (1) ballot entry will be selected as the winner for each of the three (3) available prizes via a random draw by the Sponsor on or about February 2, 2024, at Burlington, Ontario. An Eligible Participant is only eligible to win one prize. If an Eligible Participant is the selected winner for a prize, that Eligible Participant will not be eligible to win another prize.

The Sponsor will contact the selected Eligible Participant via the email address associated the virtual ballot submission, within five (5) business days of the prize drawing. If a selected entrant cannot be contacted within ten (10) business days of the first attempt to contact or, if contacted, does not claim the prize, or does not meet all the Contest conditions outlined in these rules, the selected entrant will be disqualified and forfeits the prize, and another entrant may be randomly drawn from among all remaining eligible entries whom a representative of the Sponsor will attempt to contact, and who will be subject to disqualification in the same manner. The Sponsor is not responsible for failed attempts to notify any selected entrant. Upon prize forfeiture, no compensation will be given. Odds of winning will be solely dependent on the total number of eligible entries received via all entry methods during the Contest Period.

#### 7. PRIZE SUBSTITUTION

All prizes are non-exchangeable, non-transferable, non-refundable, and must be accepted as awarded with no substitutions. The Sponsor reserves the right, in its sole discretion, to substitute and/or modify any prize or prize portion with (a) prize(s) of equal or greater value for any reason.

# 8. WINNER CONDITIONS

To be declared a winner, a selected entrant must first: (i) have complied with, be in compliance with, and continue to comply with these Rules; (ii) correctly answer, unaided, a time-limited, mathematical skill-testing question to be administered by phone; and (iii) sign and return a Declaration and Release form within a specified period of time.

Refusal by a selected entrant to execute the Declaration and Release form and/or failure by a selected entrant to return the signed Declaration and Release form within a specified period of time will cause the applicable prize to be forfeited and, at the sole discretion of the Sponsor, awarded to an alternate winner.

# 9. PUBLICITY

By accepting a prize, each winner agrees that the Sponsor and its respective designees may use his/her name, photographs, videos, likenesses, city of residence, biographical information, prize information and/or statements about this Contest for advertising and/or publicity purposes in any and all media now or hereafter known throughout the world in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law.

# 10. GENERAL

The Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Contest at any time without notice and for any reason, including if in the judges' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Contest. In the event of cancellation, the Sponsor may void any entries it suspects are at issue and, at its discretion, award some or all prizes at issue in a random drawing from among all non-suspect, eligible entries received up to the time of termination.



## 11. TAMPERING

All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition outlined in the rules may be disqualified by the Sponsor. The Sponsor is not responsible for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, typographical or other production errors, or any errors or omissions in printing or advertising related to this Contest. Any attempt by any entrant to obtain more than the stated maximum number of entries by using multiple/different names, email addresses, identities, registrations and logins, or any other methods will void that person's entries and eligibility to win the prize and that participant will be disqualified from the Contest and, at the sole discretion of the Sponsor, any of the Sponsor's other promotions. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, contest entry services) will void all entries by that entrant.

The Sponsor assumes no responsibility for failure of the internet or the website during the Contest, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

## 12. RELEASE AND LIABILITY

By entering this Contest, entrants forever release and hold harmless the Sponsor, their advertising and promotional agencies, their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively, the "Releases") from any and all damages, injuries, death, loss, or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use or misuse of any prize, or while preparing for and/or participating in any Contest and/or prize-related activity.

# 13. CONSTRUCTION

All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of entrants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to its conflict of law rules and provisions. All entrants consent to the jurisdiction and venue of the Province of Ontario. All entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts of Canada and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario.