



Terms and Conditions - Belgard Celebrates Canada Day Al Fresco with Backyard Retreat Giveaway

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. **Eligibility:** This Campaign is open only to those who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of Manitoba, Saskatchewan, Alberta, and British Columbia, and is void where prohibited by law. The Campaign is subject to all applicable federal, provincial, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that you meet the eligibility requirements. In addition, you agree to accept the decisions of Belgard as final and binding as it relates to the content of this Campaign.
3. **Campaign Period:** Entries will be accepted online starting from May 20, 2022 8:00AM MST to June 15, 2022 9:00PM MST. All online entries must be received by June 15, 2022 9:00PM MST.
4. **How to Enter:** The contestant may submit a description on why this special person should win and enter that person’s contact information. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Belgard. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If you use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Belgard.
5. **Prizes:** The Winner of the Campaign will receive:
 - brand-new StackStone Firepit
 - 4 Belgard® moon chairs
 - 4 Belgard® YETI® Tumblers
 - 1 Belgard® YETI® Tundra 35 Hard Cooler
 - 4 Belgard Trucker Caps
 - 1 Large Canada Flag
 - 4 Small Canada Flags
 - 1 custom charcuterie board – Reid’s Woodworks
 - 1 kendama
 - 1 locally sourced bbq package (approximate retail value \$2,100 CAD).

No cash or other prize substitution shall be permitted.

The prize is nontransferable. Any and all prize-related expenses shall be the sole responsibility of Winner. Winner will be charged a deposit of \$35 on pallets. A credit will be issued for pallets returned.

No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Delivery charges will be an extra fee if required.

Installation of the StackStone Fire Pit is not included, but winner will receive an Installation guide with easy to follow instructions.

Acceptance of prize constitutes permission for Belgard to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: There will be multiple winners; 1 winner for Manitoba, 1 winner for Saskatchewan, 1 winner for Alberta, and 1 winner for British Columbia. Winners will be selected under the supervision of Belgard. Winners will be notified by telephone and/or email within seven (7) days following selection of Winners. Belgard shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim the prize within 5 days from the time award notification was sent, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, provincial, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT Belgard's SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**

8. Rights Granted by You: By entering this content, You understand and agree that Belgard, anyone acting on behalf of Belgard shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Belgard celebrates Canada Day Al Fresco 2022 Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. Without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, you represent and warrant that your entry is an original work of authorship and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, you will be disqualified at the sole discretion of Belgard. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, you shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Belgard from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Belgard may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: Belgard reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Belgard's control corrupt or affect the administration, security, fairness, or proper conduct of

the Campaign. In such case, Belgard may select the Winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Belgard. Belgard reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. Belgard has the right, in its sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or

undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, Belgard reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Belgard and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from:

(i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: THIS Campaign IS GOVERNED BY THE LAWS OF CANADA AND THE PROVINCES OF MANITOBA, SASKATCHEWAN, ALBERTA, BRITISH COLUMBIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in [Manitoba, Saskatchewan, Alberta, British Columbia) having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable legal fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Sponsor: The Sponsor of the Campaign is Belgard Canada (Oldcastle APG Canada West) 28234 Acheson Road, Acheson, AB T7X 6A9 Canada, and (Oldcastle APG Canada West) 3422 McCallum Road, Abbotsford, BC V2S 7W6.

13. Neither Belgard nor its officers, directors, employees, agents, successors, or assigns shall be liable for any warranty, costs, damage, injury, or any other claims incurred as a result of the usage of a prize by any winner including but in no way limited to each and every aspect of the taking of a trip or tour as part of a contest prize. Belgard is not liable for any loss arising out of or in connection with any contest promoted by Belgard.

14. By entering a contest, you conclusively are deemed to have agreed to be bound by these contest rules and terms and conditions as well as by any rules specific to such contest. This is an irrevocable condition of entry.

15. Contest Winners must collect their prizes at one of Belgard's Authorized Dealers or at a Belgard Manufacturing Centre. Each Winner will be provided with a certificate to claim their prize which must be presented to the local dealer at the time of collection. Delivery charges will be an extra fee if required.

OR

By completing the form, you, the Contestant have affirmatively reviewed, and accepted, and agreed to all of the Official Rules.

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