

MicroPro Sienna Pay It Forward Contest

OFFICIAL CONTEST RULES

CONTEST PERIOD:

1. The *MicroPro Sienna Pay It Forward Contest* (the “Contest”) begins on May 4, 2021 at 12:00:00 p.m. ET and ends on May 18, 2021 at 23:59:59 p.m. ET (the “Contest Period”). By participating in this Contest (including submitting a Submission (defined below)), you are signifying your agreement that you have read and agree to be legally bound by these Official Contest Rules (the “Rules”).

ELIGIBILITY:

2. To enter and to be eligible to win, the entrant must: (i) be a legal resident of Alberta or Ontario; (ii) have reached the legal age of majority in the province in which he/she/they resides; (iii) the entrant’s nominee must be a resident of Calgary, Alberta or the Greater Toronto Area (GTA), Ontario. Despite the foregoing, employees, representatives or agents (and those with whom such persons are living, whether related or not) of Timber Specialties Limited (the “Contest Sponsor”), its parent organization, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other entity involved in the development, production, administration, or fulfilment of the Contest (collectively, the “Contest Parties”) are ineligible to enter or win.

HOW TO ENTER:

3. **NO PURCHASE NECESSARY.** To enter the Contest and earn one (1) Entry, log-in to your Instagram Account and: (i) like the Contest post; (ii) tag your nominee in the comments and describe why you believe your nominee deserves to win the Prize; and (iii) in your comment add in your nominee’s city of residence. When all required steps of the entry process are complete during the Contest Period (as determined by the Contest Sponsor in its sole and absolute discretion), you will be eligible to earn one (1) Entry in the Contest.

To be eligible, all content associated with your Entry (collectively, the “Submission”) must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) include all required components noted above; (iii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below; and (v) be in accordance with the applicable terms, rules, policies and guidelines of Instagram (all as determined by the Contest Sponsor in its sole and absolute discretion).

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram. Instagram is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to Instagram. You may only use your personal Instagram account to participate in this Contest. Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

SUBMISSION REQUIREMENTS:

4. **BY SUBMITTING A SUBMISSION, YOU AGREE THAT THE SUBMISSION COMPLIES**

WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LEGAL LIABILITY REGARDING THE USE OF YOUR SUBMISSION. THE RELEASED PARTIES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS SUBSEQUENTLY DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT FULLY COMPLIED WITH ANY OF THESE RULES.

By participating in the Contest, each entrant warrants and represents that his/her/their Submission:

- i. is original to them and that the entrant has all necessary rights to the Submission to enter the Contest;
- ii. does not violate any law, statute, ordinance or regulation;
- iv. will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims for payment whatsoever; and
- v. is not defamatory, trade libellous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of the Contest Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of the Contest Sponsor; any identifiable third party products, trademarks and/or brands, other than those of the Contest Sponsor; conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Contest Sponsor in its sole and absolute discretion.

The Contest Sponsor and/or its designated content moderator (the “Reviewer”) may screen your Submission. The Reviewer reserves the right, in its sole and absolute discretion, to edit or modify any Submission, or to request an entrant to modify, edit and/or re-submit his or her Submission, in order to help ensure that the Submission complies with these Rules, or for any other reason.

RELEASE AND LICENSE:

5. By entering the Contest and submitting a Submission, each entrant: (i) without limiting the applicable Instagram Rules, grants to the Contest Sponsor, in perpetuity, a worldwide non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her/their Submission, in whole or in part, in perpetuity and for any purpose (including without limitation for administering, advertising or promoting the Contest and/or the Contest Sponsor) in any type of media; (ii) waives all moral rights in and to his/her/their Submission in favour of the Contest

Parties; and (iii) agrees to release and hold harmless the Released Parties (defined below) from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other cause of action that relates in any way to his/her/their Submission, including, without limitation, any intellectual property or privacy related cause of action. For greater certainty, the Reviewer reserves the right, in its sole and absolute discretion and at any time during the Contest, to modify, edit or remove any Submission, or to request an entrant to modify or edit his or her Submission, if a complaint is received with respect to the Submission, or for any other reason.

LIMITS AND VERIFICATION:

6. There is a limit of one (1) Submissions per Person. If it is discovered by the Contest Sponsor (using any evidence or other information made available to or otherwise discovered by the Contest Sponsor) that any person has attempted to: (i) exceed any of the limits stated in these Rules; and/or (ii) use multiple names, identities, email addresses, Instagram accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest; then he/she/they may be disqualified from the Contest in the sole and absolute discretion of the Contest Sponsor. Your Submission may be rejected if (in the sole and absolute discretion of the Contest Sponsor): (i) it is not fully completed with all required information; and/or (ii) your Submission does not comply with the Submission Requirements and/or is not submitted and received in accordance with these Rules during the Contest Period. The Released Parties (defined below) are not responsible for late, lost, misdirected, delayed, incomplete, illegible or incompatible Submissions (all of which are void). All Submissions and entrants are subject to verification at any time and for any reason. The Contest Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Contest 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 and/or legitimacy of any Submissions or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Contest Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Contest Sponsor within the timeline specified by the Contest Sponsor may result in disqualification in the sole and absolute discretion of the Contest Sponsor. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s).

PRIZES:

7. There are four (4) prizes (each a “Prize”; collectively “Prizes”) available to be awarded to the winning entrants’ nominees (the “Beneficiaries”) during the Contest. Each Prize consists of one (1) MicroPro Sienna garden planter in either the ladder planter design or bassinet planter box design. There will be two (2) ladder planters and two (2) bassinet planters awarded. Three (3) Prizes will be awarded to the Beneficiaries in the Greater Toronto Area (GTA), Ontario and one (1) Prize in Calgary, Alberta. The Prizes will be delivered to the Beneficiaries’ place of residence in June 2021. The Prizes must be accepted as awarded. The Prizes may not be sold, transferred and are not convertible to cash. All characteristics and features of the Prizes, except as otherwise explicitly stated above, are at the Contest Sponsor’s sole and absolute discretion. Limit of one (1) Prize per person.

JUDGING TO SELECT WINNERS:

8. On May 20, 2021 (“Judging Date”), a panel of judges (the “Contest Judges”) appointed by the Contest Sponsor will judge each Submission received prior to the end of the Contest Period based on the following criteria: (i) Entrant’s expressed unique reason why the Beneficiary deserves the Prize (33 1/3%); (ii) the inspirational story or reason exhibited by the Entrant in the Comment (33 1/3%); and (iii) Entrant’s creativity in expressing themselves (33 1/3%). Odds of being selected as a potential Prize winner depend on the number of eligible Submissions received prior to the end of the Contest Period and the calibre of the Submission on the basis of the judging criteria.

The Contest Sponsor, acting reasonably, will attempt to contact each selected entrant to notify him/her/them that he/she/they may have won the Contest using the Instagram account used to enter the Contest (as applicable and as determined by the Contest Sponsor in its sole and absolute discretion) within three (3) business days after the applicable Judging Date. Each selected entrant is solely responsible for monitoring his/her/their Instagram account and ensuring his/her/their account settings are set to receive such notification messages from the Contest Sponsor. In the event that a selected entrant cannot be contacted within such time, he/she/they will be disqualified and an alternate potential winner may be selected in accordance with the procedure outlined above at the Contest Sponsor’s sole and absolute discretion (in which case the foregoing provisions of this section shall apply to such new selected entrant). Proof of identification must be provided upon request. In order to be declared a winner, the selected entrant will be required to sign and return within the time stipulated by the Contest Sponsor, a full declaration and release form stating that, among other things, he/she/they has read and understood these Rules, grants all consents required, authorizes the Contest Sponsor to broadcast, publish, disseminate and otherwise use his/her/their name, city/town/village and province/territory of residence, photograph, voice and any other likeness, in connection with any promotion and/or publicity, and/or for general news, entertainment and/or information purposes at no additional compensation to the potential winner, beyond the awarding of or participation in the Prize, assigns all intellectual property, including copyright, in and to his/her/their Submission to the Contest Sponsor, waives all his/her/their moral rights in and to his/her/their Submission in favour of the Contest Sponsor, agrees to indemnify the Released Parties (defined below) against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her/their Submission, accepts the Prize as awarded and releases the Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “Released Parties”) from any and all liability in connection with this Contest, his/her/their participation therein and/or the awarding and the selected entrant’s use/misuse of the Prize or any portion thereof. If: (a) a selected entrant fails to return the properly executed Contest documents within the specified time; (b) the selected entrant cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (c) the selected entrant is determined to be in violation of these Rules (all as determined by the Contest Sponsor in its sole and absolute discretion); then the selected entrant may, in the sole and absolute discretion of the Contest Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Contest Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential winner in accordance with the procedure outlined above at the Contest Sponsor’s sole and absolute discretion (in which case the foregoing provisions of this section shall apply to such new selected entrant).

GENERAL PROVISIONS:

9. By entering this Contest each entrant and participant automatically agree to accept and abide by these Rules. All decisions of the Contest Sponsor with respect to any aspect of this Contest, including without limitation the eligibility of Submissions and entrants are final and binding on all entrants in all matters as they relate to this Contest.

10. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Contest Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Submissions and/or entrants. ANYONE DEEMED BY THE CONTEST SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE CONTEST SPONSOR AT ANY TIME. The Released Parties will not be liable for: (i) any failure of Instagram during 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 Entry, Submission or other information to be received, captured or recorded 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; and/or (v) any combination of the above. In the event of a dispute regarding who submitted a Submission, the Contest Sponsor reserves the right, in its sole and absolute discretion, to deem the Submission to have been submitted by the authorized account holder of the Instagram account used to submit the Submission. "Authorized account holder" is defined as the person who is assigned an Instagram account by Instagram. An entrant may be required to provide proof (in a form acceptable to the Contest Sponsor – including, without limitation, government issued photo identification) that he/she/they is the authorized account holder of the Instagram account used to submit the Submission in question. The Contest Sponsor reserves the right, at its sole and absolute discretion, 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 Contest Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Contest Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Contest Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Contest Sponsor, at its sole and absolute discretion, reserves the right 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. The Sponsor reserves the right, at its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Submission with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Contest Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

11. By entering this Contest, each entrant expressly consents to the Contest Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with for his/her/their Submission for the purpose of administering the Contest. If you have any questions regarding the collection, use or disclosure of your personal information, please contact: Jana Proctor, Marketing Manager, Timber Specialties Limited, 35 Crawford Crescent, P.O. Box 520, Campbellville, ON, L0P 1B0 / (905) 854-2244 / jproctor@timberspecialties.com. This section does not limit any other consent(s) that an individual may provide the Contest Sponsor or others in relation to the collection, use and/or disclosure of his/her/their personal information.
12. In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest related materials, including but not limited to any Instagram, point of sale, television, print or online advertising, the terms and conditions of the Rules shall prevail, govern and control.
13. All intellectual property, including but not limited to trade-marks, trade-names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, slogans and representations are owned by the Contest 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.