

*The following promotion is intended for viewing in Canada and the United States in the provinces of New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador and in the states of Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont only, and shall be construed and evaluated according to Canadian law. Do not proceed in this promotion site unless you are a legal resident of, and located in one of the provinces of New Brunswick, Nova Scotia, Prince Edward Island or Newfoundland and Labrador or in one of the states of Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island or Vermont.*

## **OFFICIAL RULES – IRVING OIL COMMUNITY STRENGTH CONTEST - ("OFFICIAL RULES")**

The Irving Oil 2020 Community Strength Contest (the "Contest") is sponsored by Irving Oil Marketing, G.P. in Canada and Irving Oil Marketing, Inc. in the United States of America ("Irving") and is administrated by WSP International Limited (the "Administrators"). Irving hereinafter will be referred to as the "Sponsor".

Participation in the Contest constitutes the entrant's ("you" or "your") full and unconditional agreement and acceptance of these Official Rules including the decisions of the judges, which are final on all matters relating to the Contest.

**1. Basic Information:** This Contest is a "recognition" promotion offered by the Sponsor to assist customers, their friends, family and essential workers who have helped bring strength and support to their community in some way during the COVID-19 pandemic. You can automatically be entered into the drawing for a chance to win one of the prizes as described in Rule 5 below. Weekly prize winners ("nominators") will be asked to nominate a friend, family member, an associate or any other person ("nominee") that you believe is deserving of a prize. If you are drawn for any weekly prize, both the nominator and nominee ("prize winners") will be awarded a prize. See Rule 5 below for full prize details.

No purchase is necessary. Making a purchase will not increase your odds of winning any prize. Any questions, concerns or comments regarding the Contest can be forwarded to [gamemaster@irvingfun.com](mailto:gamemaster@irvingfun.com) or by prepaid mail sent to "Irving Community Strength Contest, c/o P.O. Box 3009 M.I.P., Markham, ON L3R 6G4".

**2. Contest Dates:** The Contest begins at 12:00:01 am Atlantic Standard Time ("AST") on May 26, 2020 (the "Contest Start Date") and ends at 11:59:59 pm AST on July 20, 2020 (the "Contest End Date"). The period from the Contest Start Date through to the Contest End Date is known as the "Contest Period". Irving reserves the right to extend the contest period.

**3. Who Can Enter:** The Sweepstakes is open to all legal residents of the provinces of New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador and all legal residents of the states of Connecticut, Maine, Massachusetts, New Hampshire, New York, Rhode Island and Vermont, who have reached the age of majority as of the Sweepstakes Start Date, in the province in which they reside. Employees of Sponsor, its affiliates and agents, contractors and immediate family members (defined as parents, children, siblings, and spouse) of each employee, together with those persons with whom such employees are domiciled, are not eligible to enter.

**4. How to Enter:** You can enter the contest by visiting [www.irvingoil.com/strong](http://www.irvingoil.com/strong). One entry per person, per household for the duration of the Contest Period. Follow the instructions to complete your online entry. You will be asked to include your name, email address, and complete mailing address. In addition, you will be asked to include your nominee's first and last name. You must include a personal message explaining why you chose your nominee (limit 800 characters). **Important:** You must also have checked off the box declaring that you acknowledge and have read, understood and are in agreement with these Official Rules. You will be provided a link to review the Rules online. Once completed, click SUBMIT and will be automatically entered in the Contest.

**5. Prize Details:** Prize winners will be selected by random drawing from among all eligible entries received during the Sweepstakes Period. There will be a total of thirteen (13) prizes to be awarded. Drawings will be made on July

21, 2020 as outlined in Table 1 below. All drawings will be held at the offices of the Administrators in Markham, ON at 4:00 PM AST.

**Weekly Prizes - \$50.00 Irving Oil Gift Card for you and \$50.00 Irving Oil Gift Card for your Nominee:**

Nominators drawn will be eligible to receive a fifty dollar (\$50.00) Irving Gift Card. Their nominees will also be eligible to receive a fifty dollar (\$50.00) Irving Gift Card. Gift card terms and conditions apply, see gift card for details. Odds to win a Weekly Prize is dependent upon the total number of eligible entries received prior to each drawing.

**\$500.00 Community Donation:** There will be five (5) nominees drawn from all entries received during the contest period to award five (5) prizes of a \$500.00 Community Donation. Five hundred dollars (\$500.00) will be awarded as a cheque payable to a community charity, group or organization as selected by the Sponsor and nominee. Sponsor must approve selection of charity, group, or organization. Odds of winning any \$500 Community Donation is dependent upon the total number of eligible nominees received during the Contest Period.

Prizes must be accepted as awarded and are not transferable. No prize substitutions or cash redemptions allowed except as provided herein. Total approximate value all available prizes: CDN \$3,300.00.

**Table 1 – Prize Drawing Schedule:**

Prize Description	Prize value	Quantity	Draw Date
\$50.00 Irving Oil Gift Card for you and \$50.00 Irving Oil Gift Card for your Nominee	\$100.00	8	1 Winner drawn on June 2, June 9, June 16, June 23, June 30, July 7, July 14 and July 21, 2020
\$500.00 Community Donation	\$500.00	5	July 21, 2020
<b>Total:</b>		<b>13</b>	

**6. Notification and Redemption:** As a condition of being awarded any Prize, the potential winner must complete, within two (2) days of receipt, the Sponsor’s Statement of Compliance, Release, and Indemnity Agreement (“**Release Form**”) under which, among other matters, the winner confirms his/her compliance and eligibility with these Official Rules, and releasing the Sponsor, Administrator, and any other Promotion Party of each of the foregoing, from and against any and all liability arising from or in connection with participation in the Sweepstakes or the acceptance, possession, use or misuse of the Prize (or any portion thereof). For Canadian prize winners must correctly answers, unaided, a mathematical skill testing question. You are not a winner unless and until you have fully complied with the Official Rules and all award processes have been completed. If a potential winner fails to return the Release Form, required proof of identity, and/or other documents as reasonably required by Sponsor in accordance with these Official Rules, or is found to have violated the Official Rules of the Sweepstakes in any way, or if any prize notification from the Sponsor is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. In the case of forfeit, the Sponsor may hold a random drawing to select an alternate prize winner. If a prize winner is under the age of majority (a “minor”), a parent or legal guardian of the minor must execute all required documents on behalf of such eligible minor. Prizes will be shipped by first class mail or courier to the addresses provided. In the event the prize winner does not provide the complete mailing address for the nominee, the nominee’s prize will be shipped to the provided address for the prize winner. In the event that the nominator does not provide the nominee’s phone number or email address, the nominator will be contacted to reach the nominee. Any incorrect mailing addresses or any address that results in the prize being undeliverable is not the responsibility of the Sponsor or Administrators and the prize may not be awarded. The Sponsor and Administrators are not responsible for any lost or undelivered mail. Allow four (4) to six (6) weeks for delivery of prizes. All prizes may not be awarded and / or redeemed.

ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BY ACCEPTING ANY PRIZE, WINNER AND / OR NOMINEE ACKNOWLEDGES THAT THE PROMOTION PARTIES HAS NEITHER MADE, NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, REGARDING ANY AWARDED PRIZE, INCLUDING BUT NOT LIMITED TO ITS QUALITY, MERCHANTABILITY OR MECHANICAL CONDITION.

**8. Publicity:** Entering the contest constitutes permission for Sponsor to use any prize winner's name, likeness, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law. The names of the prize winners may be published on websites or social media accounts administered by Irving.

**9. Odds:** Odds to win a Weekly Prize is dependent upon the total number of eligible entries received prior to each drawing. Odds of winning any \$500 Community Donation is dependent upon the total number of eligible nominees received during the Contest Period.

**10. Restrictions:** The following are prohibited and will result in automatic disqualification from the Contest: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Contest.

**11. Privacy:** The Sponsor will be collecting personal data about you and your nominee for the administration of the Contest and for purposes of internal market research. You may specifically request to be completely removed from participation in the Contest in accordance with Rule 13 below. No such personal data will be transferred or sold to any third party except in the following circumstances:

- when you give us permission to do so;
- when, in good faith, we believe the law requires disclosure;
- to affiliated companies, provided that our affiliated companies and their agents and advisors and their respective employees are restricted from using the information for any other purpose other than as described in these Official Rules; and
- to our respective agents for data processing purposes, our respective professional advisors and promotional and marketing agencies, provided that such agents, professional advisors and promotional and marketing agencies are restricted from using the information for any purpose other than as described in these Official Rules.

The Sponsor may match aggregated, statistical use information to parameters established by third parties, without releasing user information. This information will not contain any personally identifiable information. The Sponsor may share aggregate information with trading partners, co-branded sites, participating sponsors and advertisers; however, this aggregated information will not contain personally identifiable information.

**12. List of Winners:** A copy of the complete Official Rules are available online at [www.irvingoil.com/strong](http://www.irvingoil.com/strong) or can be requested when you email us at [gamemaster@irvingfun.com](mailto:gamemaster@irvingfun.com). The names of prize winners can be requested when you email us at [gamemaster@irvingfun.com](mailto:gamemaster@irvingfun.com).

**13. Remove:** You may at any time have yourself removed from the contest by emailing [gamemaster@irvingfun.com](mailto:gamemaster@irvingfun.com).

#### **14. GENERAL:**

**LIMITATIONS:** Released Parties (defined below) are not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Sweepstakes or from downloading any material from the Sponsor's servers or from any other Internet web site, regardless of whether the material was prepared by Sponsor, or a third party. The Released Parties are not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries, no matter the cause; (iii) failed or unavailable hardware, network, software or telephone transmissions, (iv) damage to entrants' or any person's computer and/or its contents,; (v) any entries submitted in a manner that is not expressly allowed under these rules; or (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes, or (vii) any other causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes. All incomplete or non-conforming entries will be disqualified. If for any reason this Sweepstakes cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause(s) beyond the reasonable control of the Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to modify or terminate the Sweepstakes.

**LIABILITY RELEASE:** BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO RELEASE AND HOLD THE SPONSOR, ADMINISTRATOR, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION, FULFILLMENT AGENCIES, LEGAL ADVISORS AND/OR ANY OTHER PROMOTION PARTY (COLLECTIVELY THE "**RELEASED PARTIES**"), HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, CLAIMS AND ACTIONS OF ANY KIND (INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM OR IN CONNECTION WITH THE PROMOTION, EXECUTION OR ADMINISTRATION OF THE SWEEPSTAKES, YOUR PARTICIPATION IN THE SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, NONUSE, OR MISUSE OF ANY PRIZE, PARTICIPATING IN OR TRAVELING TO ANY SWEEPSTAKES-RELATED ACTIVITY EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AS THE LAW ALLOWS.

**INDEMNITY:** BY PARTICIPATING, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROMOTION PARTIES AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS AND LIABILITY OF ANY KIND RESULTING FROM OR IN CONNECTION WITH THE SWEEPSTAKES OR THE PRIZE.

**CAUTION:** ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES:** IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN NEW BRUNSWICK OR NEW HAMPSHIRE. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE OFFICIAL RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS, OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) YOUR REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

For any discrepancies between the English and French version of the rules, the English version will take precedence.

Sponsor: Irving Oil Marketing, G.P., Saint John, New Brunswick, Canada / Irving Oil Marketing, Inc., Portsmouth, New Hampshire, USA

Administrator: WSP International Limited, Markham, ON, Canada.