

November 11, 2021

Agency59

The 24 Days of Cookies Contest

Official Rules – 1D

1st draft legally reviewed under the Competition Act & Criminal Code

Start: December 01, 2021

Closes: December 24, 2021

Grand Prize Draw: January 05, 2022

The 24 Days of Cookies Contest
OFFICIAL RULES AND REGULATIONS
Open to residents of Canada (excluding the Province of Québec)

By entering this Contest, entrants agree to abide by these Official Rules. The decisions of the independent contest organization with respect to all aspects of the Contest are final. The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. You understand that you are providing your information to the Sponsor (as defined below) and not to Facebook. The information you provide will only be used to administer the Contest in accordance with the Sponsor's privacy policy. Facebook is completely released of all liability by each entrant in this Contest, and agreeing to this is a condition of entry. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Facebook.

NO PURCHASE NECESSARY. The 24 Days of Cookies Contest (the “Contest”) is sponsored by Gay Lea Foods Co-operative Limited (the “Sponsor”). The Contest begins at 12:00:00 AM (ET) on December 01, 2021 and ends at 11:59:59 PM (ET) on December 24, 2021 (the “Contest Period”). All times are Eastern Times.

- 1. ELIGIBILITY:** To enter and be eligible to win, a person (the “Entrant”) must be a legal resident of Canada (excluding the province of Québec), who, at the time of entry, (a) is age of majority or older in the province/territory in which he/she resides, and (b) is not an employee, representative or agent of the Sponsor, the independent contest organization, or any of their affiliated and related companies and, if applicable, their respective advertising or Contest agencies, dealers, and members of the immediate families of, or persons domiciled with, any of the above (collectively the “Contest Parties”). In these Official Rules, “immediate family” means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse.
- 2. HOW TO ENTER THE CONTEST:** During the Contest Period, visit <https://24daysofcookies.ca> (the “Contest Website”). Next, click on the Contest icon and complete the entry form (the “Entry Form”) with your full name, postal code and a valid email address. Next, confirm compliance with these Official Rules and indicate whether you would

like to receive future notifications regarding upcoming events and/or promotions from the Sponsor (optional). Upon completion of these steps, click “Next” to be directed to the Holiday Cookie Advent Calendar (the “**Calendar**”). Next, click on the daily door on the Calendar to reveal a holiday cookie. By doing so, you will receive one (1) entry (the “**Daily Entry**”) into the applicable Daily Prize Draw (see rule 6) and one (1) entry (the “**Grand Prize Entry**”) into the Grand Prize Selection Process (see rule 5). The Daily Entry and the Grand Prize Entry will each be referred to herein as an “**Entry**”. Each eligible Entrant who receives the most Grand Prize Entries (a total maximum of twenty-four (24) Entries) within the limits specified will be eligible for the Grand Prize Selection Process (see rule 5). The Entrant who had the most Grand Prize Entries (up to a maximum of 24 Grand Prize Entries can be earned) by 11:59:59 PM (ET) on December 24, 2021 (the “**Contest Close Date**”) and whose Entries were submitted in accordance with these Official Rules will be eligible for the Grand Prize. In the event of a tie between two or more eligible Entrants (based on the highest number of eligible Entries received by the Contest Closing Date), the Sponsor and/or its designated representative(s) will conduct a random draw (“**Draw**”) from such Entries to determine the Grand Prize Selected Entrant in accordance with the Grand Prize Selection Process (see rule 5). Entries must be received on or before the Contest Closing Date.

Limit of one (1) Entry per person per day for a total maximum of twenty-four (24) Entries and only one (1) Facebook account per person may be used. Any person who is found to have entered in a fashion not sanctioned by these Official Rules and/or who has submitted more than the number of entries permitted by these Official Rules will be disqualified. Proof of transmission (screenshots or captures, etc.) does not constitute proof of delivery. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Contest Parties will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete entries, which will be void. All Entries become the property of the Sponsor upon receipt and none will be returned.

3. DAILY PERIODS: The Contest will be divided into twenty-four (24) periods (each a “**Daily Period**”) and are as follows:

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|------------------------|---|
| Daily Period #1 | Begins 12:00:00 AM (ET) on December 01 and ends 11:59:59 PM (ET) on December 01, 2021 |
| Daily Period #2 | Begins 12:00:00 AM (ET) on December 02 and ends 11:59:59 PM (ET) on December 02, 2021 |
| Daily Period #3 | Begins 12:00:00 AM (ET) on December 03 and ends 11:59:59 PM (ET) on December 03, 2021 |
| Daily Period #4 | Begins 12:00:00 AM (ET) on December 04 and ends 11:59:59 PM (ET) on December 04, 2021 |
| Daily Period #5 | Begins 12:00:00 AM (ET) on December 05 and ends 11:59:59 PM (ET) on December 05, 2021 |

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| Daily Period #6 | Begins 12:00:00 AM (ET) on December 06 and ends 11:59:59 PM (ET) on December 06, 2021 |
| Daily Period #7 | Begins 12:00:00 AM (ET) on December 07 and ends 11:59:59 PM (ET) on December 07, 2021 |
| Daily Period #8 | Begins 12:00:00 AM (ET) on December 08 and ends 11:59:59 PM (ET) on December 08, 2021 |
| Daily Period #9 | Begins 12:00:00 AM (ET) on December 09 and ends 11:59:59 PM (ET) on December 09, 2021 |
| Daily Period #10 | Begins 12:00:00 AM (ET) on December 10 and ends 11:59:59 PM (ET) on December 10, 2021 |
| Daily Period #11 | Begins 12:00:00 AM (ET) on December 11 and ends 11:59:59 PM (ET) on December 11, 2021 |
| Daily Period #12 | Begins 12:00:00 AM (ET) on December 12 and ends 11:59:59 PM (ET) on December 12, 2021 |
| Daily Period #13 | Begins 12:00:00 AM (ET) on December 13 and ends 11:59:59 PM (ET) on December 13, 2021 |
| Daily Period #14 | Begins 12:00:00 AM (ET) on December 14 and ends 11:59:59 PM (ET) on December 14, 2021 |
| Daily Period #15 | Begins 12:00:00 AM (ET) on December 15 and ends 11:59:59 PM (ET) on December 15, 2021 |
| Daily Period #16 | Begins 12:00:00 AM (ET) on December 16 and ends 11:59:59 PM (ET) on December 16, 2021 |
| Daily Period #17 | Begins 12:00:00 AM (ET) on December 17 and ends 11:59:59 PM (ET) on December 17, 2021 |
| Daily Period #18 | Begins 12:00:00 AM (ET) on December 18 and ends 11:59:59 PM (ET) on December 18, 2021 |
| Daily Period #19 | Begins 12:00:00 AM (ET) on December 19 and ends 11:59:59 PM (ET) on December 19, 2021 |
| Daily Period #20 | Begins 12:00:00 AM (ET) on December 20 and ends 11:59:59 PM (ET) on December 20, 2021 |
| Daily Period #21 | Begins 12:00:00 AM (ET) on December 21 and ends 11:59:59 PM (ET) on December 21, 2021 |
| Daily Period #22 | Begins 12:00:00 AM (ET) on December 22 and ends 11:59:59 PM (ET) on December 22, 2021 |
| Daily Period #23 | Begins 12:00:00 AM (ET) on December 23 and ends 11:59:59 PM (ET) on December 23, 2021 |
| Daily Period #24 | Begins 12:00:00 AM (ET) on December 24 and ends 11:59:59 PM (ET) on December 24, 2021 |

4. PRIZES: There are forty-nine (49) Prizes (collectively known as “Prizes”) available to be won and they are as follows:

- i. **GRAND PRIZE:** There is one (1) grand prize (the “Grand Prize”) available to be won, consisting of one (1) SMEG 10 speed control stand mixer with an approximate retail value (the “ARV”) of \$749.99 (CDN); one (1) Williams Sonoma Cleartouch Non-stick 6-Piece Bakeware Set with an ARV of \$115.95 (CDN); one (1) LE CREUSET Stoneware 7-Ounce Stackable Ramekins (Set of 4) with an ARV of \$80.00 (CDN); one (1) KITCHENAID Silicone Series Utility Whisk with an ARV of \$14.99 (CDN); one

(1) KITCHENAID Silicone Mixer Spatula with an ARV of \$11.99 (CDN) and one (1) WILLIAMS SONOMA Melamine Pour Spout Bowls (set of 3) with an ARV of \$57.95 (CDN). The total ARV of the Grand Prize is \$ \$1157.77 (CDN). Only one (1) Grand Prize will be awarded. Color choice of the Grand Prize is at the sole discretion of the Sponsor.

- ii. **DAILY PRIZES:** There are forty-eight (48) Daily Prizes available to be won (two (2) per Daily Period), each consisting of twelve (12) to twenty-four (24) fresh baked cookies based on a recipe as selected by the Sponsor and baked by the Sponsor's food stylist. The ARV of each Daily Prize is \$50.00 (CDN). Limit of one (1) Daily Prize per person during the Contest Period. **PLEASE NOTE THAT THE COOKIES MAY CONTAIN EGGS, MILK, NUTS AND SOY. THE CONTEST PARTIES ACCEPT NO RESPONSIBILITY FOR LOSS, DAMAGE OR CLAIMS CAUSED BY OR RESULTING FROM A PRIZE.**

Prizes must be accepted as awarded, without substitution and are not transferable and have no cash surrender value. The Sponsor reserves the right, in the event that a Prize cannot be awarded as described for any reason, to substitute another prize or component of a prize of equal or greater value, without liability. To the extent permitted by law, the Sponsor makes no express or implied warranties, or conditions of any kind with respect to the safety, appearance or performance of any Prize.

5. **GRAND PRIZE SELECTION PROCESS:** On January 05, 2022 (the "**Grand Prize Selection Date**") in Toronto, ON, the Sponsor will determine which Entrants are eligible for the Grand Prize by reviewing all eligible Entries. The Entrant who had the most Grand Prize Entries (up to a maximum of 24 Grand Prize Entries can be earned) (see rule 2 on how to receive a Grand Prize Entry) by the Contest Close Date and whose Entries were submitted in accordance with these Official Rules will be eligible for the Grand Prize (the "**Grand Prize Selected Entrant**"). In the event of a tie between two or more eligible Entrants (based on the highest number of eligible Entries received by the Contest Closing Date), the Sponsor and/or its designated representative(s) will conduct a random Draw from such Entries to determine the Grand Prize Selected Entrant. Odds of being selected for the Grand Prize depend on the total number of eligible Entries received by the Contest Closing Date. The Grand Prize Selected Entrant will be contacted by email within three (3) business days of the Grand Prize Selection Date. If the Grand Prize Selected Entrant (a) cannot be reached by email within five (5) business days of the first notification; (b) fails to correctly answer the skill testing question (see rule 7); or (c) fails to return the properly executed Release Form within the specified time (see rule 7), then he/she will be disqualified and another Entrant will be randomly selected until such time as a Grand Prize

winner is confirmed or there are no more eligible Entries, whichever comes first. The Sponsor will not be responsible for failed attempts to contact a selected Entrant.

- 6. DAILY PRIZE DRAWS:** A random draw will be held at approximately 10:00 AM (ET) in Oakville ON, each business day during the Contest Period (a “**Daily Draw Date**”) to determine two (2) Daily Prize selected Entrants (each a “**Daily Prize Selected Entrant**”) commencing on Thursday, December 02, 2021 from among all eligible Entries received during the applicable Daily Period. If a Draw Date falls on a weekend or statutory holiday in the Province of Ontario, the applicable Draw will take place the following business day. For example: the Draw for Day 3, 4 and 5 Daily Periods will take place on Monday December 06, 2021, the draw for Day 6 will take place on Tuesday December 7, 2021 and so forth. **PLEASE NOTE: Non-winning entries will not be carried over into the draw for the following Daily Period.** The odds of winning a Daily Prize depend on the total number of eligible Entries received during the applicable Daily Period. Each Daily Prize Selected Entrant will be contacted by email within three (3) business days of the applicable Daily Draw Date. If a Daily Prize Selected Entrant (a) cannot be reached by email within five (5) business days of the applicable Daily Draw Date; (b) fails to correctly answer the skill testing question (see rule 7); or (c) fails to return the properly executed Release Form within the specified time (see rule 7), then he/she will be disqualified and another Entrant will be randomly selected until such time as a Daily Prize winner is confirmed or there are no more eligible entries, whichever comes first. The Sponsor will not be responsible for failed attempts to contact a Daily Prize Selected Entrant.
- 7. DECLARATION OF WINNERS AND AWARDING OF PRIZES:** To be declared a winner, each Grand Prize Selected Entrant and Daily Prize Selected Entrant (collectively referred to as a “**Selected Entrant**”) must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question. Each Selected Entrant may also be required to sign a Declaration and Release Form (the “**Release Form**”), which, among other things: (i) confirms compliance with the Official Rules; (ii) acknowledges acceptance of the Prize as awarded, without substitution; (iii) releases the Contest Parties and Facebook from any liability in connection with the Prize or any portion thereof or this Contest; and (iv) agrees to the use of his/her name, address (city and province/territory) and/or photograph without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to the Contest. The Release Forms will be emailed to the Selected Entrants and must be returned within the time period specified on the Release Form or the Prize will be forfeited. Upon receipt, delivery of Prizes will be coordinated with the winners by the Sponsor within one (1) week of being confirmed a winner.

- 8. GENERAL:** By entering the Contest, Entrants agree to abide by the Official Rules and the decisions of the independent contest organization with respect to all aspects of the Contest, which are final. Entrants agree to release, discharge and hold harmless the Contest Parties, their respective parent, subsidiary and affiliated companies, advertising and Contest agencies, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (the “**Releasees**”) from any claim or liability arising from or related to submission of an entry and participation in this Contest to the full extent permitted by law. All entries become the permanent property of the Sponsor and none will be returned. No correspondence will be entered into except with the Selected Entrants. The Contest is subject to all applicable federal, provincial, territorial and municipal laws.
- 9.** The Contest Parties accept no responsibility for loss, damage or claims caused by or resulting from the Contest or a Prize. By entering and/or accepting a Prize, each Entrant and/or winner consents to the use of his/her name, address (city and province/territory) and/or photograph without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor with respect to the Contest.
- 10.** The Contest Parties will not be responsible for late, lost, illegible, incomplete, falsified or destroyed entries and all such entries are void. Entries that have been falsified, tampered with or altered are void. The Sponsor and the independent contest organization will not be liable for any failure of the Contest Website, do not assume any responsibility for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. The use of an invalid email address will disqualify the entry. Users spamming the same email address will disqualify the entry. In the event of a dispute, online entries will be deemed to have been submitted by the authorized account holder of the email address submitted at the time of entry. “Authorized account holder” is defined as the person who is assigned an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. A Selected Entrant may be required to provide proof that he/she is the authorized account holder of the email address associated with the selected entry. The sole determinant of the time for the purposes of a valid online entry in this Contest will be the Contest server machine(s). In the event it is determined that an Entrant has entered in a fashion not sanctioned by these Official Rules and/or has submitted more than the number of entries permitted by these Official Rules, the Entrant will be disqualified and all of the entries submitted by the Entrant will be disqualified.

- 11.** The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, as a result of tampering or infection by computer virus, the Sponsor reserves the right to cancel the Contest and conduct the draw from all previously received eligible entries received by the date of cancellation of the Contest. The Sponsor and the independent contest organization shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest.
- 12.** In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to the Entry Form, and/or point of sale, print or online advertising, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.
- 13.** The Sponsor respects your right to privacy. Personal information collected from Entrants will only be used by the Sponsor to administer the Contest and, only if consent is given at the time of entry, to provide the Entrants with information regarding upcoming Contests and/or events from the Sponsor. Entrants have the right to request the deletion of their personal information from our records as set out in the Privacy Policy. Any entrant that requests the removal of their personal information during the course of the Contest will forfeit eligibility for any remaining draws during the Contest Period. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please visit <https://24daysofcookies.ca/privacy-policy/>