

Mary Brown's Inc. ("Sponsor")

Backyard Oasis (the "Contest") OFFICIAL RULES AND REGULATIONS

Open to residents of Ontario, Alberta, Manitoba, Saskatchewan, British Columbia, Newfoundland and Labrador, Nova Scotia, New Brunswick (the "**Participating Provinces**")

No Purchase Necessary. These Official Rules and Regulations ("**Rules**") govern the Contest.

1. **CONTEST PERIOD:** The Contest runs from 12:00am EST on June 15, 2021 and ends at 11:59pm EST on August 23, 2021 (the "**Contest Period**").
2. **ELIGIBILITY:** To enter and to be eligible to win a Prize you must be a legal resident a Participating Province who is 18 years of age or older at the time of entry. You are not eligible to enter if you are, reside with (whether or not related), or are an immediate family member of, an employee, director, officer, or retiree of the Sponsor its respective parent, related affiliated companies, subsidiaries, franchisees, advertising and promotional agencies and any other parties engaged in the development, production or distribution of Contest materials. For the purpose of these Rules, "**immediate family member**" means spouse, parent, child, or sibling.
3. **HOW TO ENTER: No Purchase Necessary:** To be entered into the Contest, you must complete one or more of the three (3) following entry methods before the end of the Contest Period, where each method entitles you to a single entry (the "**Entry**", where "Entries" refers to the aggregate of all entries received from all eligible participants):
 1. Make a purchase at a Mary Brown's located in one of the Participating Provinces, scan the QR code on the in-store signage, and fill out the online form;
 2. Place an order via the Mary Brown's App downloaded on a mobile device or at www.marybrowns.com by the end of the Contest Period will automatically be entered;
 3. No purchase necessary Method: fill out form at www.marybrowns.com/backyardoasis

ODDS OF WINNING: Odds of winning depend on number of Entries received during the Contest Period.

4. **PRIZE:** There are 4 prize(s) available to be won. The prize consists of Grand prize – Skyline sectional with table, 2nd Prize - 2 white Atlantico Loungers with 2 Pop Tables, 3rd Prize – Aria Lounge Set with Table, 4th Prize – Crown Verity Patio Heater (the "**Prize**" OR each a "**Prize**"). This Prize is not redeemable for cash and must be accepted as described. Prize valued at approximately Grand Prize \$5130.00, 2nd \$1300.00, 3rd \$1230, 4th \$1200. The Prize will be shipped to the winner. Sponsor reserves the right to substitute the Prize or any part for a prize of equivalent retail value if the Prize cannot be awarded as described for any reason.
5. **WINNER SELECTION:** Four (4) entrants will be selected by random draw from among all entries received during the Contest Period (a "**Selected Entrant**"). If a Selected Entrant does not meet the qualifications Eligibility requirements of paragraph 2, an alternative Selected Entrant will be drawn, which process will repeat until Four (4) eligible Selected Entrants are drawn (each a "**Winner**" or collectively, the "**Winners**"). The draw will take place at Mary Brown's Head Office, at approximately 3:00pm EST on August 26, 2021 (the "**Draw Date**"). The first Selected Entrant will win the 4th Prize, the second Selected Entrant will win the 3rd Prize, the third Selected Entrant will win the 2nd Prize, and the fourth Selected Entrant will win the Grand Prize.
6. **NOTIFICATION:** The Winners will be contacted by e-mail at the e-mail address provided at the time of entry within ten (10) business days of the Draw Date (the "**Notification**"). The Winners must respond to the Notification within 72 hours thereof. Failure to respond to the Notification within the time stipulated will result in disqualification at the sole discretion of the Sponsor.

7. **DECLARATION OF WINNERS:** To be declared the Contest winner and receive the Prize, the Winners must first correctly answer a skill testing question and sign a release in the form provided by Sponsor, confirming compliance with the Contest Rules, and accept the Prize as awarded, without substitution, and releasing the Sponsor, Mary Brown's Inc. and their respective shareholders, directors, officers, employees, agents, representatives, third-party contractors affiliates, successors and assigns (collectively, the "**Releasees**") from any liability in connection with the Contest or any Prize. The release form must be returned within the time period specified by Sponsor or Prize may be forfeited at sole discretion of Sponsor. If any Winner (a) fails to meet the conditions set out above, (b) does not respond to the Notification within the time stipulated, (c) does not pick up or accept the Prize within the time stipulated or (d) does not meet Contest eligibility requirements or is not fully compliant with the Contest Rules, Sponsor may, in its sole discretion without right of appeal, disqualify a Winner and select an alternate Winner by random draw until a Contest winner is declared.
8. **ACCOUNT HOLDER:** In the event of dispute over the identity of the potential Prize winner, an entry will be declared as entered by the authorized account holder of the application account used to submit the entry, and the potential Prize winner may be required to provide identification sufficient to show that he/she is the authorized account holder. It is the sole responsibility of entrants to notify the Sponsor in writing if the entrant changes his or her e-mail address or any other contact information during the Contest Period. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Sponsor's Contest server machine(s).
9. **RELEASE:** By submitting a completed entry form to enter the Contest, the winner releases the Sponsor from any and all liability arising out of, or in connection with, this Contest and the awarding of any prize, now or in the future. By entering this Contest, the winner consents in writing to the use of their name, city and province where they reside by Sponsor in a format approved by that winner, as well as any audio/video image, statements, and/or photographs in any related publicity and publication without further compensation, worldwide and in perpetuity, in any and all forms of media and social media now known or hereafter devised, including, but not limited to, the Internet, Facebook, Twitter, Linked In, YouTube, Pinterest, SnapChat and in any publicity or advertising carried out by the Sponsor, unless prohibited by law. Sponsor reserves the right to post or publish any winner's name, city, or province of residence, photograph, likeness, voice or other statements, as directed by the winner, on its website and/or on the website of Sponsor's affiliated companies and/or on the sponsor's website for advertising and promotional purposes, where lawful, without further compensation to the winner, worldwide and in perpetuity.
10. **GENERAL:** The Sponsor, Mary Brown's Inc., shall have no liability for loss, damage or claims caused by or resulting from the Contest or acceptance of a Prize. The Sponsor 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 shall not be liable 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. Entry material/data that have been tampered with or altered are void. In the event it is determined that an entrant has entered in a fashion not sanctioned by these Rules and/or has submitted more than the number of entries permitted by these Rules, all of the entries submitted by the entrant will be disqualified. The Sponsor reserves the right to terminate or suspend this Contest or to amend the Rules 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, the Sponsor reserves the right, to cancel the Contest and conduct a draw from all previously received eligible entries received. All decisions of the Sponsor in relation to the Contest are final. If any provision contained herein is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.
11. **PRIVACY:** The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Sponsor or its representatives to administer the Contest. By entering the Contest, entrants consent to the manner of collection, use and disclosure of personal information as set out in the Sponsor's privacy statement, which is available at: www.marybrowns.com

12. **GOVERNING LAW:** By entering the Contest, each entrant agrees (a) that any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize shall be resolved in accordance with the laws of the Province of Ontario and federal laws applicable therein, and (b) to irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario over any claim or matter arising under or in connection with the Contest or these Official Rules & Regulations.