

**Mary Brown's Inc. ("Sponsor")**

**Mother's Day Giveaway (the "Contest")**

**OFFICIAL RULES AND REGULATIONS**

Open to residents of Canada, excluding residents of Quebec (the "**Participating Provinces**")

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

1. **CONTEST PERIOD:** The Contest runs from 11:30am EST on April 30<sup>th</sup>, 2021 and ends at 12:00pm EST on May 6<sup>th</sup>, 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 16 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 the following before the end of the Contest Period:
  - a. Post a Qualifying Comment (as defined in paragraph 4) on the Sponsor's official Mother's Day Facebook Post;
  - b. Post a Qualifying Comment (as defined in paragraph 4) on the Sponsor's official Mother's Day Instagram Post; and
  - c. Post a Qualifying Photo (as defined in paragraph 4) that includes your mother or any person who you consider to be a mother figure on a single one of your Instagram accounts, tagging @marybrownsofficial and using hashtag #MomAndMeMB; and
  - d. Sending a Facebook Private Message attaching a Qualifying Photo (as defined in paragraph 4) that includes your mother or any person who you consider to be a mother figure to @marybrownsofficial from a single one of your Facebook accounts.

Each of your posts that meets the criteria in paragraphs 3.a, 3.b, 3.c, and 3.d shall entitle you to a single entry (the "**Entry**", or "**Entries**" in the plural). For clarity, the Sponsor will only accept a maximum of four (4) Entries from you if you post Qualifying Comments or Qualifying Photos that meet each of paragraphs 3.a, 3.b 3.c, and 3.d.

4. **CONTENT:** A comment on a post will qualify as a "**Qualifying Comment**" and a post of a photo will qualify as a "**Qualifying Photo**" if 1. the post's content is created and solely owned by you; 2. the post's content does not violate any applicable law, rule or regulation, 3. you are free to grant to the Sponsor all rights in and to the post; and 4. the post will not infringe, involve the misappropriation of, or otherwise violate any third-party rights. You (or your parent/guardian if a minor) warrant that your Entry is a Qualifying Comment or Qualifying Photo, agree to indemnify and hold harmless the Sponsor and its representatives and affiliates from and against any breach of this warranty, and agree that a breach may result in your Entry being disqualified in the sole discretion of the Sponsor.
5. **ODDS OF WINNING:** Odds of winning depend on number of Entries received during the Contest Period.
6. **PRIZE:** There are 5 prizes available to be won. The prizes consist of a choice of either: (a) One (1) \$100 Mary Brown's Gift Card; or (b) 10,000 Mary Brown's Loyalty App Points if you are user of the Mary Brown's App (collectively, the "**Prizes**" OR each a "**Prize**"). Each Prize is not redeemable for cash and must be accepted as described. Each Prize valued at approximately \$100. If you select the Gift Card Prize, it will be mailed to the address that you provide or if you selected the Loyalty App Points Price, they will be to your Mary Brown's App account, in each case within five (5) business days of your response to the Notification as set out in paragraph 8. 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.

7. **WINNER SELECTION:** Five (5) entrants will be selected by random draw from among all Entries received during the Contest Period (a “**Selected Entrant**”). The draw will take place at approximately 3:00pm EST on May 6, 2021 (the “**Draw Date**”).
8. **NOTIFICATION:** The Selected Entrant will be contacted by private message or by email associated with the Facebook/Instagram account that originally posted the Entry (where the method of notification is in the Sponsor’s discretion) within ten (10) business days of the Draw Date (the “**Notification**”). The Selected Entrant must respond to the Notification within 72 hours thereof and confirm their selection of the Prize and, their mailing address or their Mary Brown’s App user account, as applicable. Failure to respond to the Notification within the time stipulated may result in disqualification and forfeiture of the Prize in the sole discretion of the Sponsor.
9. **DECLARATION OF WINNERS:** Without limiting any other conditions for receiving the Prize, to be declared a Selected Entrant and receive the Prize, the Selected Entrant 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, Facebook and Instagram and their respective shareholders, directors, officers, employees, agents, representatives, 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, failing which the Prize may be forfeited at sole discretion of Sponsor. If the Selected Entrant (a) fails to meet the conditions set out above; (b) does not respond to the Notification as required within the time stipulated; (c) does accept the Prize within the time or as stipulated by the Sponsor; 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 you as a Selected Entrant and select an alternate Selected Entrant by random draw until another Selected Entrant is declared.
10. **ACCOUNT HOLDER:** In the event of dispute over the identity of the potential Selected Entrant, an entry will be declared as entered by the authorized account holder of the application account used to submit the entry, and the potential Selected Entrant 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).
11. **RELEASE:** By submitting a completed entry form to enter the Contest, the Selected Entrant releases the Sponsor, Facebook and Instagram 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 Selected Entrant consents in writing to the use of their name, city and province where they reside by Sponsor in a format approved by that Selected Entrant , 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, LinkedIn, 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 Selected Entrant ’s name, city, or province of residence, photograph, likeness, voice or other statements, as directed by the Selected Entrant, 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 Selected Entrant, worldwide and in perpetuity.
12. **GENERAL:** The Sponsor 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.

13. **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](http://www.marybrowns.com)
14. **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.
15. **FACEBOOK RELEASE.** This Contest is not sponsored, endorsed, or administered by, or associated with Facebook or Instagram. Without limiting any other provision herein, you release Facebook and Instagram from any liability in respect of the Contest. The Sponsor also discourages you from inaccurately tagging content on Instagram.