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# Trusscore – Win a Dream Garage Contest – Spring 2023 – Official Contest Rules & Regulations

THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY (EXCLUDING QUEBEC, NUNAVUT, NORTHWEST TERRITORIES AND YUKON) THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (EXCLUDING ALASKA AND HAWAII) AND IS GOVERNED BY CANADIAN LAW.

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING 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.

#### 1. KEY DATES:

The Win a Trusscore Dream Garage Contest (the "Contest") begins on April 15, 2023, at 12:00:00 a.m. Eastern Time ("ET") and ends on May 14, 2023, at 11:59:59 p.m. ET (the "Contest Period").

## 2. **ELIGIBILITY:**

Contest is open to residents of Canada (excluding Quebec, Nunavut, Northwest Territories and Yukon) and the 50 United States and the District of Columbia (excluding Alaska and Hawaii) who have reached the legal age of majority in their province or state of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of TRUSSCORE Inc. (the "Sponsor"), its associated and affiliated entities, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the "Contest Parties"). Void where prohibited.

#### 3. **HOW TO ENTER:**

To enter, go to <a href="www.trusscore.com/win-a-garage">www.trusscore.com/win-a-garage</a> (the "Website") and follow the on-screen prompts to obtain the Official Contest Entry Form (the "Entry Form").

Next, fully complete the Entry Form with all required information. Among other things, you will need to: (i) enter your first name, last name, complete mailing address (including postal / ZIP code), valid email address and telephone number; (ii) signify your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the "Rules"). Once you have fully completed the Entry Form with all required information and agreed to the Rules, follow the on-screen instructions to submit your completed Entry Form to be eligible to earn one (1) Entry (each, an "Entry" and collectively the "Entries"). To be eligible, your Entry must be submitted and received in accordance with these Rules during the Contest Period.

You can earn one (1) Bonus Entry (a "Bonus Entry") for a maximum of five (5) Bonus Entries: (i) you follow Trusscore on their Instagram, Facebook, LinkedIn, Twitter, and/or YouTube social channels and (ii) provide your corresponding handle or username on the Entry Form to prove you are following. Note, you can unfollow any time after the Contest Period without impacting your chances of winning in this Contest. IMPORTANT NOTE: The Contest is in no way sponsored, endorsed, or administered by, or associated with Instagram, Facebook, LinkedIn, Twitter, or YouTube. Meta, LinkedIn,



Twitter, and YouTube are 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 one (1) account per social media platform to participate in this Contest.

To be eligible, all content and materials you submit (collectively, your "Entry Materials") must: (i) be submitted and received in accordance with these Rules during the Contest Period; and (ii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 6 (all as determined by Sponsor in its sole and absolute discretion).

#### 4. ENTRY LIMIT:

There is a limit of one (1) Entry per person during the Contest Period. There is a limit of five (5) Bonus Entries per person during the Contest Period, for a maximum of six (6) Entries per person. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry per person; (ii) obtain more than one (5) Bonus Entries; and/or (iii) use multiple names, multiple identities, multiple email addresses, and/or any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor's interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor.

Your Entry and/or Bonus Entry (collectively, a "Contest Entry" and the "Contest Entries") may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information and submitted and received in accordance with these Rules during the Contest Period.

The Contest Parties and each of their respective officers, directors, agents, representatives, successors, and assigns (collectively, the "Released Parties") are not responsible for (and have no liability in relation to) late, lost, misdirected, delayed, incomplete or incompatible Contest Entries (all of which are void).

A Contest Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Contest Entry (including, but not limited to, any associated Entry Materials) is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 6) (all as determined by Sponsor in its sole and absolute discretion).

# 5. **VERIFICATION:**

All Contest Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the 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 Contest Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

## 6. **SUBMISSION REQUIREMENTS:**

BY SUBMITTING A CONTEST ENTRY, YOU AGREE THAT THE CONTEST ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE SPONSOR AND OTHER RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR CONTEST ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED THE WINNER, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE SPONSOR AND OTHER RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED



THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

By participating in the Contest, each entrant hereby warrants and represents that any Entry Materials he/she submits:

- i. Are original to him/her and that the entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- ii. Do not violate any law, statute, ordinance or regulation;
- iii. Do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. Will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. Are not defamatory, trade libelous, pornographic or obscene, and further that such Entry Materials will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; 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 Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behavior 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 Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor (e.g. any clothing worn and/or products appearing in your Entry Materials must not contain any visible logos, trademarks or other third party materials unless the appropriate consents have been obtained --- note: all identifiable third party products, trade-marks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the "Reviewer") reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to attempt to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry Materials (or any part thereof) in order to help ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances — including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Entry and/or the associated entrant) — to help ensure that the Contest is being conducted in accordance with the Sponsor's interpretation of the letter and spirit of these Rules.

## 7. LICENSE:

By entering the Contest and submitting a Contest Entry, each entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Entry Materials (and each component thereof) in favor of the Sponsor (and anyone authorized by the Sponsor to use such Entry Materials); and (iii) agrees to release and hold harmless the Sponsor and all of the other Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.



#### 8. THE PRIZE:

There will be a total of one (1) prize (the "Prize") available to be won. The Prize consists of:

- Up to 1,000 square feet of Trusscore product (Trusscore Wall&CeilingBoard, Trusscore SlatWall, Trusscore SlatWall Accessories) to be selected by the confirmed winner, subject to availability and the approval of the Sponsor (delivery included); and
- Either:
  - A \$500 CAD (or \$500 USD if winner is US resident) prepaid card if the confirmed winner decides to install the Trusscore product by her/himself (DIY); or
  - O Up to a \$1,000 CAD (or \$1,000 USD if winner is US resident) reimbursement if the installation of the Trusscore product is completed by a licensed contractor [Note: In this case the reimbursement will be made directly to the licensed contractor provided an invoice is properly issued and submitted to Sponsor].

Important Note: Sponsor will not assist with installation or recommend installers (but will provide standard product installation guide/warranty information.

The total approximate retail value of the Prize is up to \$4,995 CAD / \$4,995 USD.

The following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) Prize must be claimed and installed within one year of winner being notified; (iii) no substitutions are permitted, except at Sponsor's option; (iv) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with an item or item(s) of equal or greater value; and (v) by accepting a Prize, the confirmed winner agrees to waive all recourse against Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part. For US residents only: The value of a prize may be taxable as income to a prize winner. Prize winner is solely responsible, at his or her own costs, for all matters relating to the prize, including but not limited to, all federal, state, and local taxes.

Without limiting the generality of the foregoing, the following specific conditions apply to the Prize:

- The confirmed winner is solely responsible for all expenses associated with using the Prize including, but not limited to, any work, services, additional materials, installation, permits, licenses, or other authorizations required to use the Prize (the "Expenses"); and
- The confirmed winner shall not seek reimbursement for the Expenses from the Sponsor or any of the other Released Parties; and
- The confirmed winner shall not sell or barter the Prize.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory.

# 9. ELIGIBLE WINNER SELECTION PROCESS AND ODDS OF WINNING:

On May 15, 2023 (the "**Draw Date**") in Toronto, ON at approximately 12:00 p.m. ET, one (1) eligible entrant will be selected by random draw from among all eligible Contest Entries submitted and received in accordance with these Rules during the Contest Period. The odds of winning depend on the number of eligible Contest Entries submitted and received in accordance with these Rules.

# 10. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the eligible winner (using the information provided on the Entry Form) within five (5) business days of the Draw Date. If the eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the



sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Contest Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

### 11. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS THE WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS THE CONFIRMED PRIZE WINNER, the eligible winner will be required to: (a) (not required if winner is a US resident) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within ten (10) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Sponsor and all of the other Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, city and province/territory/state of residence, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the eligible winner: (a) fails to correctly answer the skill-testing question (not required if winner is a US resident); (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Contest Entries submitted and received in accordance with these Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

#### 12. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial, state, and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Sponsor and the other Released Parties will not be liable for: (i) any failure of the Website or any other website, platform or device during the Contest; (ii) any 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 Contest Entry and/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; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

In the event of a dispute regarding who submitted a Contest Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Contest Entry 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. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Contest Entry in question.

The Sponsor reserves the right, in 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 Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute



discretion) may be a violation of criminal and civil laws and should such an attempt be made; the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, 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.

Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <a href="https://trusscore.com/general/privacy-policy.html">https://trusscore.com/general/privacy-policy.html</a>. By entering the contest and agreeing to be legally bound by the official Contest Rules and Regulations, you are consenting to be opted-in to receive marketing emails from Trusscore. Your privacy is important to us. You can remove, unsubscribe, or update your communication preferences by clicking on the link on the bottom on any of our emails. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant, Contest Entry and/or other information 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 Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

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, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

For the Winners List, email your request to <u>contest@trusscore.com</u>. The subject of the email must contain, "Winners List – Win a Trusscore Dream Garage Contest". Requests for the winner list must be received within 60 days of the end of the Contest Period.

