

**BULK BARN Best Birthday Cake Photo Contest  
OFFICIAL CONTEST RULES AND REGULATIONS**

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By entering this Contest (defined below), entrants agree to abide by these contest rules and regulations (the “Official Rules”). The Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook® or Instagram®. Facebook® and Instagram® are 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 Facebook® or Instagram®.

**NO PURCHASE NECESSARY. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.**

**1. PROMOTION PERIOD:** The BULK BARN Best Birthday Cake Photo Contest (the “Contest”) is sponsored by Bulk Barn Foods Limited (the “Sponsor”). The Contest begins at 12:00:00 AM Eastern Standard Time (“EST”) on July 6, 2017 and ends at 11:59:59 PM EST on July 19, 2017 (the “Contest Period”) after which time the Contest will be closed and no further entries shall be accepted.

**2. ELIGIBILITY:** To enter and be eligible to win, a person must, at the time of entry: (i) be a resident of Canada (excluding the province of Quebec and the Territories); and (ii) have reached the age of majority in the province in which he/she resides. Entrants may be asked to provide proof of age and residency prior to being declared a winner. Entrants must have a valid Facebook® account or a public Instagram® account to participate. This Contest is not open to employees, representatives or agents of the Sponsor, franchisees of the Sponsor or their employees, the Sponsor’s advertising or promotional agencies, or their respective affiliates, or to members of any of their immediate families (regardless of where they live) or to any persons whom they are domiciled (whether related or not). In these Official Rules, “immediate family” means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse (regardless of where they live) or persons whom they are domiciled (whether related or not).

**3. HOW TO ENTER THE CONTEST: NO PURCHASE NECESSARY.** This is an online contest only. To enter the Promotion, you must: (i) take an original picture of a birthday cake (the “Photo”) (see rule 4 for Photo Content requirements) (ii) follow the online instructions at the Contest’s webpage at <http://bulkbarn.votigo.com/fbcontests/profiletab/Best-Birthday-Cake-Photo-Contest> to upload your Photo, to your personal Instagram® account or to the Sponsor’s Facebook® page at Facebook.com/BulkBarnFoods, during the Contest Period; (iii) make sure that your Photo includes the campaign hashtags #BulkBarnBirthdayCake and #BulkBarn within the post (iv) follow all Contest Rules and Regulations. Please note that if your entry is through your personal Instagram® account settings must be set to “public”. Each Photo meeting the Contest requirements uploaded to the Sponsor’s Facebook® page and/or submitted through your personal Instagram® account, will constitute a contest submission (the “Submission”). Photos must also be in accordance with the Facebook® and/or Instagram® Terms of Use (<https://www.facebook.com/policies> and <http://instagram.com/about/legal/terms/>).

Submissions must be received during the Contest Period. Limit one (1) entry per person per day during the Contest Period. Multiple entrants are not permitted to share the same email address or Instagram® or Facebook® account. In the event it is determined that an entrant has entered in a fashion not sanctioned by the Official Rules and/or has submitted more than the number of Submissions permitted by the Official Rules, the entrant will be disqualified. Any attempt by any entrant to obtain more than the stated maximum number of entries by using multiple /different names, email addresses, identities, registrations and logins, or any other methods will void the person’s Submission and eligibility to win a prize and that entrant will be disqualified from the Contest and, at the sole discretion of the Sponsor, any of the Sponsor’s other promotions.

#### **4. PHOTO CONTENT:**

Each submitted Photo:

- a) must be appropriate to the theme of a birthday cake photo contest;
- b) must not, in the sole and unfettered discretion of the Sponsor, contain any nude, sexually explicit, offensive; disparaging, discriminatory, defamatory, libellous or other inappropriate content;
- c) must be intended for family audience viewing and contain only content that, in the sole and unfettered discretion of the Sponsor, is suitable for all persons including persons under the age of 13;
- d) may be submitted only once;
- e) must not have been used for another contest;
- f) must not contain any copyrighted works (other than as owned by the entrant). The entrant must be the sole owner of all right, title and interest (including any moral rights) in the photograph;
- g) must not show any persons other than the entrant; and
- h) must not contain any third party trademarks or logos.

**5. PRIZE:** There is one (1) grand prize package available to be won during the Contest Period with an aggregate retail value of approximately \$550.00), (herein collectively and individually referred to as a Prize). The Prize consists of the following: one (1) Ultimate Wilton Cake Decorating Starter Pack (approximate retail value CDN \$350); one (1) \$200.00 (CDN) "Bulk Barn" Gift Card (the "Gift Card"); and the opportunity to have one (1) one hour Private Shopping Experience at your local Bulk Barn store during the month of August 2017 (the Private Shopping Experience would take place one hour prior to store opening on a date and Bulk Barn location to be scheduled with the winner. During the Private Shopping Experience the winner will be permitted to shop with the Gift Card). The Private Shopping Experience has no retail value. The Gift Card has no cash surrender value and no expiry date. Any unused portion of a Gift Card will remain on the Gift Card until the total value of the Gift Card is used (for example: if \$100.00 (CDN) is used for the first purchase, \$100.00 (CDN) will remain on the card and so forth until the total value of the Gift Card is used). Gift Cards can be used at any "Bulk Barn" location. Prize must be accepted as awarded without substitution, are not transferable, not for resale and have no cash surrender value. The Sponsor reserves the right, in the event that a Prize or any portion thereof cannot be awarded as described for any reason, to substitute another prize of equal or greater value, without liability. Winners are responsible for all costs and expenses incurred by them in claiming or using a Prize.

**6. ODDS:** The odds of winning are dependent on the total number of eligible entries received during the Contest Period.

**7. DRAW DETAILS:** All Submissions posted may be screened to determine that they have met the basic eligibility requirements outlined in section 3 and 4. A random draw to select (1) eligible entry from all eligible Submissions received during the Contest Period will be held 9:00:00 AM EST on July 20, 2017 (the "Draw Date").

**8. WINNER CONTACT DETAILS:** THE SELECTED ENTRANT WILL BE NOTIFIED BY THE SPONSOR VIA COMMENT ON THEIR PHOTO WITH INSTRUCTIONS ON HOW TO CONTACT THE SPONSOR THROUGH E-MAIL or by phone within two (2) business days of being selected. If a selected eligible winner: (a) does not respond to the Sponsor by phone or email within (5) business days of first notification; or (b) fails to correctly answer the skill-testing question (see rule 9), then he/she will be disqualified and forfeit his/her opportunity to be a selected eligible winner. The Sponsor will not be responsible for failed attempts to contact a selected eligible winner. In case of a dispute concerning the

identity of the individual who submitted an automatic entry, the entrant will be deemed to be the social media account holder of the account under which the entry was submitted.

**9. SKILL-TESTING QUESTION:** To be declared a winner, the selected entrant must answer correctly, without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question to be administered by telephone or email. By accepting the Prize, each winner: (a) confirms compliance with these Official Rules; (b) acknowledges acceptance of the Prize as awarded; (c) releases the Sponsor, its affiliates, franchisees, advertising and promotional agencies, and all of their respective shareholders, directors officers, employees, agents, representatives, successors and assigns (collectively, the “**Releasees**”) from any and all liability, claim or damage arising directly or indirectly, in whole or in part, from or in connection with this Contest, the eligible winner’s participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (d) grants the Sponsor the right to use such eligible winner’s name , Photo and caption, comments, voice, likeness, municipality of residence and picture in any advertising or promotion publicity carried out by the Sponsor now or in the future, in any media without compensation or notice. If an eligible winner: (a) fails to respond to first notification of selection by the Sponsor within five (5) business days; or (b) fails to correctly answer the skill-testing question, then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right to select an alternate eligible winner from among the remaining eligible entries during the applicable Contest Period (in which case the foregoing provisions of this section shall apply to such new selected eligible winner). rize will be mailed to the winners within thirty (30) days of correctly answering the skill-testing question.

By participating in the Contest, each entrant agrees to be bound by the Official Rules and warrants that all information provided in his/her Submission is true and accurate. Any fraud or non-compliance with the Official Rules will result in disqualification. Each Entrant further agrees to be bound by the decisions of the Sponsor with respect to all aspects of the Contest, whose decisions will be final and binding on all entrants in all respects.

**10. RELEASE AND INDEMNITY:** By entering this Contest, each entrant agrees to release, indemnify and hold harmless the Releasees from any and all liability, claims or damages including but not limited to claims or damages for personal injury or property damage arising directly or indirectly, in whole or in part, from or in connection with this Contest, participation therein or in any contest-related activities, or any breach by you of your obligations, or any use, collection, storage and disclosure of your personal information, or, if declared a winner any prizes (including use or misuse of any prizes). You will indemnify and hold each of the Releasees harmless in the event it is discovered that you have departed from or not fully complied with the Official Rules. This release and indemnity shall continue in force following the termination of the contest and/or awarding of any prize.

**11.** The Releasees accept no responsibility for loss, damage or claims caused by or resulting from the Contest or any Prize. Without limiting the generality of the foregoing, the Releasees will not be liable for: (i) any failure of the Contest Website during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, email, players or browsers; (iii) failure of any entry to be received for any reason including, but not limited to, technical problems or traffic congestion on the Internet or any website or on account of any combination of the foregoing; (iv) incorrect or inaccurate information, whether caused by website, mobile web, or app users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of entries in the Contest; (v) any injury or damage to an entrant’s or another person’s computer related to or resulting from participating or downloading any material in the Contest; or (vi) typographical or other errors in the offer or administration of this Contest including but not limited to errors in advertising these Official Rules, the selection and announcement of winners, or the distribution of Prizes. Entry material/data that have been tampered with or altered will be void. The user of an invalid

Instagram® or Facebook® account or email address will disqualify the entry. The sole determinant of time for the purposes of a valid entry in this Contest will be the Contest server machine (s).

**12.** Any Submission that the Sponsor and/or its designated representative(s) deems, in its/their sole discretion, to violate the terms and conditions set forth in these Official Rules will not be entered. Prior to being entered, the Sponsor and/or its designated representative(s) reserves the right, in its/their sole discretion, to edit or modify any Submission, or to request that an entrant modify or edit his/her Submission, in order to ensure that the Submission complies with the Official Rules, if a complaint is received with respect to the Submission or for any other reason. Any entries generated by script, macro, robotic, programming or any other automated means are prohibited and will be disqualified. The Sponsor and/or its designated representative(s) will not be responsible for entries which are late, lost, damaged, misdirected, garbled, illegible, deleted or incomplete.

**13.** By entering the Contest and submitting a Submission, each entrant: (i) grants to the Sponsor, in perpetuity, an irrevocable, non-exclusive, paid-up, worldwide license to publish, display, reproduce, modify, edit or otherwise use his/her Submission, 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 Submission in favour of the Sponsor; and (iii) agrees to release and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright, infringement, trademark infringement or any other intellectual property related cause of action.

**14. GENERAL DISQUALIFICATION:** Any attempt made by an entrant or other individual or entity, to deliberately damage, manipulate or undermine the legitimate operation of the Contest, including but not limited to any fraudulent claims, is a violation of the law. The Sponsor reserves the right to seek remedies and damages from any such individual or entity which makes any such attempt. Any entrant who, in the opinion of the Sponsor, is determined to be engaging in any of the foregoing activities will be immediately disqualified from the Contest.

**15. MOBILE DEVICES:** You have the option, but are NOT required to, complete and submit your photo by following the instructions provided above using a compatible mobile device. Standard data use and service rates apply and may vary according to your mobile device package and mobile service provider. Please contact your mobile service provider for details before participating in this Contest using a compatible mobile device.

**16. ROLE OF SPONSOR, FACEBOOK AND INSTAGRAM:** The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook® or Instagram. You understand that you are providing your information to the Sponsor and not to Facebook® or Instagram®. Facebook® and Instagram® are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding this Contest must be directed to the Sponsor and not to Facebook® or Instagram®.

**17. GENERAL:** The Sponsor reserves the right to modify, amend, withdraw or terminate this Contest at any time and in any way, without prior notice. Changes to the Official Rules will be posted online at:

<http://bulkbarn.votigo.com/fbcontests/profiletab/Best-Birthday-Cake-Photo-Contest>

Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, such as tampering, the Sponsor reserves the right to cancel the Contest. The Sponsor shall not be held responsible for any problems, errors or negligence that may arise or occur in connection with the Contest, including, but not limited to, any damage to an entrant's mobile phone, computer equipment, system, software or any combination thereof, as a result of the entrant's participation in this Contest.

**18.** All entries become the permanent property of the Sponsor and none will be returned. No correspondence will be entered into, except with the eligible winners.

**19.** The Contest is subject to all applicable federal, provincial and municipal laws. This Contest is void where prohibited. Any claim or legal action arising or occurring with respect to this Contest, or the awarding, acceptance, use or misuse of the Prize, shall be governed exclusively by Ontario law, and shall be resolved exclusively in either the federal or provincial courts located in Toronto, Ontario.

**20.** The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Sponsor to administer the Contest. For more information regarding the manner of collection, use and disclosure of personal information by the Sponsor, please visit <http://www.bulkbarn.ca/en/Privacy-Policy>

**21.** 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: point of sale, television, print or online advertising; the terms and conditions of these Official Rules shall prevail and govern.

For more information, contact us at: [CustomerService@bulkbarn.ca](mailto:CustomerService@bulkbarn.ca)

The Sponsor of this contest is:  
Bulk Barn Foods Limited  
320 Don Hillock Drive  
Aurora, Ontario  
L4G 0G9

Copy of full contest rules available at:

<http://bulkbarn.votigo.com/fbcontests/profiletab/Best-Birthday-Cake-Photo-Contest>