

Wolseley Keeprite Keep Chillin' Contest (the "Contest")

OFFICIAL RULES

1. SPONSOR

The Contest is sponsored by Wolseley Canada Inc. (the "Sponsor").

2. ELIGIBILITY

The Contest is only open to those customers of the Sponsor who have reached the age of majority in their province or territory of residence, and who have a credit account with Wolseley that is in good standing. Customers will require access to the internet and to a Wolseley Express account to participate in the Contest via online entry (see details below).

Employees, officers, directors, shareholders, agents and representatives of the Sponsor and its affiliates and advertising and promotion agencies and the immediate family members (i.e. spouses, parents, grandparents, children, grandchildren, and sibling) of each of the above are not eligible to enter the Contest or win a prize.

3. CONTEST PERIOD

The Contest will run from May 1, 2022 to June 30, 2022, inclusive (the "Contest Period").

4. HOW TO ENTER

a) WOLSELEY PURCHASES

Eligible Customers must satisfy the following requirements in order to earn a ballot entry for their Customer account ("Account"). A maximum of one ballot entry will be provided to a Customer's Account for those Customers who meet the purchase requirements below and an additional bonus entry ballot will be provided to Customer's Account who in addition to meeting the purchase requirements also sign up to receive marketing materials in accordance with the below requirements.

1) MINIMUM 3 PURCHASES OF ANY KEEPRITE N4A3 SERIES AIR CONDITIONERS.

Eligible Customers who purchase a minimum of three (3) purchase Keeprite N4A3 Series Products during the Contest Period will earn an entry ballot for their Customer Account. To be an eligible order, the order must be invoiced and paid in full by July 8. It is the responsibility of Customers to pick up their order upon being notified that the order is ready for pick up.

Wolseley Express registration is required to sign into the site and enter online. If you do not already have a Wolseley Express account but have an existing credit or cash account with the Sponsor, you are eligible to sign up for Wolseley Express. Online registration will require you to do the following:

1. Go to www.wolseleyexpress.com.
2. Choose your appropriate division from the home page.
3. Once on the division landing page, choose 'Register' at the top right-hand corner.
4. Choose the 'I have an existing account with Wolseley Canada' option.

5. Fill in customer information on the form supplied and choose 'I accept'.

The form is then submitted via email to a regional Credit Administrator for verification of proper account standing. Once your application has been approved you will be sent a password via email.

Please note: This process can take up to 3 business days for completion. This may affect an entrant's ability to enter the Contest via this method within the Contest Period timeline. Entrants are responsible to ensure their entries meet the requirements of the Contest Rules.

You must be an existing account holder with Wolseley Canada to qualify relating to the purchase of Wolseley products on Wolseley Express

If you DO NOT have an existing account with Wolseley Canada, you can apply for an account by doing the following:

1. Go to www.wolseleyexpress.com.
2. Choose the 'I am a new customer: Wolseley Canada Credit Application' or click here: <https://www.wolseleyexpress.com/UserRegistration/AccountPage>
3. Once you have an account number, follow steps outlined below for existing account holders and click here to register with Wolseley Express: <https://www.wolseleyexpress.com/UserRegistration/Registration>

Please note that the turnaround time to set up a new account will be dependent on the credit information supplied and the response time of the credit contacts. This may affect an entrant's ability to enter the Contest via this method within the Contest Period.

5. PRIZES

There is a total of three (3) prizes available to be won:

- a) One UEIHUB6 Smart Charging kit –market value (sell) - \$800
- b) One UEIKANE479 Digital clamp multi meter with temperature with a manometer kit (UEIEM201SPKIT) –value (sell) - \$600
- c) One UEIKANE458SKIT Combustion Analyzer kit w/ Printer –market value (sell) - \$2200

Prizes are awarded only to the Customer Accounts associated with eligible purchasers. No prizes are awarded to individual employees, officers, directors, or agents of a Customer.

Total Value of all prizes: \$3600.00 (CAD)

6. DETERMINATION OF WINNERS

Three (3) ballot entries will be selected as the winner of the prize via a random draw by the Sponsor on or about July 15, 2022 at Burlington, Ontario.

The Sponsor will contact the selected Customer Account winner via the main email address or telephone number associated with the Customer Account, as applicable, within five (5) business days of the prize drawing. If a selected entrant cannot be contacted within ten (10) business days of the first attempt to contact or, if contacted, does not claim the prize, or does not meet all the Contest conditions outlined in these rules, the selected entrant will be disqualified and forfeits the prize, and another entrant may be randomly drawn from among all remaining eligible entries whom a representative of the Sponsor will attempt to contact, and who will be subject to disqualification in the same manner. The Sponsor is not

responsible for failed attempts to notify any selected entrant. Upon prize forfeiture, no compensation will be given. Odds of winning will be solely dependent on the total number of eligible entries received via all entry methods during the Contest Period.

7. PRIZE SUBSTITUTION

All prizes are non-exchangeable, non-transferable, non-refundable, and must be accepted as awarded with no substitutions. The Sponsor reserves the right, in its sole discretion, to substitute and/or modify any prize or prize portion with (a) prize(s) of equal or greater value for any reason.

8. WINNER CONDITIONS

To be declared a winner, a selected entrant must first: (i) have complied with, be in compliance with, and continue to comply with these Rules; (ii) correctly answer, unaided, a time-limited, mathematical skill-testing question to be administered by phone; and (iii) sign and return a Declaration and Release form within a specified period of time.

Refusal by a selected entrant to execute the Declaration and Release form and/or failure by a selected entrant to return the signed Declaration and Release form within a specified period of time will cause the applicable prize to be forfeited and, at the sole discretion of the Sponsor, awarded to an alternate winner.

9. PUBLICITY

By accepting a prize, each winner agrees that the Sponsor and its respective designees may use his/her name, photographs, videos, likenesses, city of residence, biographical information, prize information and/or statements about this Contest for advertising and/or publicity purposes in any and all media now or hereafter known throughout the world in perpetuity without compensation, notification, or permission, unless otherwise prohibited by law.

10. GENERAL

The Sponsor reserves the right, in its sole discretion, to cancel or suspend part or all of this Contest at any time without notice and for any reason, including if in the judges' opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Contest, or if virus, bugs, non-authorized human intervention or other causes corrupt or impair the administration, security, fairness, or integrity and proper play of the Contest. In the event of cancellation, the Sponsor may void any entries it suspects are at issue and, at its discretion, award some or all prizes at issue in a random drawing from among all non-suspect, eligible entries received up to the time of termination.

11. TAMPERING

All entries that are incomplete, illegible, damaged, irregular, have been submitted through illicit means, or do not conform to or satisfy any condition outlined in the rules may be disqualified by the Sponsor. The Sponsor is not responsible for lost, stolen, delayed, damaged, misdirected, late or destroyed entries, typographical or other production errors, or any errors or omissions in printing or advertising related to this Contest. 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 that person's entries and eligibility to win the prize and that participant will be disqualified from the Contest and, at the sole discretion of the Sponsor, any of the Sponsor's other promotions. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, contest entry services) will void all entries by that entrant.

The Sponsor assumes no responsibility for failure of the internet or the website during the Contest, for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any email or traffic congestion on the internet or at any website, or any combination thereof including any injury or damage to an entrant's or any other person's computer related to or resulting from playing or downloading any material in the promotion. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

12. RELEASE AND LIABILITY

By entering this Contest, entrants forever release and hold harmless the Sponsor, their advertising and promotional agencies, their affiliates and respective directors, officers, owners, partners, employees, agents, dealers, representatives, successors and assigns (collectively, the "**Releases**") from any and all damages, injuries, death, loss, or liability to person or property, due in whole or in part, directly or indirectly, by reason of entering the Contest, the acceptance, possession, use or misuse of any prize, or while preparing for and/or participating in any Contest and/or prize-related activity.

13. CONSTRUCTION

All issues and questions concerning the construction, validity, interpretation and enforceability of these rules, or the rights and obligations of entrants and the Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the Province of Ontario without giving effect to its conflict of law rules and provisions. All entrants consent to the jurisdiction and venue of the Province of Ontario. All entrants expressly agree that the Ontario courts shall have sole jurisdiction over any dispute or litigation arising from or relating to this Contest and agree to submit to the laws of and the jurisdiction of the federal courts of Canada and provincial courts of the Province of Ontario, and hereby waive the jurisdiction of any other court that now or in the future could be considered competent for any reason. The venue shall only be Toronto, Ontario.

14. QUÉBEC

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.