

## **Wolseley Brock 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 April 1, 2022 to June 15, 2022, inclusive (the “**Contest Period**”).

#### **4. HOW TO ENTER**

##### **a) IN-STORE OR ONLINE WOLSELEY PURCHASES**

Eligible Customers must satisfy the following requirements in order to earn a ballot entry for their Customer account (“**Account**”).

##### **1) MINIMUM 1 PURCHASE IN-STORE OR ON WOLSELEY EXPRESS OF BROCK AC UNIT, HEAT PUMP OR AIR HANDLER PRODUCTS.**

Eligible Customers will earn a ballot for every BROCK AC unit, heat pump or air handler product they purchase between April 1, 2022 and June 15, 2022. Customers can also get an extra ballot if they place their order via our online ordering system (e-commerce platform), Wolseley Express. To be an eligible order, the order must be invoiced and paid in full by June 15, 2022. It is the responsibility of Customers to pick up their order upon being notified that the order is ready for pick up. Some exceptions may apply for delivery orders where products are unavailable or out of stock. If an order is processed during the Contest Period, but Wolseley is unable to deliver some or all of the products pursuant to the order for the reasons that the products are unavailable or out of stock and they fulfill the other requirements towards the contest, a ballot will be granted to the Customer Account.

##### **b) NO PURCHASE NECESSARY MAIL OPT-IN**

Mail an envelope or postcard containing your name, Customer Account number, address, phone, and email address to: Wolseley’s Brock Be Cool Contest c/o Wolseley Canada, 880 Laurentian Drive, Burlington ON L7N 3V6

Limit of one (1) mail-in ballot per Customer Account. All mail entries must be received by 4:59 pm on June 15, 2022.

## **5. PRIZES**

There is a total of six (6) grand prizes or Mega Cool Prize, six (6) second prizes or Pretty Cool Prize, six (6) third prizes or Mini Cool Prize and ninety (90) Brock Keep It Cool Kits available to be won. The prizes will be distributed between the six (6) regions Wolseley Canada serves, these being: Atlantic, Quebec, Ontario, Midwest, Alberta & BC. Each region will have one (1) grand prize winner, one (1) second prize winner, one (1) third prize winner and fifteen (15) Brock Keep It Cool Kit winners.

The six (6) grand prizes or Mega Cool Prize are Wolseley Shopping Credits worth \$2,000.00 each towards future purchases on the Customer Account, redeemable at Wolseley Branches. Prizes are awarded only to the Customer Accounts associated with eligible purchasers or no purchase entry. No prizes are awarded to individual employees, officers, directors, or agents of a customer.

The six (6) second prizes or Pretty Cool Prize are a Milwaukee 2997-22 M18 FUEL Hammer Drill/Impact Brushless Cordless 2-Tool Combo Kit worth \$466.86 and a Brock Keep It Cool Kit. Prizes are awarded only to the Customer Accounts associated with eligible purchasers or no purchase entry. No prizes are awarded to individual employees, officers, directors, or agents of a customer.

The six (6) third prizes or Mini Cool Prize are a Milwaukee 2719-21 M18 FUEL Hackzall Kit worth \$274.40 and a Brock Keep It Cool Kit. Prizes are awarded only to the Customer Accounts associated with eligible purchasers or no purchase entry. No prizes are awarded to individual employees, officers, directors, or agents of a customer.

In addition to the first three prizes, there are ninety (90) Brock Keep It Cool Kit made up of three (3) Milwaukee products and promotional items or swags and with a cost equivalent to \$150 each kit. The kit includes one (1) Milwaukee Rover Magnetic Flood Light, one (1) Milwaukee Tinted Safety Glasses, one (1) Milwaukee 25' Magnetic Measuring Tape, one (1) 20 oz. MiiR Vacuum Insulated Bottle and one (1) Urban Peak® Waterproof 12 Can Cooler Bag.

**Total Value of all prizes: \$32,647.56 (CAD)**

**Total Value of prizes that will be awarded to winners in Quebec: \$5,441.26 (CAD)**

## **6. DETERMINATION OF WINNERS**

Six (6) ballot entries will be selected as the winners of the grand prizes, six (6) as the winners of the second prizes, six (6) as the winners of the third prizes and ninety (90) more will be selected as the winners of the Brock Keep It Cool Kits, via a random draw by the Sponsor on or about June 30, 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.