

"Halloween Funny Moments" CONTEST

Rules

1. The "Halloween Funny Moments" contest is held by Cascades Tissue Group, a division of Cascades Canada ULC (the "**Contest Organizer**"). The contest will take place on Facebook from October 19th, 2018, at 9:00 a.m. to October 26th, 2018, at 9:00 a.m. Eastern Time (the "**Contest Period**").
2. **Admissibilité.** This contest is open to residents of Canada except those residing in the Northwest Territories, Yukon and Nunavut, who have reached the age of majority in their province of residence at the time of entry. Employees, agents and representatives of the Contest Organizer or any company, corporation, trust or other legal entity controlled by or affiliated with the Contest Organizer, their advertising and promotion agencies, suppliers of materials or services related to the contest, as well as members of their immediate families (brothers, sisters, children, mother, father), their legal or common-law spouse and any individuals with whom these employees, representatives and agents are domiciled, are not eligible to participate in the contest. If you enter through Facebook, a Facebook account will be required to take part in the contest.

HOW TO ENTER

3. No purchase necessary

3.1 To enter the contest, proceed as follows :

- 3.1.1 Post a photo with a Halloween theme on the Cascades Fluff & Tuff™ Facebook page (the "**Post**"). The Post must be presented in a comment beneath the contest post and must comply with the conditions set out hereunder.
- 3.1.2 By posting the Post, you confirm that you are providing the authorization called for in paragraph 3.2.5 below with regard to the Post you have submitted.
- 3.1.3 Provided that your Post is in compliance, you will receive one (1) entry in the draw.

3.2 Conditions governing the Post. Les conditions suivantes s'appliquent à la Publication:

- 3.2.1. It must be original, and the contest entrant must be the sole author thereof, or have obtained all rights or authorizations required to use it in this contest;
- 3.2.2. The Post photo must be in JPG, PNG or GIF format [specify] and must not be of poor quality;

- 3.2.3. Post must not infringe on the privacy of an individual. In particular, it must not contain the person's name, image, likeness or voice, nor reveal private information about that person, without your having obtained that person's consent. In the case of a minor person, the consent of both parents, or of the legal guardian, must be obtained;
- 3.2.4. The Post shall not include inappropriate content, in particular, content that is sexually explicit, offensive, harassing, discriminatory, defamatory, violent, malicious or hateful, or that could offend the prevailing societal values or denigrate the products or services of the contest organizers or of their affiliated companies or of a third party. Nor shall it include images or suggestive language encouraging any illegal activity, nor contain commercial content showing or promoting a product or service other than those of the contest organizers. The entrant shall make sure that all necessary authorizations have been obtained for any element of the Post consisting of material that is protected by copyright, any other intellectual property right or any other right of a third party;
- 3.2.5. In order to qualify for the contest and to enable the Post to be broadcast, each entrant shall provide the following authorization when posting their Post and shall undertake to sign the declaration shown on the Declaration and Release form to that effect in the event that they are selected:

Consent, Permission and Waiver statement regarding the Post

I hereby authorize Cascades and its representatives to reproduce, broadcast, publish, distribute, present in public, edit and modify the Post, and I declare that I have obtained the same authorization from the individuals who are depicted in the Post, and the authorization of their parents or legal guardian in the case of minors. Said authorizations are provided for the entire world, with no compensation and for an unlimited period of time, for the purposes of this contest or for any other purpose associated with the activities of Cascades including, but not limited to, for broadcast in various media including the Cascades websites, Web banners, existing Internet platforms (Facebook, Twitter, Flickr, YouTube, etc.) or advertising materials promoting this contest or future editions thereof, as the case may be, or Cascades services and/or products. I hereby authorize the use, in connection with the Post, of my first and last names and my place of residence, as well as those of the child or children appearing in the Post. I hereby declare that the Post is original, that I am the sole author thereof and that I have obtained all rights or all authorizations required to use it under the terms set out herein, and that I am not violating any law or any right of a third party. I undertake to provide the authorizations mentioned in this paragraph to Cascades and its representatives, on request. I acknowledge that Cascades and its representatives shall bear no liability regarding the use or broadcasting of the Post for the authorized purposes, and that they shall not be liable for

any contraventions of the conditions set out herein or of the conditions governing the use of the site by users. I undertake to reimburse Cascades and its representatives for any expense they may incur due to any claim or legal proceedings resulting from the use or broadcasting of the Post.

- 4. Participation limits.** Entrants must respect the following limits. Failure to do so may result in disqualification:
 - 4.1** One (1) entry per person;
 - 4.2** One (1) Facebook user account per person.

- 5. Prize.** One prize is offered, with an approximate total value of \$40 (the "**Prize**") consisting of:
 - One (1) Cascades Fluff™ plush toy valued at \$10,95;
 - One (1) Cascades Tuff® plush toy valued at \$10,95;
 - Two (2) Cascades Fluff & Tuff™ reusable bags valued at \$2,50 each;
 - One (1) rabbit tail keychain valued at \$2,75;
 - One (1) USB flash drive valued at \$7;
 - Two (2) smartphone wallets valued at \$2.10 each;
 - Two (2) pens valued at \$1.95 each.

- 6. Draw.** On October 26th, 2018, at 12:00 p.m., one (1) entry will be randomly selected from all the entries received during the Contest Period. The draw will take place at the offices of the advertising agency designated by the Contest Organizer, located at 75 Queen St., Suite 1400, Montreal, H3C 2N6, Canada.

- 7. Odds of winning.** The odds of winning depend on the number of eligible entries received.

- 8. Prize claim.** To be declared a winner, the selected entrant must:
 - 8.1** Be reached by Facebook private message prior to October 29th, 2018 at 12:00 p.m. and respond to the message prior to October 29th, 2018 at 12:00 p.m. in order to provide their contact information (name, full mailing address, email address and telephone number);

 - 8.2** Complete and sign the declaration and release form (the "**Declaration**") confirming compliance with these Rules. The selected entrant will receive the Declaration from the Contest Organizer via email and must return it in the prescribed manner so that the Contest Organizer receives the completed Declaration within five (5) business days of its receipt by the selected entrant. If a minor appears on the photo submitted with the registration of the participant, the participant must have obtained all the necessary authorizations, including the authorizations of the two (2) holders of the parental authority for the use and the assignment of this photo by the Contest Organizer;

 - 8.3** On request and in a timely fashion, produce one piece of photo identification.

9. Failure to comply with any of the conditions mentioned in these Rules or to accept the Prize will result in the selected entrant being disqualified. In such a case, the Contest Organizer may, at its sole discretion, cancel the Prize or proceed with a new draw in accordance with these Rules until a selected entrant is declared a winner.
10. Within two (2) to four (4) days of receiving the duly completed and signed Declaration, the Contest Organizer will mail the Prize to the home address of the winner.

GENERAL CONDITIONS

11. **Verification.** Entries and Declarations are subject to verification by the Contest Organizer. Any entry or Declaration that is, as the case may be, incomplete, illegible, mutilated, fraudulent, received or submitted late or contains an invalid email address or is otherwise noncompliant, shall be rejected and will not entitle the entrant to an entry or to a Prize, as the case may be.
12. **Disqualification.** The Contest Organizer reserves the right to disqualify any person or to cancel one or more entries of a person who enters or tries to enter this contest using methods that do not comply with these Rules or that are unfair to other entrants (e.g. entries sent after the deadline). Such a person may be reported to the appropriate legal authorities.
13. **Conduct of the contest.** Any attempt to deliberately damage the contest Facebook page and/or any related website or site, or to undermine the legitimate conduct of the contest is a violation of civil and criminal laws. In the event of such an attempt, the Contest Organizer reserves the right to disqualify the entrant and seek damages to the fullest extent permitted by law.
14. **Acceptance of Prize.** The Prize must be accepted as described in these Rules and may not be transferred, in whole or in part, to another person, replaced by another prize or exchanged for cash, except as provided in the following paragraph.
15. **Prize substitution.** Should it be impossible, difficult and/or more expensive for the Contest Organizer to award the Prize (or any portion thereof) as described in these Rules, the Contest Organizer reserves the right to award the Prize (or any portion thereof) of similar nature and equal value, or, at its sole discretion, the value of the Prize (or any portion thereof) indicated in these Rules, in cash.
16. **Limitation of liability: Use of the Prize.** By entering this contest, any entrant selected for the Prize releases and holds harmless the Contest Organizer, any company, corporation, trust or other legal entity controlled by or affiliated with the Contest Organizer, their advertising and promotion agencies, their employees, agents and representatives (the "**Released Parties**") from and against any damage that may arise out of acceptance or use of the Prize.

- 17. Facebook page operation.** The Contest Organizer in no way guarantees that the Facebook page or any related website or site will be accessible or operational without interruption for the duration of the Contest Period, or that it will be free of errors.
- 18. Limitation of liability: Conduct of the contest.** The Released Parties disclaim all liability for any of the following that may limit or prevent any person from entering the contest: malfunction of any computer component, software or communication line, the loss or absence of a communication network, or any transmission that is faulty, incomplete, incomprehensible or erased by any computer or network. The Released Parties further disclaim all liability for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any Web page or software, or by the transmission of any information related to participation in the contest.
- 19. Contest modification.** The Contest Organizer reserves the right, at their sole discretion, to cancel, terminate, modify or suspend, in whole or in part, this contest should human intervention or an event take place that could interfere or affect the proper administration, security, impartiality or conduct of the contest as provided by these Rules, subject to the approval of the *Régie des alcools des courses et des jeux du Québec*, if required.
- 20. Termination of participation in the contest.** In the event that the computer system is unable to register all the contest entries during the Contest Period for any reason whatsoever, or if contest participation must be terminated in whole or in part before the date indicated in these Rules, the Prize may be awarded according to terms and conditions to be determined by the Contest Organizer, at its sole discretion.
- 21. Prize limit.** Under no circumstances shall the Contest Organizer be required to award more Prizes than indicated in these Rules or to award a Prize in a manner other than that stipulated herein.
- 22. Limitation of liability: Participation in the contest.** Persons who enter or try to enter this contest release the Released Parties from any liability or damage they may incur as a result of their participation or attempt to participate in the contest.
- 23. Authorization.** By entering this contest, the entrant selected for a prize authorizes the Contest Organizer and its representatives to use, if required, his/her name, province and city of residence, photo, likeness, voice and/or statement regarding the Prize, for publicity purposes, without compensation.
- 24. Communication with entrants.** The Contest Organizer may send communications or correspondence to the entrants in relation to this contest. Furthermore, by entering the contest, each entrant must confirm that they agree to receive commercial electronic communications from Cascades. The entrant can unsubscribe at any time using the unsubscribe mechanism included in each electronic message without affecting the validity of their contest entry.
- 25. Personal information.** The personal information collected about the contest entrants will be used solely to administer the contest and to send commercial communications

and correspondence from the Contest Organizer, except as provided in the preceding paragraph.

- 26. Property.** The Declarations are the property of the Contest Organizer and shall not under any circumstances be returned to entrants.
- 27. Decision by the Contest Organizer.** Subject to any decision of the *Régie des alcools, des courses et des jeux du Québec*, in connection with any matter under its jurisdiction, any decision by the Contest Organizer or its representatives pertaining to this contest is final and without appeal.
- 28. Disputes.** For entrants who are residents of Quebec, any dispute respecting the organization or conduct of a publicity contest may be submitted to the *Régie des alcools, des courses et des jeux* for a ruling. Any dispute respecting the awarding of the Prize may be submitted to the Régie solely for the purpose of helping the parties reach a settlement.
- 29. Unenforceability.** If a section of these Rules is declared or deemed illegal, unenforceable or invalid by a competent court, that section shall be considered invalid, but all unaffected sections will be applied within the limits of the law.
- 30. Facebook platform.** This contest is not associated with, managed or sponsored by Facebook. Any questions, complaints or comments related to the contest must be submitted to the Contest Organizer, not Facebook. Facebook and its subsidiaries, directors, executives, agents and employees will not be held liable for any claims resulting from or related to the organization of the contest. However, by entering this contest, every entrant consents to the terms and conditions of use, agreements and other policies and/or guidelines governing the Facebook platform, and releases the Contest Organizer, any company, trust or other legal entity controlled by or related to the foregoing, their respective advertising or promotion agencies, their respective employees, agents or representatives from any liability or damage that said entrant may incur through the use of this platform.
- 31. Language.** In the event of a discrepancy between the French and the English versions of these Rules, the French version shall prevail.