

# **“Chocolate Comfort” CONTEST**

## **Rules**

- 1.** The “Chocolate Comfort” contest is being held by the Cascades Tissue Group, a division of Cascades Canada ULC (the “**Contest Organizer**”). The contest will take place online from March 24th, 2020, at 9:00 a.m. to March 31<sup>st</sup>, 2020, at 9:00 a.m. Eastern Time (the “**Contest Period**”).
- 2. Eligibility.** This contest is open to residents of Québec, who have reached the age of majority 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. An email account is required to participate in the contest.

## **HOW TO ENTER**

### **No purchase necessary**

#### **3. Registration**

**3.1** To enter the contest, visit the Cascades Fluff & Tuff™ website (the “**website**”) or use the Cascades Fluff & Tuff sponsored post on Facebook or Instagram and proceed as follows during the contest period:

**3.1.1** You must complete all the required fields on the contest entry form on the website:

- First Name\*
- Last Name\*
- Email Address\*
- Phone Number\*
- Postal Code\*

**3.1.2** Make sure that you have checked the two mandatory boxes to complete your contest entry; otherwise, it will not be valid.

- You must confirm that you have read and accept all of the Contest Rules, by checking the appropriate box;
- Confirm that you are not a robot by checking the appropriate box.

**3.1.3** You must click "Enter". Your registration will then be recorded.

**4. Participation limits.** Entrants must respect the following limits. Failure to do so may result in disqualification:

**4.1** One (1) entry per email address;

**4.2** One (1) entry per person and per email address if entrant has more than one email address.

**5. Prizes.** There are four (4) prizes to be won, with a total approximate value of CAN\$920 the "**Prizes**"). Each Prize has a total approximate value of \$230 and includes:

- One (1) Fluff™ and Tuff™ milk chocolate valued at approximately \$180;
- Three (3) Cascades Fluff® products valued at approximately \$8.90 each;
- One (1) pair of Fluff™ and Tuff™ stuffed animals valued at approximately \$11.95 each.

**6. Draws.** On March 31<sup>st</sup>, 2020, at 9:30 a.m., four (4) entries 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 1, place Ville Marie, 21<sup>st</sup> floor, Montréal, Québec, H3B 2C6, 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 telephone by April 2, 2020 at noon (ET) in order to provide his/her contact information (name, full mailing address, email address and telephone number). The Contest Organizer will send a confirmation email to the selected entrants to facilitate submission of their contact information. If a prize email notification is returned undeliverable, the Contest Organizer may, at its sole discretion, disqualify the selected entrants;

**8.2** Complete and sign the declaration and release form (the "**Declaration**") confirming compliance with these Rules and correctly answer the mathematical skill testing question on the declaration form. The Declaration will be attached to the confirmation email sent by the Contest Organizer and the selected entrant must return it in the prescribed manner so that the Contest Organizer receives it within two (2) business days of its receipt by the selected entrant;

**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. The Contest Organizer will mail the Prize to the winner within two (2) business days of receiving the duly completed and signed Declaration, to the address specified by the winner. While care will be taken with regard to the packaging and the carrier, the Contest Organizer cannot guarantee the condition of the chocolate upon delivery or be held liable if the latter has been damaged. Likewise, the Contest Organizer shall not be liable for late deliveries or any inability to deliver due to any circumstance beyond its control, such as an interruption in postal service or if the public authorities were to impose any restrictions preventing or delaying the delivery of the Prizes.

## **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, in violation of third-party rights). 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 Prizes.** The Prizes 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. **Prizes substitution.** Should it be impossible, difficult and/or more expensive for the Contest Organizer to award the Prizes (or any portion thereof) as described in these Rules, the Contest Organizer reserves the right to award the Prizes (or any portion thereof) of similar nature and equal value, or, at its sole discretion, the value of the Prizes (or any portion thereof) indicated in these Rules, in cash.
16. **Prizes warranty and suppliers of the Prize.** All participants selected for a prize recognize that the only warranty applicable to the Prize is the standard manufacturer's warranty, if applicable, and that once the Prize is received, all related obligations shall become the responsibility of the suppliers of the products and services constituting the Prizes.

- 17. Limitation of liability: Use of Prizes.** By entering this contest, any entrant selected for a 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, representatives and Facebook (the "**Released Parties**") from and against any damage that may arise out of acceptance or use of the Prize, without limiting the generality of the foregoing including in particular due to any food allergy.
- 18. Website.** The contest Organizer does not warrant that access to or use of the Contest Website or any related site will be uninterrupted during the Contest Period or error-free.
- 19. 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.
- 20. 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.
- 21. 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 Prizes may be awarded according to terms and conditions to be determined by the Contest Organizer, at their sole discretion.
- 22. 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.
- 23. 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.
- 24. 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 Prizes, for publicity purposes, without compensation.
- 25. 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.

- 26. 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.
- 27. Property.** The Declarations are the property of the Contest Organizer and shall not under any circumstances be returned to entrants.
- 28. 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.
- 29. 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.
- 30. 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.
- 31. 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.
- 32. Instagram 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 Instagram. Instagram 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.

- 33. Language.** In the event of a discrepancy between the French and the English versions of these Rules, the French version shall prevail.