

Mary Brown's Inc. ("Sponsor")

Tell Mary Survey \$250.00 CDN GC ("Contest")

OFFICIAL RULES AND REGULATIONS

Open to residents of Ontario, Newfoundland and Labrador, Nova Scotia, Prince Edward Island, New Brunswick, Manitoba, Saskatchewan, Alberta, British Columbia, and Northwest Territories (the "**Participating Provinces**"). No Purchase Necessary.

1. **CONTEST PERIOD:** This contest has no official end date and may be changed under review from time to time to determine feasibility and end date. (the "**Contest Period**").

2. **ELIGIBILITY:** To enter and to be eligible to win a Prize (as defined below) you must be a legal resident of a Participating Province who is 18 years of age or older at the time of entry. You are not eligible to enter if you are, reside with (whether or not related), or are an immediate family member of, an employee, director, officer, or retiree of the Sponsor its parent, related affiliated companies, subsidiaries, franchisees, advertising and promotional agencies or any other parties engaged in the development, production or distribution of Contest materials. For the purpose of these Rules, "**immediate family member**" means spouse, parent, child, or sibling.

3. HOW TO ENTER:

An "**Eligible Entry**" is an entry into the Contest made by an Eligible Entrant as a result of either (i) entering through the "Tell Mary" survey hosted on the SMG platform with an **Eligible Purchase**");

- (a) **NO PURCHASE NECESSARY.** To enter the Contest without making a purchase, print during the Contest Period, visit <https://marybrowns.com/tell-mary-no-purchase/> read and accept these Rules and follow the instructions to complete online entry with your name, address, email telephone number and Written Submission. The following additional rules apply to written submissions: Limit of one (1) no-purchase ballot entry per day during the Eligible Period. Entrants cannot submit Written Submissions that are duplicated or reproduced, and each Written Submission must be unique and the original work of the entrant submitting it and cannot. Use of Chat GPT or any other program to generate a Written Submission is strictly prohibited. Written Submissions must be submitted in English or French. Sponsor reserves the right to reject any Written Submission it determines violates these Rules, in its sole discretion.

All entries to the Contest become the property of the Sponsor. Entrants who have registered through fraudulent means or have provided false or misleading information will be disqualified.

4. **ODDS OF WINNING:** Odds of winning depend on the number of entries received prior to each monthly Draw Date.

5. **PRIZES:** There is 1 monthly prize available, for a total of 12 prizes to be won in a 12 month period of a \$250.00 Mary Brown's Gift Card (the "**Prizes**") for a total of \$3000.00 CDN in broken into 12 gift cards. Prizes are not redeemable for cash and must be accepted as described. Winners (defined below) will not be entitled to the difference; Prizes will be delivered to the address provided by the Selected Entrant. Sponsor reserves the right to substitute a Prize or any part for a prize of equivalent retail value if such Prize cannot be awarded as described for any reason.

All fees or expenses other than those expressly mentioned in the are responsibility of the Winner which include, no additional compensation will be awarded in lieu thereof.

6. **WINNER SELECTION:** A random draw will occur at approximately 11:00:00 am EST at Mary Brown's head office, the last Friday of each month beginning in December 2023 and onward (each a "**Draw Date**") to select a potential winner of a Prize (a "**Selected Entrant**"). Draws will be held and Prizes will be determined in accordance with the Contest Schedule (each, a "**Draw**"). Entries received prior to each Draw Date will be eligible to win that Draw as well as subsequent Draws during the Contest Period. A winner of a Draw is eligible to win again if selected in a subsequent Draw for the duration of the Contest.

7. **NOTIFICATION:** The Selected Entrants will be contacted by e-mail at the address as indicated on their "Tell Mary survey. Entrants must respond within 72 hours thereof. Failure to respond to the Notification within the time stipulated will result in disqualification at the sole discretion of the Sponsor without further notice to the Selected Entrant. Should a Selected Entrant be disqualified for failing to respond to the Notification, the Prize will be forfeited and a new entrant will be selected to receive the Prize.

8. **DECLARATION OF WINNERS:** To be declared a Contest winner (a "**Winner**") and receive the allotted Prize, the Selected Entrant must first correctly answer a skill testing question and sign a release in the form provided by Sponsor, confirming compliance with these Rules, accepting the Prize as awarded, without substitution, and releasing the Sponsor and its respective shareholders, directors, officers, employees, agents, representatives, affiliates, successors and assigns (collectively, the "**Releasees**") from any liability in connection with the Contest or any Prize. The release form should one be required must be returned within the time period specified by the Sponsor or the Prize may be forfeited at the sole discretion of the Sponsor. If the Selected Entrant (a) fails to meet the conditions set out above, (b) does not respond to the Notification within the time stipulated in section 7 above, (c) does not pick up or accept the Prize within the time stipulated by the Sponsor, (d) does not meet Contest eligibility requirements, or (e) or is not fully compliant with these Rules, the Sponsor may, in its sole discretion without right of appeal, disqualify a Selected Entrant and select an alternate Selected Entrant by random draw until a Winner is declared in respect of each Prize.

9. **ACCOUNT HOLDER:** In the event of dispute over the identity of the Selected Entrant, an entry will be declared as entered by the authorized winning survey used to submit the entry, and the Selected Entrant may be required to provide identification sufficient to show that he/she is the authorized account holder. It is the sole responsibility of entrants to notify the Sponsor in writing if the entrant changes his or her e-mail address or any other contact information during the Contest Period. The sole determinant of the time for the purposes of a valid entry in this Contest will be the Sponsor's Contest server machine(s).

10. **RELEASE:** By entering the Contest in accordance with section 3 above, each entrant releases the Sponsor from any and all liability arising out of, or in connection with, the Contest and the awarding of any Prize, now or in the future. Each Winner will consent in writing to the use of their name, city and province where they reside by the Sponsor in a format approved by that Winner, as well as any audio/video image, statements, and/or photographs in any related publicity and publication without further compensation, worldwide and in perpetuity, in any and all forms of media and social media now known or hereafter devised, including, but not limited to, the Internet, Facebook, Twitter, LinkedIn, YouTube, Pinterest, SnapChat and in any publicity or advertising carried out by the Sponsor, unless prohibited by law. The Sponsor reserves the right to post or publish any Winner's name, city, or province of residence, photograph, likeness, voice or other statements on its website and/or on the website of the Sponsor's affiliated companies and/or on the Sponsor's website for advertising and promotional purposes, where lawful, without further compensation to the Winner, worldwide and in perpetuity.

11. **GENERAL:** The Sponsor shall have no liability for loss, damage or claims caused by or resulting from the Contest or acceptance of a Prize. The Sponsor will not be responsible for late, lost, illegible, incomplete, falsified or destroyed entries and all such entries are void. Entries that have been falsified, tampered with or altered are void. The Sponsor shall not be liable for incorrect or inaccurate capture of entry information, technical malfunctions, human or technical error, printing errors, lost, delayed or garbled data or transmissions, omission, interruption, deletion, defect or failures of any telephone or computer lines or networks, computer equipment, software or any combination thereof. Entries that have been tampered with or altered are void. In the event it is determined that an entrant has entered in a fashion not sanctioned by these Rules, all of the entries submitted by the entrant will be disqualified. The Sponsor reserves the right to terminate or suspend this Contest or to amend the Rules at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned, the Sponsor reserves the right, to cancel the Contest and conduct a draw from all previously received eligible entries received. All decisions of the Sponsor in relation to the Contest are final. If any provision contained herein is determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions contained herein.

12. **PRIVACY:** The Sponsor respects your right to privacy. Personal information collected from entrants will only be used by the Sponsor or its representatives to administer the Contest. By entering the Contest, entrants consent to the manner of collection, use and disclosure of personal information as set out in the Sponsor's privacy statement, which is available at: <https://marybrowns.com/privacy-policy/>.

13. **GOVERNING LAW:** By entering the Contest, each entrant agrees (a) that any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize shall be resolved in accordance with the laws of the Province of Ontario and federal laws applicable therein, and (b) to irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario over any claim or matter arising under or in connection with the Contest or these Rules.