



## **Official Rules**

By participating in the **Proctor Silex Canada #PSHoliday Instagram Contest**, you agree to abide by the Official Rules. Proctor Silex Canada is the official Sponsor of the Contest. The promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. If you do not wish to be bound by the Official Rules, you may discontinue participating in the Contest. You cannot participate in the Contest until you have accepted the Official Rules.

**Please note:** Take caution online of accounts impersonating Proctor Silex Canada. They may follow individuals and initiate contact, seeking credit card and/or personal information. Please report and block any accounts that come to your attention outside of the following official accounts:

Instagram: @proctorsilexca - <https://www.instagram.com/proctorsilexca/>

## **AGREEMENT TO OFFICIAL RULES**

**1. NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THE CONTEST.**

### **2. ELIGIBILITY:**

To be eligible to participate in the Contest you must have valid and public Instagram account. Entries will be deemed made by the authorized account holder of the Instagram account at the time the entry is submitted. Automatic entry devices are prohibited.

Individuals who are employees, officers and directors of the Sponsor and its parent, subsidiaries, affiliates, agents, representatives, retailers, distributors, advertising and promotion agencies and their immediate families (parents, spouses, children or siblings and their respective spouses, regardless of where they reside) and household members, whether or not related, are not eligible.

To be eligible to participate in the Contest, you must be a resident of Canada (excluding the province of Quebec). Void in Quebec and where prohibited.

**FACEBOOK AND/OR INSTAGRAM ARE NOT A SPONSOR OF THIS CONTEST.**

**VOID WHEREVER RESTRICTED OR PROHIBITED BY LAW.**

### **3. HOW TO ENTER:**

Entrants must visit and follow the official Proctor Silex Canada Instagram page (@proctorsilexca), comment on one of the contest posts with the hashtag #PSHoliday and tag a friend or friends in the comment area of the contest post(s). Only one Entry per post will be accepted by each Entrant during the giveaway period. The method described above is the only

accepted way to submit a valid Entry. Any other form will be rejected. Sponsor's database computer is the official timekeeping device for the giveaway. Proof of submission is not proof of receipt. All winners will be selected at random and contacted privately via Direct Message (DM) on the date stated below by the official Proctor Silex Canada Instagram page (@proctorsilexca).

Entry Requirements: All Entries must: 1) Be the original content of the Entrant; 2) Not infringe on any third-party rights; 3) Be suitable for publication as determined at the sole and absolute discretion of the Sponsor; 4) Not include, obscenity, profanity, racist themes or material that is sexually oriented or comments regarding sexual orientation, explicit, suggestive or exploits people in a sexual or violent manner; and 5) Not contain other brands' name, labels or logos. Any Entry deemed inappropriate for any reason, as determined at the sole and absolute discretion of the Sponsor, will not be considered and will be removed. In order to be entered into the Giveaway, the Entrant must comply with the Entry instructions and each Entry submitted must meet the eligibility criteria outlined above. Once submitted, an Entry cannot be modified. All winners will be selected at random.

Entries will not be acknowledged or returned. Entrants are welcome to enter once per post per social media platform during the Giveaway Period.

Usage Rights in Entries: Sponsor and its designees shall have the unrestricted and non-exclusive right to edit, adapt, publish, copy, display, perform, broadcast, modify, and otherwise use any or all entry materials, alone or in combination with other material in any and all media, whether now known or later discovered, in perpetuity, without restriction of any kind whatsoever, without further compensation to the entrant or anyone else. Sponsor reserves the right to review any such Entry prior to any posting, to remove any Entry at any time after posting, and to remove any incidental material that could be deemed infringing where doing so would not materially alter the Entry and where the Entrant otherwise clearly intended to comply with these Official Rules, as determined by Sponsor. Potential winners may be required to assign all rights in entry to Sponsor without additional compensation. Entries may become visible to the public via Instagram and are subject to the usage terms of that platform. Entries will be deemed posted at the direction of the Entrant within the meaning of the Digital Millennium Copyright Act and the Communications Decency Act.

## **GIVEAWAY PERIOD**

Entries will be accepted from 10AM ET on December 1<sup>st</sup> to 11:59PM ET on December 12th, 2023. Entrant winners will be selected and contacted in private via Direct Message (DM) on December 14th, 2023 between 10-4PM ET. There will be six winners selected randomly on Instagram.

Any incomplete entries, as determined by Proctor SilexCanada in its sole discretion, will not be eligible. Sponsor assumes no responsibility for late, lost, incomplete, illegible, or misdirected entries.

## **4. CRITERIA FOR WINNERS:**

The winner(s) will be chosen at random.

All participants acknowledge and agree that they are participating in the Contest for free and without having to make any purchase or payment of any kind.

The decisions on all matters relating to this Contest by the Proctor Silex Canada Contest Team are final.

The potential winner(s) will be contacted within one business day after winner(s) determination, via Instagram direct message. Potential winner(s) must respond to the email within 24 hours with all requested information to confirm eligibility. Contest prizes will be mailed to the winner(s). Potential winner(s) may be required to execute and return an affidavit of eligibility, release of liability, and except where prohibited, publicity release within 24 hours of notification. Noncompliance with this time period may result in disqualification and award of prize to an alternate winner. If a potential winner(s) cannot be reached, is found to be ineligible, cannot or does not comply with these Official Rules, or if any prize or prize notification is returned as undeliverable, that potential winner(s) will be disqualified and prize may be awarded to an alternate winner. If any eligible winner is deemed a minor under the laws of his or her state or province of residence, any necessary prize claim documents must be signed by a parent or legal guardian.

#### **5. PRIZES:**

The winner(s) may not request substitutions of prize winnings. Proctor Silex Canada may, at its sole discretion, substitute prizes of comparable value or cash. Prizes will only be shipped within Canada, excluding Quebec.

Winners are responsible for paying all costs and expenses related to the prize that are not specifically mentioned, including, but not limited to, all federal, state, provincial and local taxes, if any, and any other expenses that might reasonably be incurred by the winner(s) in receiving or using the prize.

#### **ODDS OF WINNING**

Odds of winning depend on the number of eligible entries received.

#### **6. RESTRICTIONS ON CONEST:**

Proctor Silex Canada reserves the right to disqualify, delete, or edit the content of an entry, in its sole discretion, if Proctor Silex Canada determines that the entry does not comply with the requirements of these Official Rules or with regulatory guidelines. You must own all rights in and to your entry. By submitting material, you grant Proctor Silex Canada an unrestricted, nonexclusive, royalty-free, perpetual, irrevocable and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute and display such material throughout the world in any media. You further agree that Proctor Silex Canada is free to use any ideas, concepts, and/or know-how that you or individuals acting on your behalf provide to Proctor Silex Canada. You grant Proctor Silex Canada the right to use the name you submit in connection with such material, if they so choose. You represent and warrant that you own or otherwise control all the rights to the content you post; that the content is accurate; that use of the content you supply does not violate any provision herein and will not cause injury to any person or entity; and that you will indemnify Proctor Silex Canada for all claims resulting from content you supply. Proctor Silex Canada will have the right to edit, adapt and publish any or all of the entries, and may use them in any media, whether or not associated with the Contest, without attribution or compensation to you (the Entrant), to any individual depicted in the entry, your/his/her respective successors or assigns, or any other entity unless prohibited by law. The Entry must not:

- Contain material, images or content that violates or infringe another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement.
- Contain any ideas or content that you consider proprietary or that are proprietary to any other party.
- Contain individuals, or images of any individual, item, or image, for which you do not have full authorization to use in connection with the entry.
- Contain or feature anyone who is under the age of majority in their province or state.

Proctor Silex Canada reserves the right, in its sole discretion, to reject and/or disqualify any entry, that Proctor Silex Canada deems, in its sole discretion, to be, obscene, defamatory, profane, offensive, lewd, pornographic, false, misleading, deceptive, or otherwise inconsistent with its editorial standards, audience expectations, or reputational interests or that Proctor Silex Canada believes may violate any applicable law or regulation or the rights of any third party.

## **7. LIMITATIONS OF LIABILITY**

By participating in the Contest, each Entrant agrees to release and hold Proctor Silex Canada, and its employees, officers, directors, agents, advertising, promotion, and fulfillment agencies, and legal advisors, harmless from any and all losses, damages, rights, claims, demands, costs, expenses and actions of any kind in connection with the Contest, the entry process, or resulting from the acceptance, possession, use or misuse of any prize, including without limitation, personal injury, death, and property damage, and claims based on publicity rights, defamation, or invasion of privacy.

Proctor Silex Canada, its employees, officers, directors, agents, advertising, promotion, and fulfillment agencies, and legal advisors are not responsible for error, omission, interruption, deletion, defect, or delay in operations or transmission; computer transmissions, or for technical, electronic, hardware or software, network, Internet, or computer malfunctions of any kind; or inaccurate transmission of, or failure to receive registration information by Proctor Silex Canada on account of technical problems or traffic congestion on the Internet or at any Web site or any combination thereof.

## **8. GENERAL TERMS AND CONDITIONS**

By participating in the Contest, the participants agree to be bound by the Official Rules. These rules will be interpreted by Proctor Silex Canada's sole discretion, and all determinations made pursuant to these rules by Proctor Silex Canada are final and binding.

By accepting a prize, the winner grants Proctor Silex Canada the right to use the winner's name, voice, signature, video, photo and likeness for advertising, publicity, promotional and other purposes in any and all media, now or hereafter devised, throughout the world in perpetuity, without additional compensation, notification or permission, except where prohibited by law.

All federal, state, provincial and local laws and regulations apply. Proctor Silex Canada may, to the maximum extent permitted by applicable law and in its sole discretion, change these rules or cancel, modify, terminate or suspend the Contest at any time and for any reason.

Proctor Silex Canada may terminate and permanently disqualify any participant who, in Proctor Silex Canada's sole discretion, determines as being in violation of the Official Rules. All decisions by Proctor Silex Canada are final.

### **Proctor Silex Canada's contact info is as follows:**

Rachel Niyonkuru – Flying Camel Advertising, Design +PR

Email: [rachel@flyingcamel.com](mailto:rachel@flyingcamel.com)

Phone Number: 289-337-0560 ex.106

The terms set forth the entire agreement between the parties relating to the subject matter hereof, and supersede all prior agreements and understandings relating thereto, whether oral or written.