## STAPLES UP MY CHAIR GAME CONTEST - OFFICIAL RULES

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR TO WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. ODDS OF WINNING DEPEND ON THE NUMBER OF ELIGIBLE ENTRIES.

THE CONTEST IS OPEN ONLY TO LEGAL RESIDENTS OF CANADA WHO MEET THE ELIGIBILITY CRITERIA SET OUT IN THESE OFFICIAL RULES (THE "OFFICIAL RULES"). THE CONTEST AND OFFICIAL RULES SHALL BE GOVERNED BY THE LAWS OF CANADA. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

- 1. **PROMOTION TIMING:** The Staples Up My Chair Game Contest ("Contest") begins at 8:00 a.m. Eastern Time ("ET") on October 23rd ("Contest Start Date") and ends at 11:59 p.m. ET on November 12<sup>th</sup> ("Contest Period").
- 2. **ELIGIBILITY:** The Contest is open to legal residents of Canada, who are:
  - a. of the legal age of majority in their province or territory of residence as of the Contest Start Date; or
  - b. are thirteen (13) years of age or older, but have not yet reached the legal age of majority in their province or territory of residence as of the Contest Start Date (a "Minor"), and whose parent or legal guardian has agreed on behalf of the Minor and him or herself, that each of them shall be bound by the Official Rules.

Notwithstanding the foregoing, no employee, officer, director, representative, contractor or agent (or any of their immediate family members (including parents, children, siblings or spouse), regardless of where they live, or any persons with whom any such person is domiciled, whether related or not) of Staples Canada ULC (the "Sponsor"), its affiliated companies, advertising and promotion agencies or contractors is eligible to participate in the Contest.

By participating in the Contest, each entrant agrees to be bound by the Official Rules and by the interpretation of these Official Rules by the Sponsor, which interpretation shall be final.

3. HOW TO PARTICIPATE: During the Contest Period, entrants can complete contest submission via Twitter or Instagram as outlined below. Each entrant must include all required entry information, and the account being used to enter must be a public account in order to enter the Contest. Limit: one entry per person and per legal residential address during the Contest Period (this means that if five people have the same residential address and all five people enter the Contest, only one such entry shall be valid). All entries become the property of the Sponsor and will not be returned or acknowledged.

No purchase is necessary to enter the Contest.

## Twitter:

- Like the contest announcement post and follow our Twitter page at www.twitter.com/staplescanada.
- Post a photo of your current office chair using the hashtag #UpMyChairGame and @StaplesCanada

## Instagram:

- Like the contest announcement post and follow our Instagram page at <a href="https://www.instagram.com/staplescanada">https://www.instagram.com/staplescanada</a>.
- Post a photo of your current office chair using the hashtag #UpMyChairGame and @StaplesCanada
- 4. PRIZE(S) AND APPROXIMATE RETAIL VALUES ("ARV"): Prize(s) consist of the following: One \$1000 Staples Gift Card. The ARV of each prize is CAD \$ 1000. All prize winners shall comply with all applicable local, provincial and federal laws, rules and regulations including, but not limited to, any applicable licensing and insurance requirements.¹ Prize winners will be solely responsible for any applicable registration, licence, title and insurance fees or any other fees associated with winning and accepting a prize, as well as all taxes including any local, provincial or federal taxes. Prizes must be accepted as awarded and are awarded "as is" with no guarantee, either express or implied. Any prize awarded is non-transferable and no cash redemption or substation is allowed, except at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize of equal or greater value if the advertised prize becomes unavailable due to reasons beyond the reasonable control of the Sponsor. No more than the advertised number of prizes will be awarded. All prizes will be awarded to confirmed winners. If by reason of a printing, typographical, human, electronic or other error, more prizes are claimed than the number set

forth in these Official Rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in the category in question. No responsibility or liability is assumed by the Sponsor or any of its affiliates, officers, directors, employees or any of Sponsor's agents associated with the administration of the Contest for any damages, losses or injury of any kind or nature resulting from participation in the Contest or the acceptance or use of any prize, howsoever caused. Winners (or the parent or legal guardian of the winner if he or she is a Minor) assume all liability for any injury or damage caused or claimed to be caused by the use of any prize.

5. AWARDING OF PRIZES: Prizes will be awarded in a random draw from among all eligible entries at 2pm on November 13<sup>th</sup> at 351 King St. East, Toronto, ON, M5A 0N1. There is a limit of one prize per person per legal residential address. The odds of winning a prize are solely dependent upon the number of eligible entries received.

In order to win, selected prize winners must correctly answer the skill-testing question at the time of contact. [Within one (1) month after the draw, winners will be notified by method of entry. There will be a total of three (3) attempts made within seven (7) business days. The entrant must reply and sign and return a declaration of eligibility and a liability/publicity release on the terms provided by the Sponsor within seven (7) business days of receiving the notification.]

If a selected entrant cannot be contacted Instagram or Twitter, or fails to return the Contest documents within the specified time, he or she will forfeit the prize, and an alternate winner may be randomly selected, in the sole discretion of the Sponsor and time-permitting.

Each winner will be informed of how to claim their prize and the date by which it can be claimed. Prizes will be distributed within [three (3) weeks] of the date the winner is declared. Upon request, and in order to claim their prize, each winner must provide proof of their age of majority or the valid consent of a parent or legal guardian if the winner is a Minor.

6. GENERAL RULES: The Contest is subject to all applicable federal, provincial and municipal laws and regulations. By entering the contest, the entrant (and his or her parent or legal guardian, if the entrant is a Minor): (i) agrees to be bound by the Official Rules and by the decisions of the Sponsor with respect to the Contest, which shall be final on all matters relating to the Contest; (ii) agrees to be contacted by the Sponsor in connection with the Contest; and (iii) consents to the collection, processing, use and storage of his or her personal information and data by the Sponsor (and any third parties involved in the administration of the Contest) for the purposes of the Contest in accordance with the Sponsor's online Privacy Policy posted at <a href="https://www.staples.ca/sbdca/en">https://www.staples.ca/sbdca/en</a> CA/content/help-centre/policies-and-legal.html#20004 13.

By accepting a prize in the Contest, each winner (and his or her parent or legal guardian, if the winner is a Minor) consents to the use of his or her name, address (city and province), photograph, likeness, voice and/or statements, without further compensation, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised, including the Internet, in any publicity or advertising carried out by or on behalf of Staples Canada ULC, at the sole discretion of Staples Canada ULC, in connection with this Contest or other contests, unless prohibited by law.

Sponsor and its agencies are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed computer or telephone transmissions, technical failure, jumbled, scrambled or misdirected transmissions, late, lost incomplete, delayed, or misdirected entries, or other error of any kind or nature whether human, mechanical or electronic in respect of any Contest entry, entrant or the administration of the Contest, including but not limited to the processing of any entries.

In the event that the Contest is compromised by virus, bug, unauthorized human intervention or other causes beyond the reasonable control of the Sponsor that corrupts or impairs the administration, security, fairness or proper play of the Contest, the Sponsor reserves the right in its sole discretion to suspend or terminate the Contest and to award prizes from among all eligible entries received prior to cancellation. Sponsor is not responsible for lost, late, misdirected, corrupted or incomplete entries. Proof of submission is not proof of receipt by Sponsor. Neither the Sponsor nor any third party administrator of the Contest will have any liability or responsibility for any claim arising in connection with any individual's participation in the Contest or acceptance or use of any prize awarded.

Any attempt to deliberately tamper with or damage any website associated with the Contest, or to undermine the legitimate operations of the Contest may constitute a violation of criminal and/or civil laws. Should such an attempt be made, the Sponsor reserves the right to seek damages from any such entrant to the fullest extent permitted by applicable law and to disqualify such entrant from the Contest. The Sponsor further reserves the right, in its sole discretion, to disqualify any entrant who violates the Official Rules, acts in an unsportsmanlike or

disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that term.

If any provision of these Official Rules is deemed to be invalid or unenforceable, in whole or in part, such provision will be deemed to be modified or restricted to the extent and in the manner necessary to render the same valid and enforceable and these Official Rules will be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be.