

**The Upside
Contest Rules (the “Official Rules”)**

1977121 Ontario Inc. (the “Upside”) is pleased to present the Upside PAX contest.

The contest is governed by the rules set out below. By entering the contest, you agree to abide by the rules and decisions of the Upside. You also agree to comply with all applicable laws. The contest is void where prohibited or restricted by law.

THE RULES

1. Contest Period

The Contest entry period starts Wednesday, May 15, 2019 (the “Entry Period”) at 12:01AM EST and continues until Monday, June 17, 2019 12:00PM EST (the “Contest Period”). Entries must be received by the Upside within that period to be eligible.

2. How to Enter

Eligible entrants may enter the contest by completing an online entry via the Instagram page of the Upside under the handle “Explore the Upside”.

Alternatively, you may receive one entry by legibly printing your name, street address, city, province, postal code, telephone number, complete email address, and the contest name on a 3 x 5 inch (or 7.5 x 12.5 cm) piece of paper and mailing it to the Upside at 1540 Cornwall Road, Suite 204, Oakville, Ontario, L6J 7W5.

All entries must be received by the Upside by the end of the Contest Period. Mail-in entries must be received by the Upside by June 17, 2019 at 12:00 PM EST to be eligible for the draw.

Only one entry is permitted per person. If multiple entries are received from an entrant, the Upside may disqualify the entrant.

3. Eligibility – Entrants

You are not required to make any purchase or pay any fee to enter or win the contest.

You may only enter the contest if you are an individual and, at the time of entry: (1) you are a legal resident of Canada (excluding Quebec) and (2) you are at least 19 years old.

Employees of Newstrike Brands Ltd. and their immediate families (i.e., their spouses, siblings, children, spouses’ parents, and the spouses of any of those individuals) and their household members (related or not), and anyone otherwise connected with the contest, are not eligible to enter the contest.

The Upside may at any time in its sole discretion disqualify any entrant who: does not meet the contest’s eligibility criteria, fails to comply with the Official Rules, attempts to enter the contest in any manner or through any means other than as described in these Official Rules, attempts to disrupt the contest or attempts to circumvent any of these Official Rules.

4. Winners

The Upside will conduct a random draw on or around Tuesday June 18, 2019 at 12:00 PM EST to select the potential contest winners in Oakville, Ontario.

A contestant who has been selected to receive a prize will be notified by email, Instagram direct message or telephone. In order for the contestant to be declared a contest winner and be eligible for a prize, they must have complied with, and remain in compliance with, these rules, and must sign and deliver to the Upside a standard declaration and release form, which will include: a declaration of the finalists' compliance with these rules, an acceptance of the prize as awarded, a publicity release, a liability release, and the correct answer to a skill-testing question, and any other documentation that the Upside may require.

The Upside shall request valid proof of identity, residency, age and other relevant documentation, and The Upside may disqualify a contestant if the Upside determines (in its sole discretion) that the provided proof is not sufficient.

If the prize notification is returned as undeliverable or if a selected contestant does not comply with all of the above requirements within the required time frames, or does not otherwise comply with these rules, the Upside may disqualify the finalist, and the contest judges will select a replacement finalist.

The Upside expects to announce the name of the final winners on or around the date of the draws (i.e., June 18, 2019).

The chances of winning will depend upon the number of entrants.

5. Prizes

There are (20) Prizes available to be won on June 18, 2019 for this contest, consisting of:

- 1 PAX 2, with box autographed by the Weeknd, with a value of \$200

The prizes must be accepted as awarded (with no substitutions), and may not be sold, transferred, or converted into cash. The winners will be solely responsible for any travel and other costs associated with obtaining or redeeming the prizes.

6. Cancellation

If for any reason the Upside cannot run the contest as planned (including as a result of bugs, tampering, unauthorized intervention, fraud, technical failures, infection by computer virus or any other cause that corrupts, impairs or affects the administration, security, fairness, integrity, or proper conduct of this contest) the Upside may cancel, modify, extend or suspend the contest. In that event, the Upside may award the prize at random from among the eligible entries received up to the time of the problem, or award no prize.

The Upside may also disqualify any individual who tampers with or in any way corrupts the entry or voting process, or who attempts to undermine the legitimate operation of the contest by cheating, hacking, deception, or other unfair practices, or by attempting to annoy, abuse, threaten or harass any other entrants or the Upside representatives.

7. Publicity

Except where otherwise prohibited by law, participation in the contest constitutes a winner's consent to the Upside' use of the winner's name, home town and photograph for promotional purposes without further notification, permission, payment or consideration.

8. DISCLAIMERS, LIABILITY AND INDEMNIFICATION

THE UPSIDE DOES NOT ACCEPT LIABILITY FOR ANY LOSS OR DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM YOUR PARTICIPATION IN THE CONTEST OR YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE.

THE UPSIDE IS NOT RESPONSIBLE FOR: (1) INCORRECT OR INACCURATE TRANSCRIPTION OF ENTRY INFORMATION OR LATE, LOST, INCOMPLETE, MISDIRECTED ENTRIES, OR ENTRIES RECEIVED THROUGH IMPERMISSIBLE OR ILLEGITIMATE CHANNELS; (2) TECHNICAL FAILURES OF ANY KIND, INCLUDING THE MALFUNCTIONING OF ANY TELEPHONE, COMPUTER, NETWORK, HARDWARE OR SOFTWARE; (3) THE UNAVAILABILITY OR INACCESSIBILITY OF ANY SERVICE; (4) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; (5) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR THE PROCESSING OF ENTRIES; OR (6) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY, INCLUDING YOUR COMPUTER, WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM YOUR PARTICIPATION IN THE CONTEST OR FROM DOWNLOADING ANY MATERIAL FROM THE UPSIDE' WEB SITE.

THE UPSIDE WILL NOT BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES IN CONNECTION WITH THE CONTEST OR THESE RULES.

BY PARTICIPATING IN THIS CONTEST, YOU RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE UPSIDE, AND THEIR EMPLOYEES, DIRECTORS, OFFICERS, AFFILIATES, AGENTS, JUDGES AND ADVERTISING AND PROMOTIONAL AGENCIES FROM ANY AND ALL DAMAGES, INJURIES, CLAIMS, CAUSES OF ACTIONS, LIABILITY OR LOSSES OF ANY KIND (INCLUDING ACTUAL LEGAL FEES AND EXPENSES), KNOWN OR UNKNOWN, ABSOLUTE OR CONTINGENT, NOW OR IN THE FUTURE ARISING FROM OR RELATED TO: (A) YOUR FAILURE TO COMPLY WITH ANY OF THESE RULES; (B) ANY MISREPRESENTATION YOU MAKE UNDER THESE RULES OR OTHERWISE TO THE UPSIDE; (C) YOUR PARTICIPATION IN THE CONTEST; OR (D) YOUR RECEIPT, USE OR REDEMPTION OF ANY PRIZE, OR YOUR INABILITY TO RECEIVE, USE OR REDEEM ANY PRIZE.

9. Personal Information Consent

You consent to the Upside using and disclosing your personal information for the purposes of administering the contest; advertising the contest and any future contests; and for the other purposes described in these rules.

10. Law

The Rules will be governed by and construed in accordance with the laws of the Province of Ontario, Canada and the federal laws of Canada applicable in Ontario.

11. Disputes

All disputes, claims and causes of action arising out of or connected with the contest, prizes or these rules will be resolved individually, without resort to any form of class action, and exclusively by the appropriate court of the Province of Ontario, Canada.

12. Further Information

For more information please contact the Upside at 1540 Cornwall Road, Suite 204, Oakville, Ontario, L6J 7W5, attention: Alannah Della Vedova, or at adellavedova@up.ca.