

THIS CONTEST IS OPEN TO RESIDENTS OF CANADA ONLY

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE OR OTHERWISE IMPACT YOUR CHANCES OF WINNING.

Standard data rates apply to participants who choose to participate in the Contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. KEY DATES:

The Entry Period for the *Egg Transformation Contest* (the “**Contest**”) begins on September 25, 2018 at 12:00:01 a.m. Eastern Time (“**ET**”) and ends on October 25, 2018 at 11:59:59 p.m. ET (the “**Entry Period**”).

2. ELIGIBILITY:

Contest is open to residents of Canada who have reached the legal age of majority in their province/territory of residence at the time of entry; except employees, representatives or agents (and those with whom such persons are living, whether related or not) of Canadian Egg Marketing Agency (operating as Egg Farmers of Canada) (the “**Sponsor**”), its affiliated entities, prize suppliers, advertising/promotion agencies, and any other individual or entity involved in the development, production, administration, judging or fulfillment of the Contest (collectively with the Sponsor, the “**Contest Parties**”).

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”).

4. HOW TO ENTER:

To enter, go to EggsAreGood.ca/contest (the “**Website**”) during the Entry Period and follow the on-screen prompts to complete the following steps:

- a) Obtain the Official Contest Entry Form (the “**Entry Form**”);
- b) Fully complete the Entry Form with all required information, which includes (i) full name; (ii) email address; and (iii) telephone number including area code;
- c) Upload one unique (1) image (the “**Image**”) of egg food art you have created that either features (or otherwise demonstrates how you would feature) one or more eggs as one of the key ingredients (the “**Theme**”). **IMPORTANT NOTE:** There is no need to feature actual eggs in the Image and featuring eggs will not increase or otherwise impact your chances of winning in this Contest;

IMPORTANT NOTE: To be eligible, your Image must: (i) be in one of the following formats: JPG, TIF, BMP, PNG; (ii) be a file that is a minimum of 2 MB and a maximum of 12 MB in size; and (iii) otherwise comply with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 7)

- d) Signify your agreement that you have read and agree to be legally bound by these Rules; and
- e) Click “**SUBMIT**”.

To be eligible, your Image must: (i) reflect the Theme; and (ii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 7 (all as determined by Sponsor in its sole and absolute discretion). Any Image that does not comply with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 7) (all as determined by Sponsor in its sole and absolute discretion) will be disqualified and will not be eligible for entry in this Contest.

Upon clicking “**SUBMIT**”, you will be eligible to earn one (1) Entry (each, an “**Entry**” and collectively, the “**Entries**”) in the Contest. To be eligible, your Entry must be submitted and received in accordance with these Rules during the Entry Period.

5. ENTRY LIMIT:

There is no limit to the number of Entries per person, but each Image used to enter must be original and unique. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) submit the same Image more than one (1) time and/or an Image that is not original to them; and/or (ii) use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s) and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry is not submitted and received in accordance with these Rules during the Entry Period; and/or (ii) the Image accompanying the Entry is not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 7) (all as determined by Sponsor in its sole and absolute discretion).

6. VERIFICATION:

All Entries, Images and entrants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute

discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Image(s) and/or any other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

7. SUBMISSION REQUIREMENTS:

BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND THE IMAGE) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE IMAGE); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER, ANY PRIZES (INCLUDING ANY USE OR MISUSE OF ANY PRIZES). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZES.

By participating in the Contest, each entrant hereby warrants and represents that any Image he/she submits:

- i. is/are original to him/her and that the entrant has obtained all necessary rights in and to the Image for the purposes of entering such Image in the Contest;
- ii. does not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. is/are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate, risky or dangerous behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor (e.g. any clothing worn and/or products appearing in your Image must not contain any visible logos, trade-marks or other third party materials unless the appropriate consents have been obtained --- note: all identifiable third party products, trade-marks, brands and/or logos for which consent has not been obtained by the entrant must be blurred out so as to be unrecognizable); conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Images. Any Image that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules is subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to request an entrant to modify, edit and/or re-submit his or her Image (or any part thereof) in order to ensure that the Image complies with these Rules, or for any other reason.

If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances to ensure that the Contest is being conducted in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules.

8. LICENSE:

By entering the Contest and submitting an Entry, each entrant: (i) grants to the Sponsor, in perpetuity, a non-exclusive, royalty-free license to publish, display, reproduce, modify, edit or otherwise use his/her Image (and each component thereof), in whole or in part, for advertising or promoting the Contest or in connection with the advertising or promotion of eggs or egg-related products; (ii) waives all moral rights in and to his/her Image in favour of the Sponsor (and anyone authorized by the Sponsor to use such Image); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Image (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

9. THE PRIZES:

Grand Prize: There is one (1) Grand Prize (the “**Grand Prize**”) available to be won consisting of one (1) cheque for three thousand dollars (\$3,000 CAD) payable in the name of the confirmed winner.

Without limiting the generality of the foregoing, the following general conditions apply to the Grand Prize: (i) Grand Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no

substitutions are permitted, except at Sponsor's option; (iii) Sponsor reserves the right at any time to substitute the Grand Prize for any reason with a prize of equal or greater value.

Secondary Prizes: There are ten (10) Secondary Prizes (each a "Secondary Prize", collectively "Secondary Prizes") available to be won, each consisting fifty two (52) coupons, each redeemable for one (1) dozen eggs, valid until December 2019. Each Secondary Prize has an approximate retail value ("ARV") of up to \$169.00 CAD. . Each Secondary Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Secondary Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. All coupons are subject to the terms and conditions of the issuer.

Early Bird Prizes: The first fifty (50) eligible participants to complete an eligible Entry in accordance with these Rules (as determined by the Sponsor in its sole and absolute discretion) will each be eligible to win an Early Bird Prize (subject to compliance with these Rules) ("Early Bird Prize"), each consisting of four (4) coupons, each redeemable for one (1) dozen eggs. Each Early Bird Prize has an ARV of \$13.00. Each Early Bird Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions are permitted, except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Early Bird Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. All coupons are subject to the terms and conditions of the issuer. The odds of winning an Early Bird Prize depend on the number of eligible entries submitted and the speed with which eligible participants complete a valid Entry in accordance with these Rules. There is a limit of one (1) Early Bird Prize per person.

The Grand Prize, Secondary Prizes and Early Bird Prizes will be referred to collectively as "Prizes" and are each a "Prize."

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part. There is a limit of one (1) Secondary or Grand Prize per person and one (1) Early Bird Prize per person.

10. ELIGIBLE SECONDARY AND GRAND PRIZE WINNER SELECTION PROCESS (SPONSOR JUDGING):

A panel of judges (the "Contest Judges") appointed by the Sponsor will judge each eligible Entry on the basis of the following criteria:

Criteria	Scoring
1. Overall appearance	50%
2. Creativity and originality	30%
3. Craftsmanship	20%

Judging: Each Entry will be given a score (the "Score") by the Contest Judges. Odds of being selected as the eligible selected entrant of a Prize depend on the number and calibre of eligible Entries submitted and received in accordance with these Rules. There will be eleven (11) eligible selected entrants associated with the top eleven (11) eligible Entries based on Score (as determined by the Contest Judges, in their sole and absolute discretion). The highest scoring selected entrant will be selected as the potential winner of the Grand Prize and the next ten (10) highest scoring selected entrants will be potential winners of a Secondary Prize (subject to compliance with these Rules). In the event of a tie between two or more eligible Entries based on Score, the eligible selected entrant associated with the eligible Entry – from amongst all such eligible Entries that are tied – with the highest score on Criteria 1 (followed in the event of a further tie by Criteria 2, then Criteria 3) will be selected as the eligible selected entrant of a Prize. In the event of an exact tie based on criteria 1, 2 and 3, a new panel of judges will be appointed by the Sponsor to break the tie in accordance with the preceding procedure. Judging is scheduled to be completed on or about October 29, 2018 (the "Selection Date"). Eligible Secondary Prize selected entrants will be announced on October 30, 2018 and the eligible Grand Prize selected entrant will be announced on November 2, 2018.

11. ELIGIBLE SECONDARY AND GRAND PRIZE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each selected entrant within five (5) business days of their Selection Date. If selected entrant cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible selected entrant from among the remaining eligible Entries in accordance with the applicable procedures outlined in Rule 10 (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

12. ELIGIBLE SECONDARY AND GRAND PRIZE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS A WINNER OR AN ELIGIBLE WINNER. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, each eligible selected entrant will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within five (5) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms continuing compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); and (iii) releases the Released Parties from any and all liability in connection with this

Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof. If a selected entrant: (a) fails to return the properly executed Contest documents within the specified time; (b) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; (c) fails to fully comply with all requirements contemplated in these Rules (including, but not limited, the requirement to correctly answer a mathematical skill-testing question); and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible entrant from among the remaining eligible Entries in accordance with the applicable procedures outlined in Rule 10 (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

13. ELIGIBLE EARLY BIRD PRIZE NOTIFICATION AND CONFIRMATION PROCESS

BEFORE BEING DECLARED AS A CONFIRMED EARLY BIRD PRIZE WINNER, and within five (5) business days of being one of the first fifty (50) valid Contest entrants, each eligible Early Bird selected entrant will be sent an email containing a mathematical skill testing question. Each eligible entrant will be required to reply to the email and correctly answer the mathematical skill-testing question without mechanical or other aid within three (3) business days of receipt. If a selected entrant: (a) fails to reply to the email within the specified time; or (b) does not correctly answer a mathematical skill-testing question; and/or (c) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Early Bird Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select the next eligible entrant from among the remaining eligible Entries in accordance with the applicable procedures outlined in Rule 9 (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

14. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial/territorial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Website and/or any other website or any platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Image, and/or other information to be received, captured, recorded or otherwise work properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, subject only to the approval of the Régie des alcools, des courses et des jeux (the "Régie") in Quebec, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <http://www.eggfarmers.ca/privacy-policy/>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, subject only to the approval of the Régie in Quebec, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant, Entry, Image(s) and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

For Quebec Residents: Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, the French version of these Rules and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be

governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

Mini Rules:

NO PURCHASE NECESSARY. Contest closes October 25, 2018 (11:59:59 p.m. ET). Open to residents of Canada who are legal age of majority. One grand prize consisting of a cheque for \$3,000; 10 secondary prizes each consisting of 52 coupons redeemable for a dozen eggs, ARV \$169.00; odds depend on number and quality of eligible entries. 50 early bird prizes each consisting of 4 coupons redeemable for a dozen eggs, ARV \$13.00; odds depend on number of eligible entries and the speed with which eligible entrants complete a valid entry. Skill-testing question required. Full rules including entry, judging and prize information at EggsAreGood.ca/contest.