

## STANDARD CONTEST RULES

The within terms and conditions shall apply to this contest and giveaway to be administered by the Canadian Seed Growers' Association. The contest shall be construed and evaluated according to the laws of the Province of Ontario. No purchase is necessary. Entry in the contests constitutes acceptance of these contest rules (the "contest rules").

### ELIGIBILITY

To be eligible to enter the contest, an individual must:

- be a Canadian citizen and at least 18 years old; and
- if applicable, have a valid Facebook, Twitter, LinkedIn or Instagram account at the time of entry
- answer a skill-testing question:  $(8 \times 10) - (12 \div 4)$

The following individuals are not eligible to enter the contest:

- Employees or subcontractors of the Canadian Seed Growers' Association, affiliates, subsidiaries, related companies, successors and assigns (collectively referred to hereafter as "CSGA");
- Employees or subcontractors of related advertising and promotional agencies and Contest prize providers (collectively referred to hereafter as the "Sponsors");
- Any person who has been confirmed as a winner of one (1) CSGA administered contest within one (1) month preceding the indicated Contest start date; and
- Any person who resides within the same household as an individual who is, themselves, not eligible to enter the Contest.

CSGA shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to CSGA for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. CSGA reserves the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

### CONTEST PERIOD

The Contest entry period will start September 11, 2024, at 6:00 am ET and end November 29, 2024, at 11:59 pm ET, after which time the Contest will be closed, and no other entries will be accepted.



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## HOW TO ENTER

There is no purchase necessary to enter the Contest. **You must:**

- Follow at least one (1) of our three (3) social media accounts:
  - Twitter/X: <https://x.com/Seedgrowers>
  - Facebook: <https://www.facebook.com/csgaacpscanada>
  - LinkedIn: <https://www.linkedin.com/company/csga-acps>
- Take a photo (selfie, group, family, farm, etc.), share it on Twitter (X), Facebook (Meta) or LinkedIn, and briefly explain why you love Certified Seed.
- Use the hashtag #CSGA120 or #ACPS120.

The photo can include CSGA's "[I Heart Certified Seed](#)" sticker, but it is not required.

## TERMS AND CONDITIONS

- Limit of one (1) entry per person per Contest Period unless otherwise indicated.
- In the case of multiple entries, only the first eligible entry will be considered, and the remainder will be void.
- All entries, including, if applicable, any story and/or photographs submitted in connection with the Contest entry become the sole property of CSGA.
- Entries must be received prior to the indicated Contest Period entry deadline.
- Entries will be declared invalid if they are late, illegible, incomplete, damaged, irregular, mutilated, forged, garbled, or mechanically or electronically reproduced.
- No communication or correspondence will be exchanged with entrants except with those selected as a potential Contest winner.
- Entries received online shall be deemed to be submitted by the authorized account holder of the e-mail address, Facebook, LinkedIn or Twitter account associated with the entry, as applicable. For the purposes of these Contest Rules, the "authorized account holder" of an e-mail address, Facebook, LinkedIn or Twitter account is defined as the natural person who is assigned to an e-mail address, Facebook or Twitter account by an Internet access provider, online service provider, Facebook, LinkedIn or Twitter or other organization responsible for assigning e-mail addresses, Facebook, LinkedIn or Twitter accounts for the domain or account associated with the submitted e-mail address, Facebook, LinkedIn or Twitter account.
- Each selected entrant may be required to provide CSGA with proof that the selected entrant is the authorized account holder of the e-mail address, Facebook, LinkedIn or Twitter account associated with the winning entry.
- Each Contest prize shall have an approximate retail value between one Canadian dollar (CDN \$1.00) and one thousand Canadian dollars (CDN \$1,00.00) and shall be announced and described on the CSGA Facebook, LinkedIn or Twitter channels and/or the Contest Website at the beginning of each Contest Period.
- Winners shall not be entitled to receive the difference between the actual prize value and the approximate prize value.

**seedgrowers.ca**

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- Winners will be contacted by CSGA with instructions on how to claim the prize.
- Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of CSGA. Any unused portion of a prize will be forfeited and have no cash value.
- CSGA reserves the right, in their sole discretion, to substitute a prize of equal or greater value if a prize (or any portion thereof) cannot be awarded for any reason.
- CSGA shall not assume any liability for loss, damaged or misdirected prizes.

## PRIZE CONDITIONS

- All incidental costs and expenses not specifically referred to herein as part of the prize description (the “Expenses”) are the sole responsibility of the prize winner, where applicable. All prize elements are subject to availability and substitution. The winner shall not seek reimbursement for the Expenses from CSGA.

## WINNER SELECTION

- Following the end of the applicable Contest Period, CSGA will select one (1) entrant by a random draw from all eligible entries received during the Contest Period.
- Each entrant shall be eligible to win only one (1) prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received for the Contest.
- Before being declared a winner, the selected entrant shall be required to sign and return the Release (described below).
- If the selected entrant does not respond within five (5) business days of notification, he/she will be disqualified and will not receive a prize, and another entrant shall be selected (as determined by CSGA in its sole discretion) until such time as an entrant satisfies the terms set out herein.
- CSGA is not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for CSGA to receive a selected entrant’s response.
- If, as a result of an error relating to the entry process, drawing, or any other aspect of a Contest, there are more selected entrants than contemplated in these Contest Rules, a random draw will be held amongst all eligible prize claimants to award the correct number of prizes.
- Winners may be required to execute a legal agreement and release (“Release”) that confirms his or her: (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the prize as offered; (iii) release of CSGA, if applicable, Facebook (Meta), LinkedIn or Twitter (X) and each of their respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, administrators, licensees, representatives, advertising, media buying and promotional agencies (collectively, the “Releasees”) from any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest-related activity or the acceptance, use, or misuse of any prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom; and (iv) grant to CSGA of the unrestricted right to

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produce, reproduce, convert, publish, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt, and otherwise use or re-use his or her name, image, likeness, comments, voice and/or biography in any and all media now known or hereafter devised in connection with publicity related to the Contest.

- The executed Release(s) must be returned within two (2) business days of the date indicated on the accompanying letter of notification or verification as a winner. Otherwise, the selected individual(s) will be disqualified, and any rights he or she may have to the prize will be forfeited.

## INDEMNIFICATION BY ENTRANT

- By entering a Contest, each entrant releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to the entrants or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in the Contest, any breach of the Contest Rules, or in any prize-related activity. Each entrant agrees to fully indemnify the Releasees from any and all claims by third parties relating to the Contest, without limitation.

## LIMITATION OF LIABILITY

- CSGA assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry.
- CSGA is not responsible for any incorrect or inaccurate information, whether caused by website users, equipment or programming associated with or utilized in the Contest, or any technical or human error that may occur in the administration of the Contest.
- CSGA assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to or alteration of entries.
- CSGA is not responsible for any problems, failures, or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet or at any website, or on account of any combination of the foregoing or otherwise.
- CSGA is not responsible for any injury or damage to any entrant or to any computer related to or resulting from participating or downloading materials related to the Contest.
- The entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest or by accepting, possessing, using, or failing to receive any prize.
- CSGA assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of CSGA, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of the Contest and/or the Contest Website.



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- By participating in a Contest, each entrant agrees to be bound by the Contest Rules. Entrants further agree to be bound by the decisions of CSGA, which shall be final and binding in all respects.
- CSGA reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any the Sponsor's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

#### CAUTION:

- ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE OR ANY RELATED WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, CSGA RESERVE THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.
- If applicable, winners must at all times behave appropriately when taking part in the prize and observe the Contest Rules and any other rules or regulations in force at any prize-related locations. CSGA reserve the right to remove from any prize-related locations, any winner who breaks such rules and/or fails to behave appropriately and to disqualify such winner.

#### PRIVACY / USE OF PERSONAL INFORMATION

- By participating in the Contest, each entrant: (i) grants to CSGA the right to use his/her personal information provided when he/she enters the Contest for the purpose of administering the Contest, including but not limited to contacting and announcing the winners and coordinating the provision of the Contest prize; (ii) grants to CSGA the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law; and (iii) acknowledges that CSGA may disclose his/her Personal Information to third-party agents and service providers of CSGA in connection with any of the activities listed in (i) and/or (ii) above.
- CSGA will use each entrant's Personal Information only for identified purposes and protect it in a manner consistent with the [CSGA's Privacy Policy](#).

#### INTELLECTUAL PROPERTY

- CSGA owns all intellectual property, including, but not limited to, trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans, and representations.
- All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

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## TERMINATION

- CSGA reserves the right, in their sole discretion, to terminate any Contest, in whole or in part, and/or modify, amend or suspend the Contest or Contest rules in any way, at any time, for any reason without prior notice.
- These are the official Contest Rules. The Contests are subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over CSGA and/or the Contests.
- All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and CSGA in connection with the Contests shall be governed by and construed in accordance with the laws of the province of Ontario, including procedural provisions 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.

## LANGUAGE DISCREPANCY

- In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

## SOCIAL MEDIA

- This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook (Meta), LinkedIn or Twitter (X).
- Any personal information provided in connection with the Contest is being provided to CSGA and not to Facebook (Meta), LinkedIn or Twitter (X). Any questions or comments regarding a Contest must be directed to CSGA and not to any of the social media platforms on which the Contest may have been advertised or administered.

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