

RULES AND OVERVIEW OF THE “TREASURES ARE YOURS” CONTEST

1. The Count-Down Marketplace “Treasures Are Yours” promotion (the “Contest”) is sponsored by Count-Down Marketplace (hereinafter “the Sponsor”) and will be conducted in Canada and the USA and shall be construed and evaluated according to applicable Canadian law. Void in whole or part where prohibited by law.

No purchase is necessary to participate. Entry in this Contest constitutes acceptance of these contest rules (the “Contest Rules”).

2. **ELIGIBILITY:** To be eligible for this Contest, an individual must:
 - (a) be a member of Count-Down Marketplace either prior to or upon entering the Contest,
 - (b) be a legal resident of Canada or the USA, and
 - (c) have reached the age of majority in his/her province/territory/state of residence; and (d) comply with these official Contest Rules; (eligible individuals referred to herein as “Entrants” and each an “Entrant”).

Employees and their immediate families (including those with whom they are domiciled) of the Sponsor, and each of the Sponsor’s respective subsidiaries, affiliates, directors, officers, governors, agents, their advertising and promotional agencies, are not eligible to enter the Contest. For the purposes of this Contest, “immediate family members” shall include the mother, father, brothers, sisters, daughters, sons, partner or spouse of an individual regardless of where any such “immediate family member” resides.

The Sponsor 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. Any information and/or material submitted by Entrants pursuant to this Contest must be truthful, complete, accurate and in no way misleading. The Sponsor and/or the administrator of the Contest retained by the Sponsor (the “Administrator”) reserves the right, in its sole discretion to disqualify any Entrant should such Entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

3. **CONTEST PERIOD:** The Contest starts at 12:00 a.m. Eastern Time (“EST”) on August 1st, 2019 and ends at 11:59 p.m. Eastern Time (“EST”) on August 31st, 2019 (the “Contest Period”), after which time the Contest will be closed and no further entries shall be accepted.
4. **HOW TO ENTER:** There is no purchase necessary to enter the Contest. To enter the Contest, the Entrant must visit www.countdownmarketplace.com/contest (the “Contest Website”) during the Contest Period and follow the on-screen instructions and complete the Contest entry form (the “Entry Form”). The Entrant must fully complete the Entry Form with all required information, which includes:
 - (a) First Name
 - (b) Last Name
 - (c) Email Address

Once the Entrant has completed and submits his/her Entry Form, the Entrant will be given one (1) entry into the Contest. The entrant is allowed to enter every 24 hour period by visiting the contest page and completing the daily clue or socially sharing the contest as described on the contest entry form.

An entry will be valid for all draws for the Contest occurring after the date the entry is submitted and received. No Entrant may win more than one (1) prize.

Entrants must provide a valid email address identical to the one used to login into Count-Down Marketplace to enter the Contest. Email accounts can be obtained free of charge from many Internet service providers. Internet access can be obtained free of charge from many public libraries. Only one (1) email address and account may be used by any Entrant to enter the Contest. Proof of sending an online Entry is not proof of receipt by the Sponsor.

It is the Entrant's responsibility to ensure that all of the required information submitted is up to date and accurate. Failure to do so may cause a potential winner to forfeit his/her ability to be selected as a winner. All entries must be completed and submitted by the Entrants themselves. All entries must be received during the Contest Period. Entries will be declared invalid if they are late, illegible, incomplete, forged, garbled or mechanically or electronically reproduced.

No communication or correspondence will be exchanged with Entrants except with those selected as a potential winner.

5. PRIZES: There is one (1) grand Prize and fifteen (15) secondary Prizes available to be won. The grand Prize consists of \$1000 cash in the currency of the winner's home country. The secondary Prizes consist of five (5) \$50.00 spend credits to your Count-Down account and an additional ten (10) \$25.00 commission credits to your Count-Down account. Any costs or expenses incurred by the winners in claiming or using their Prize will be the responsibility of the winners. The Prizes do not include goods, services or taxes that are not specified above.
6. AWARDING THE PRIZES: The winners will be selected at random from all verified entries received during the Contest Period.

The winners will be drawn from entries received between 12:01 a.m. on August 1st, 2019 EST and 11:59 p.m. on August 31st, 2019 EST by an employee of the Sponsor or Administrator on the following date. The draw for the Prizes will commence on September 1st, 2019.

The selected winners for the draw will be contacted by email and will be required to correctly answer, without assistance of any kind, a time-limited mathematical skill-testing question. In order to be declared a winner, the selected Entrants must also have complied with all Contest rules and sign a Confirmation and Release form confirming compliance with the Contest Rules and acceptance of the Prize as awarded (see paragraph 9 below). If the selected Entrants cannot be contacted within one (1) day of the random draw, does not respond in accordance with the Contest rules, does not answer the skill-testing question correctly or, for any other reason, the Prize cannot be awarded, he/she will be disqualified and will not receive the Prize and another Entrant will be randomly selected as the winner of that Prize.

The Confirmation and Release form is to be completed by the selected Entrant and must be returned to the Sponsor within two (2) days of the notification date indicated on the documents in order to claim the Prize.

7. ODDS OF WINNING: The odds of winning depend upon the number of eligible entries received for the applicable draw as set out in paragraph 6 above.
8. PRIZE RESTRICTIONS: The Prizes must be accepted as awarded and cannot be transferred, exchanged, substituted, or redeemed.

9. **RELEASE:** The potential Winners will be required to execute a legal agreement and release (“Confirmation and Release”) that confirms the potential Winner’s:
- (i) eligibility for the Contest and compliance with these Contest Rules;
 - (ii) acceptance of the Prize as offered;
 - (iii) release of the Sponsor, the Administrator, affiliates and/or related companies and each of their employees, directors, and officers, advertising and promotional agencies involved in this Contest as well as the Prize providers (collectively, the “Releasers”) from and against any and all liability for any loss, harm, damages, costs or expense arising out of participation in the Contest, participation in any Contest and/or Prize-related activity or the acceptance, use, misuse, or delivery of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of the Prize or any other property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from; and
 - (iv) grant to the Sponsor the unrestricted right, at the Sponsor’s individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt and otherwise use or re-use the Winner’s name, photograph, likeness, caption, voice and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof.

The executed Confirmation and Release must be promptly returned to Sponsor within the timeframe required or the selected Entrant may be disqualified and not eligible to win the Prize.

10. **INDEMNIFICATION BY ENTRANT:** By entering the Contest, Entrant releases and holds Releasees harmless from and against any and all liability for any injuries, loss or damage of any kind to the Entrant 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. The Entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, including without limitation any claims of infringement of rights to copyright, privacy and/or personality.
11. **LIMITATION OF LIABILITY:** Neither the Sponsor nor the Administrator assumes any responsibility or liability for:
- (a) Lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete Entries, notifications, responses, replies or any Confirmation and Release,
 - (b) 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 or Entry Form,
 - (c) any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest,
 - (d) 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,
 - (e) any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, email, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing,

- (f) any injury or damage to Entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize, and
- (g) any and all liability for any loss, harm, damages, cost or expense arising out of participation in the Contest, participation in any Contest and/or Prize-related activity or the acceptance, use, misuse, or delivery of any Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of the Prize or any other property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising there from.

Sponsor 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 the Sponsor, 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 this Contest or the Contest Website.

12. **CONDUCT:** By participating in the Contest, each Entrant agrees to be bound by the Contest Rules. Entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects.

The Sponsor reserves the right, in its 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; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online property or service of the Sponsor; 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 undermine the legitimate operation of the Contest may be a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law, including but not limited to criminal prosecution.

13. **PRIVACY / USE OF PERSONAL INFORMATION:**

- (a) By participating in the Contest, Entrant:
 - (i) grants to the Sponsor and/or the Administrator the right to use his/her name, mailing address, and telephone number, (“Personal Information”) for the purpose of administering the Contest, including but not limited to contacting and announcing the winners;
 - (ii) grants to the Sponsor the right to use his/her Personal Information for administrative, publicity, and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and
 - (iii) acknowledges that the Sponsor may disclose his/her Personal Information to third-party agents and service providers of the Sponsor in connection with any of the activities listed.
- (b) The Sponsor will use the Entrant’s Personal Information only for identified purposes, and protect the Entrant’s Personal Information in a manner that is consistent with the Count-Down Marketplace privacy policy at https://www.countdownmarketplace.ca/terms/#priv_policy.

14. **INTELLECTUAL PROPERTY** By participating in the Contest, Entrant agrees that all of Sponsor’s intellectual property, including but not limited to trade-marks, trade names, logos, patents, designs,

promotional materials, web pages, source code, drawings, illustrations, slogans and representations used in relation to this Contest are owned by the Sponsor and/or its affiliates

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.

15. **TERMINATION** Subject to the jurisdiction of the Régie des alcools, des courses et des jeux in Quebec, Sponsor reserves the right, in its sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.
16. **LAW** These are the official Contest Rules The Contest is subject to applicable federal, provincial, state and municipal laws and regulations.

The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial, state and municipal laws or the policy of any other entity having jurisdiction over the Sponsor.

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 the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of British Columbia 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.

17. **DISCREPANCIES** 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 Entry Form, or point of sale, television, print or online advertising, the terms and conditions of these Contest Rules shall prevail, govern and control. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.
18. **FOR RESIDENTS OF QUEBEC** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux du Québec (the "Régie") for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.