

## OFFICIAL RULES AND REGULATIONS DEMPSTER'S® #BAGEL TWEETSTAKES

- 1. ELIGIBILITY:** To enter the Contest you must be a resident of Canada who has reached the age of majority in his/her province or territory of residence at the time of registration and/or entry (Quebec residents excluded). Employees, officers and directors (and immediate family members and members of the same household of such persons, including common law spouses) of Canada Bread Company, Limited and Maple Leaf Foods Inc., (the "Sponsors"), and their respective affiliates, agents, advertising or promotional agencies, suppliers of prizes and the independent contest organization are not eligible to enter the Contest. The Sponsors 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 the Sponsors for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. The Sponsors reserve 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.
- 2. CONTEST PERIODS:** The Contest commences at 12:00:00 NOON (ET) on August 13, 2012 and will end at 11:59:59 AM (ET) on August 27, 2012 (the "**Contest Period**"). All entries must be received by 11:59:59 AM (ET) on August 27, 2012 (the "**Contest Closing Date**"). A Day (a "**Day**") is defined as commencing at 12:00:00 NOON (ET) and ending at 11:59:59 AM (ET). The Contest computer system (the "**Contest computer**") is used to govern all computer and time-related aspects of the Contest and, among other things, is the official time-keeping device for the Contest.
- 3. HOW TO ENTER: NO PURCHASE NECESSARY: No purchase necessary.** How to Enter: Visit [www.twitter.com](http://www.twitter.com), and follow the @Dempsters Twitter account. Once you have successfully followed @Dempsters on Twitter, tweet @Dempsters your favourite flavour of #DempstersBagels. Eligible tweets ("Submissions") must also include the hashtag #DempstersBagels. Each Submission which meets these requirements constitutes a contest entry.
- 4. LIMIT OF NUMBER OF ENTRIES:** Limit one (1) entry per Day, per person. For each valid entry, an entrant receives one (1) entry into the Prize draw. A PERSON MAY ONLY USE ONE (1) TWITTER ACCOUNT TO PARTICIPATE IN THE CONTEST. ANY PERSON WHO IS FOUND TO HAVE ENTERED THE CONTEST WITH MORE THAN ONE (1) TWITTER ACCOUNTS WILL BE DISQUALIFIED AND ALL SUCH ENTRIES RECEIVED BY SUCH PERSON DURING THE CONTEST PERIOD WILL BE DISQUALIFIED AND NO PRIZES WILL BE AWARDED TO SUCH PERSON. Proof of transmission (screenshots or captures etc) or attempted transmission or of submission or of attempted submission of any communication, does not constitute proof of delivery or receipt by the Contest Computers. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsors will not be responsible for late, lost, illegible, falsified, damaged, misdirected, mutilated, garbled or incomplete entries, which will be void. All entries become the property of the Sponsors upon receipt and none will be returned.
- 5. ENTRY CONTENT RESTRICTIONS** (collectively, the "Guidelines and Restrictions").

**Tweet Content Restrictions:**

The Tweet Submission must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;

The Tweet Submission must not disparage the Sponsors, Administrator or any other person or party affiliated with the Contest;

The Tweet Submission must not contain brand names, tradenames, trademarks or any other third party identifying marks, other than those owned by the Sponsors, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;

The Tweet Submission must not contain images or artwork not created by entrant;

The Tweet Submission must not refer to third parties without their express permission;

The Tweet Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortuous, defamatory, slanderous or libelous, or in the sole discretion of the Sponsor not in good taste;

The Tweet Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and the Tweet Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any province where Submission is created.

Entry into the Contest constitutes an entrant's consent to give the Sponsors a royalty free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. Without limiting the foregoing, entrants waive and assign all moral rights and assign all copyright in their Submission, and covenant, represent and warrant that the contest entrant has the right to refer to any third party referred to in the Submissions. The Sponsors, and their affiliates, directors, officers and employees ("Released Parties") are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed or misdirected Submissions; all of which will be void.

**6. PRIZES:**

Five (5) Prizes will be awarded in total. Each Prize will consist of one (1) KitchenAid® Architect Series 4-slice toaster and four (4) FREE product coupons valid towards the purchase of any participating Dempster's® product.

Total approximate retail value of each Prize: \$200 CAD

a. The approximate retail value of the Prize is that stated by the supplier of the Prize as being in effect thirty (30) days prior to the launch of the Promotion.

b. The product coupons will be accepted at participating Canadian retailers accepting coupons. **Each coupon will expire on December 31st, 2012. If the purchase amount exceeds the value of the coupon the winner will be responsible for any amount which is due over the value of the coupon. If the purchase is less than**

**the value, no difference will be paid in cash to the winner.** Each winner will be responsible for his/her own transportation to and from the location.

c. Any expenses which are applicable to any Prize, and which are not expressly included in the description of that Prize in these Official Rules are the sole responsibility of the winner of that Prize (the "Prize Winner"). If a potential Prize Winner cannot accept a Prize as stated, that Prize will be forfeited in its entirety and will not be awarded in the Promotion. PRIZES ARE AWARDED "AS IS" WITHOUT ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER BY SPONSOR OR THE PRIZE PROVIDER, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR INTENDED PURPOSE. All product warranty claims are the obligation of the manufacturer.

d. Limit of one (1) Prize per person, household and/or Twitter account. All prizes must be accepted as awarded, and are not transferable. Sponsor reserves the right to substitute a prize or prize component for one of equal or greater value for any reason whatsoever. Prizes are awarded "as is", without any warranties whatsoever.

Note: Each winner will be responsible for paying any applicable taxes on the products purchased. Prizes must be accepted as awarded without substitution and are not transferable or for resale. The Sponsors reserve the right, in the event that any Prize or any component of a Prize cannot be awarded as described for any reason, to substitute a similar Prize or component of equal or greater value without liability.

7. **CONTEST DRAWS: PRIZES:** A random draw for the Prize outlined above will be conducted, on or about 2:00 PM ET in Mississauga, Ontario on or about August 29, 2012 from amongst all eligible online entries received. Odds of winning depend on the total number of eligible entries received.

In order to win, the selected entrants must first correctly answer a time-limited mathematical skill-testing question to be administered by e-mail. Selected entrants must also complete a Declaration and Release and return same to the specified address and within the specified time period that confirms each selected entrant's (a) Eligibility for the Contest and compliance with these Contest rules; (b) acceptance of the Prize as offered; (c) release of each of the Released Parties and Twitter, 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 grant to the Sponsors the unrestricted right, in the Sponsors' collective or individual discretion, to produce, reproduce, publish, broadcast, communicate by telecommunication, exhibit, distribute, adapt, modify, and otherwise use or re-use the Winner's name, photograph, address (City and province), likeness, voice, Submission, and biography, in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof or for other purposes, without any notice, payment, notification, permission or other consideration, whatsoever. The executed Declaration and Release must be returned within the specified time period or the selected entrant will be disqualified and the Prize forfeited, without any liability to Sponsors whatsoever. **Actual receipt by the Sponsors and not proof of delivery is required.**

Potential winners will be notified on Twitter from @Dempsters on or about August 31, 2012. If the potential winner cannot be contacted, or does not comply with these

Official Rules, or the prize is returned as undeliverable, the potential winner forfeits the prize. If the potential winner is disqualified for any reason, the prize may be awarded to an alternate prize winner selected at random by the Sponsors, if any, in Sponsors' sole discretion and without any liability to such disqualified potential winner. Only two alternate winners may be determined, after which the applicable prize will remain unawarded. Without limiting the generality of these Official Rules, winner shall irrevocably grant, transfer, convey and assign to the Sponsors the entirety of the rights in and to the Submission, including moral rights, and all renewals and extensions of copyright, and the right to secure copyright registrations thereto in perpetuity including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. The winner accepts and acknowledges that the Sponsors shall not be obligated to use the Submission and that Sponsors in their sole discretion shall have the right to refrain from using the Submission. The Sponsors shall not incur any liability whatsoever to the extent the Sponsors chooses to refrain from any exploitation of their rights hereunder. Winner will indemnify the Sponsors, Released Parties and any licensee of the Sponsors against all claims, damages, liabilities, and expenses (including reasonable counsel fees and legal expenses) arising out of any breach of these terms. The prizes will be delivered to the winners within 6-8 weeks of the Contest Sponsor receiving their properly completed Declaration Form. If a selected potential prize winner cannot be contacted by e-mail, fails to correctly answer the skill- testing question, or fails to return the Contest documents within the specified time, he/she will forfeit their prize and an alternate winner will be randomly selected without any liability to the Sponsors whatsoever. Decisions by the Sponsors will be final and binding. Sponsor shall have no responsibility for any printing, distribution, production, prizing, or similar types of errors.

The Sponsors are not responsible for any lost, misdirected or late entries, or contest documents, or any problems or technical malfunctions of any telephone network or lines, computer online systems or servers, computer software problems or traffic congestion on the internet or at any website and assume no liability for damage to entrant's or any person's computer or other device, resulting from participating in the Contest. Sponsors may conduct investigations as relates to the Contest, and entrants agree to cooperate in such respect. In the event of a dispute as to the identity of a winner based on a Twitter account, the winning entry will be deemed to have been made by the authorized account holder of the Twitter account at the time of entry. "Authorized account holder" is the natural person who is assigned a Twitter account.

8. **GENERAL:** This Contest is governed by the laws of Ontario without resort to conflict of law provisions. By entering the Contest, participants agree to be bound by these official rules and by the decisions of the independent administration and judging organization, which shall be final and binding with respect to all matters relating to this Contest. All entries become the property of the Sponsors and none will be returned. By completing the entry form, all entrants consent to the collection, use and distribution of their personal information by the Sponsors for the purposes of running the Contest. Sponsors will not sell or transmit this information to third parties except for the purposes of administering the Contest. The Sponsors and/or their affiliates may use the personal information of those contest entrants who provide such consent by checking the opt-in permission box on the contest entry form for the future distribution of any of Sponsors' or their affiliates contests, promotions and product news. For further information regarding the use of personal information, please refer to the Sponsor's privacy policy posted at <http://www.mapleleaffoods.com/en/corporate/privacy-policy/>

The Sponsors reserves the right in their sole discretion, to terminate, suspend or amend the contest without liability subject to applicable laws. If for any reason, the online portion of this Contest is not capable of being completed as planned including, but not limited to computer virus, bugs, tampering, technical failures or other causes beyond the control of the Sponsors, the Sponsors reserve the right, in their sole discretion, to cancel or suspend this Contest or to modify the Contest rules. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest is a violation of criminal and civil laws, and should such an attempt be made, Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.

This promotion is in no way sponsored, endorsed or administered by, or associated by Twitter.