

## Official Rules for Canada Bread “Dempster’s Bagels” Facebook Promotion (the “Promotion”)

Open to residents of Canada only (Excluding Quebec). Purchase will not improve chances of winning. Governed by the laws of Canada. Please do not proceed if you are not a resident of Canada at time of entry.

- 1. ELIGIBILITY:** To submit an Entry, and be eligible to win a Prize Pack (a “**Prize**”) in the Promotion, a person must be, at the time of Entry into the Promotion: (a) an individual resident of Canada (Excluding Quebec), (b) located in Canada (Excluding Quebec), (c) of the age of majority in his/her Province or territory of residence and (d) a member of Facebook<sup>®</sup>. The following persons are **NOT** eligible to enter, or to win a Prize in the Promotion: (i) employees, directors, agents or representatives of Canada Bread Company, Limited (the “**Sponsor**”) or of Maple Leaf Foods Inc., or of any of their divisions, subsidiaries, affiliates, or promotional agencies, or of any supplier providing any Promotion materials, services or Prizes; and (ii) any person who is or purports to be an immediate family member (defined as a step, adoptive or biological mother, father, daughter, son, sister, brother or spouse) of any person described in subparagraph (i) of this Rule 1; and (iii) any person who resides or is domiciled with any person identified in subparagraphs (i) or (ii) of this Rule 1. In these Official Rules, where the context requires or permits, the term “Sponsor” includes a representative or agent of the Sponsor. See Rule 3 for the definition of an “Entry”. In these Official Rules, a person who is eligible to enter the Promotion is called an “**eligible person**”.

The Sponsor shall have the right at any time to require proof of identity and/or eligibility to participate in the Promotion. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to the Sponsor for the purpose of the Promotion must be truthful, complete, accurate and in no way misleading. The Sponsor reserves the right, in its 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. PROMOTIONAL PERIOD:** The Sponsor’s computer system (the “**Promotion computer**”) governs all computer and time-related aspects of the Promotion and, among other things, is the official time-keeping device for the Promotion. All time-related aspects as recorded or otherwise governed by the Promotion computer shall be final and binding in all respects. The Promotion commences at 12:00:00 NOON Eastern Standard Time (“**EST**”) on February 13, 2012 and ends at 12:00:00 NOON EST on March 12, 2012 (the “**Promotion Period**”). A “Promotion Day” comprises any consecutive

24-hour period. All Entries must be received by 12:00:00 NOON EDT on March 12, 2012 (the "Promotion Closing Date").

**3. HOW TO ENTER: NO PURCHASE NECESSARY:**

- i. **No purchase necessary.** To enter the Contest, visit the "Bagel-y Contest" tab on the Dempster's® brand page on Facebook by visiting [www.facebook.com/Dempsters](http://www.facebook.com/Dempsters) (referred to as the "Website");
- ii. **First time visitors:** must "like" the page to access the entry form.
- iii. Before continuing you must read the official rules. **By selecting "Continue" you acknowledge that you have read and agree to the official rules;**
- iv. Enter your personal information into the entry form and by selecting "Continue" herein defined as an "Entry";
- v. Upon receipt by the Promotion computer, the Promotion computer will record one (1) Entry into the contest on your behalf, and you will receive a "Thank You" web page confirmation.

**4. LIMITATIONS:** Limit one (1) Entry per person per Promotion Day. ELIGIBLE PERSONS MAY, AS APPLICABLE, ONLY USE ONE (1) E-MAIL ADDRESS AND ONE (1) FACEBOOK PROFILE TO PARTICIPATE IN THE PROMOTION. ANY PERSON WHOM THE SPONSOR, IN ITS SOLE OPINION, FINDS AND CONCLUDES HAS VIOLATED THIS LIMITATION IN ANY WAY MAY, AT THE SPONSOR'S SOLE DISCRETION, BE DISQUALIFIED. ALL ENTRIES RECEIVED FROM SUCH A PERSON DURING THE PROMOTIONAL PERIOD WILL BE DISQUALIFIED, AND NO PRIZES AWARDED TO SUCH PERSON. Proof of transmission (e.g. screenshots or captures etc) does not constitute proof of delivery to and receipt by the Sponsor or the Promotion computer. A "Promotion Day" comprises any consecutive 24-hour period. Entries generated and/or transmitted by script, macro, robotic, programmed, or any other automated means are prohibited and, at the sole discretion of the Sponsor, may be disqualified. The Sponsor will not be responsible for late, lost, illegible, falsified, damaged, altered, misdirected, mutilated, garbled or incomplete Entries, which, at the sole discretion of the Sponsor, may be voided by the Sponsor or void and of no effect. All Entries become the property of the Sponsor upon receipt by the Sponsor or the Promotion computer and none will be returned.

**5. PRIZES:**

Twenty (20) Prizes will be awarded in total. Each Prize will consist of one (1) KitchenAid® Architect Series 4-slice toaster and forty eight (48) FREE product coupons valid towards the purchase of any participating Dempster's® product.

**Total approximate retail value of each Prize: \$420**

- 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 31<sup>st</sup>, 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.
- 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. A random drawing will be conducted on or about March 13, 2012 at 11:00 AM EST (the "Contest Drawing Date") by representatives of the Sponsor, whose decisions are final and binding in respect to all matters related to the Promotion, from among all Entries received during the Entry Period.
- e. Limit one (1) Prize per person, household, Facebook account and/or email address. 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.

#### **CONTEST DRAW:**

A random draw for the twenty (20) Prizes will be conducted by Representatives of the Sponsor, on or about March 13, 2012 at 11:00 AM EST in Toronto, ON from amongst all eligible online entries received. Odds of winning a Prize depend on the total number of eligible entries received over the course of the Promotion Period.

- 6. NOTIFICATION OF POTENTIAL PRIZE WINNERS:** The independent contest organization will attempt to contact each potential winner, (a "**potential winner**"), of a Prize in the Promotion by email, within three (3) business days of the Draw Date. The independent contest organization will make two (2) attempts to notify the potential Winner at the email address submitted on-line. In the

event that the selected entrant cannot be contacted by email, or if there is a return of any notification as undeliverable, then the selected entrant will be disqualified all without any liability to the Sponsor whatsoever (and the disqualified potential winner will have no claim against the Sponsor with respect to the Promotion, or anything related to the Promotion). An alternate entrant will be randomly selected from among the remaining eligible entries and the above process will be repeated until successful contact is made with entrants. The independent contest organization and the Sponsor are not responsible for the failure for any reason whatsoever of a potential winner to receive notification or for the independent contest organization to receive the potential winner's response.

**7. DECLARATION AND RELEASE AND ACCEPTANCE OF PRIZE:** As a condition of being verified as a winner of a Prize, each potential winner must complete a declaration and release form and answer a mathematical skill testing question, without assistance of any kind, and return it within seven (7) days (by fax, mail or email). In the event that an eligible person whose Entry is selected, incorrectly answers the mathematical skill testing question, he/she will be disqualified, the Prize to which he/she may otherwise have been entitled will be forfeited by him/her and another potential winner will be selected at random in the manner described above. The Prize must be accepted as awarded and cannot be substituted, transferred, and has no cash surrender value. Each potential winner releases the Sponsor, Maple Leaf Foods Inc, their affiliated and related companies, advertising and promotional agencies, the independent contest organization and their respective shareholders, directors, officers, employees and agents from and against all liability in connection with the Promotion and the awarding and use or misuse of the Prize, and consents to the use of his/her name, address (city and province) and/or photographs, without further remuneration, in connection with any publicity carried out by or on behalf of the Sponsor and Maple Leaf Foods Inc., with respect to this Promotion, unless prohibited by law. In the event that an eligible person whose Entry is selected does not return the declaration and release within the required time period he/she will be disqualified, the Prize to which he/she may otherwise have been entitled will be forfeited by him/her and another potential winner will be selected at random in the manner described above. Selected entrants and/or Prize Winner's may be required, at the Sponsor's sole discretion, to provide the Sponsor with a copy of photo identification showing his/her valid address. Selected entrants and/or Prize Winner's agree to cooperate in any investigations by the Sponsor to confirm his/her eligibility and to help ensure that the use of such potential winner in advertising or publicity for the Promotion will not bring the Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavourably on the Promotion or the Sponsor as determined by the Sponsor in its sole discretion. Upon request the potential prize winner will provide the name of his/her employer and/or occupation. No correspondence will be entered into except with each Prize Winner. Prizes will be sent by mail or courier to each Prize Winner's address as indicated on the Entry within forty-five (45)

days of the draw date. If for any reason a Prize is returned as undeliverable for any reason whatsoever, the Prize Winner will have forfeited his/her right to receive his/her Prize.

8. **If a Prize Winner makes any false statement** in any document related to the Promotion, the Prize Winner will be required to promptly return to the Sponsor upon demand the Prize or the value of Prize as stated in these Official Rules.
9. By entering the Promotion, eligible persons agree to abide by these Official Rules and by the decisions of the Sponsor with respect to all aspects of the Promotion, including without limitation any decision respecting the eligibility or otherwise and the identity of any person who participates or attempts to participate in the Promotion. All such decisions are final and binding on all persons who enter the Promotion.
10. In the event of a dispute as to the identity of an entrant, entries made on-line will be deemed to have been made by the authorized account holder of the e-mail address and profile submitted at the time of entry. An "authorized account holder" is defined as the natural person assigned to an e-mail address by an Internet service provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail addresses. The potential winner may be required to show proof of being the authorized account holder for the e-mail address associated with the winning entry.
11. **GENERAL:** The Sponsor does not assume any responsibility for and is not responsible for: (i) the incorrect or inaccurate capture for any reason of an Entry ; (ii) Entries which fail to comply with the Official Rules; (iii) any loss, damage, or claims caused by the awarded Prize or the Promotion itself; (iv) any failure of a website during the Promotional Period, including any problems, human or technical error, printing errors, lost, delayed, garbled data or transmissions, omissions, interruption, deletion, defect or failures of any telephone or computer lines, or technical malfunction of any computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail; or the loss or non-recording of any Entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any loss or delay in any mail or courier service, or any combination thereof including any injury or damage to an eligible person, or any loss or injury or damage to any person's computer or other electronic devices related to or resulting from uploading or downloading any material in the Promotion, all of which may affect a person's ability to participate in the Promotion; or (v) any other matter whatsoever. Entry material/data that have been tampered with or altered are void. Sponsor and its affiliates shall have no responsibility whatsoever for printing, prizing, programming, or production errors.

**12. GOVERNING LAW:** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations as between one or more persons who participate in the Promotion and the Sponsor in connection with the Promotion shall be governed by and construed and interpreted in accordance with the laws of Ontario and the laws of Canada applicable therein without reference to conflict of law provisions.

**13. DISQUALIFICATION:** It is the responsibility of any eligible person who submits an Entry into the Promotion to ensure that he/she has complied in full with all of the conditions and requirements contained in these Official Rules. In addition to any other rights of the Sponsor contained in these Official Rules, the Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the Entry process, or with the operation of the Promotion, to be acting in violation of these Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with the apparent intent to disrupt or undermine the legitimate operation of the Promotion, or to annoy, abuse, threaten or harass any other person. The Sponsor reserves the right to seek damages and other remedies from and against any such person to the fullest extent permitted by law.

**14. OTHER DISCREPANCIES:** In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Entry or advertising or other publicity or materials concerning the Promotion and the provisions contained in these Official Rules, the provisions in these Official Rules shall prevail, govern and control.

**15. FORCE MAJEURE/PRINTING AND PROMOTION ERRORS:** The Sponsor reserves the right to suspend or terminate this Promotion or to amend, enlarge or modify these Official Rules at any time and in any way, without prior notice. Without limiting the generality of the foregoing, and subject to any governmental approval which may be required, the Sponsor reserves the right, without prior notice and at any time, to terminate the Promotion, in whole or in part, or to modify, suspend or extend the Promotion in any way, if it determines, in its sole discretion, that the Promotion is impaired or corrupted in any way or that fraud or technical problems, failures or malfunctions (including, without limitation, computer viruses, glitches, or printing or production errors) have destroyed or severely undermined the proper play, integrity, and/or feasibility of the Promotion, in whole or part. In the event the Sponsor is impeded or prevented from continuing with the Promotion as planned or intended by any event beyond its control, including, but not limited to fire, flood, natural or manmade epidemic or health hazard or crisis, earthquake, explosion, labour dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), any federal, Provincial, or local government law,

order, or regulation, public health crisis, the order of any court or jurisdiction, or by any other cause not reasonably within the Sponsor's control, then subject to any governmental approval which may be required, the Sponsor shall have the right to modify, suspend, extend or terminate the Promotion. Subject to the provisions of these Official Rules, only the type and number(s) of Prizes described in these Official Rules will be awarded in the Promotion. If, due to printing, prizing, programming, production or other errors or for any other reason whatsoever, the number of potential Prize Winners coming forward seeking to claim a Prize exceeds the number of Prizes as set out in these Official Rules, the winners, or remaining winners, as the case may be, of the number of Prizes described in these Official Rules as being available in the Prize category in question, in the sole discretion of Sponsor, may be selected in a random drawing from among all persons making purportedly valid claims for such Prize(s). Inclusion in such drawing shall be the sole and exclusive remedy in such circumstances for any eligible person who has submitted an Entry into the Promotion.

**16. INVALIDITY:** The invalidity or unenforceability of any provision of these Official 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 Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Headings and captions are used in these Official Rules solely for ease of reference, and shall not be deemed or considered to affect in any manner the meaning or intent of these Official Rules or any provision hereof. These Official Rules cannot be modified or amended in any way except in writing by a duly authorized representative of the Sponsor. Subject to the provisions of these Official Rules, employees of the Sponsor, or of any of its representatives, are not authorized to modify, amend or waive these Official Rules.

**17. CONSENT TO USE PERSONAL INFORMATION:** The Sponsor respects your right to privacy. To view the Canada Bread Company, Limited privacy policy, visit <http://www.mapleleaffoods.com/en/corporate/privacy-policy/>. In the course of conducting this Promotion, the Sponsor will acquire certain personal information as submitted by persons seeking to enter the Promotion. If any such person chooses to "opt into" receiving future communications from the Sponsor, the Sponsor from time to time will send that person email notifications of other contests, products, news and other matters which the Sponsor deems is of public interest. A person can ask the Sponsor to remove his/her name from that emailing list by contacting the Sponsor in the manner specified in the Sponsor's privacy policy on the Sponsor's website at <http://www.mapleleaffoods.com/en/corporate/privacy-policy/>. If any such person declines to "opt into" receiving further communications from the Sponsor, the Sponsor will use his/her personal information only for the purpose of conducting and administering this Promotion.

- 18.** All prizes must be accepted as awarded and cannot be substituted, transferred, and have no cash surrender value, PRIZES ARE AWARDED ON AN “AS IS” BASIS WITHOUT ANY WARRANTY WHATSOEVER, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION FITNESS FOR INTENDED USE OR MERCHANTABILITY.
- 19.** This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook®. Facebook® is completely released of all liability from each eligible person entered into this contest. Any questions, comments or complaints regarding the contest must be directed to the Sponsor or Administrator and not Facebook®. You understand that you are providing your information to Canada Bread Company, Limited and not to Facebook®. The information you provide will be used in accordance with the Sponsor’s Privacy Policy as defined in Rule 18 above.

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