

***“Dempster’s Bagels Stock Up”***  
**OFFICIAL CONTEST RULES**

1. The ***“Dempster’s Bagels Stock Up”*** contest (the **“Contest”**) is held by the Canada Bread Company, Limited (the **“Contest Sponsor”**) between 2 p.m. (EDT) on March 13, 2015 and 1:59 p.m. (EDT) on June 26, 2015 (the **“Contest Period”**).

2. By participating in the Contest, each participant agrees to be bound by these Contest’s official rules (the **“Official Rules”**).

**ELIGIBILITY**

3. This Contest is open to residents of Canada, excluding Quebec, who have reached the age of majority in their respective province. Employees, agents and representatives of the Contest Sponsor, its parent or related companies, publicity or promotional agencies, suppliers of prizes, materials and services related to the Contest, as well as their immediate family members (brothers, sisters, children, father, mother), their legal or common-law spouse and all persons with whom these employees, agents or representatives reside, whether related or not, are excluded from the Contest.

**HOW TO ENTER**

4. Participation methods: No product purchase is required to enter the Contest. To enter, a participant must use one or more of the following participation methods during the Contest Period:

- i) Post a comment about one or more Participating Product(s) on the Contest’s Facebook page located at <https://www.facebook.com/Dempsters> (the **“Contest Page”**);
- ii) Post a recipe involving one or more Participating Product(s) (including text, a photo or both) on the Contest Page;
- iii) Post a tip that showcases how to ‘stock up’ on bagels on the Contest Page; or
- iv) Post a comment about one or more Participating Product(s) on the participant’s Facebook Timeline and tag “Dempster’s Bagels”.

Maximum of three (3) entries through the Contest Page and/or Facebook profile per calendar day during the Contest Period. For each post validly made through one of the participation methods described above during the Contest Period in accordance with this Official Rules, the participant will be granted one (1) chance to participate (each, an “Entry”) in the next draw for a Monthly Prize, as further described below. Entries are not cumulative from one draw to another. Each Contest participant may only use one (1) personal Facebook profile to participate through the Contest Page. All Entries must comply with the requirements of these Official Rules, including without limitation the requirements of Sections 16 and 17.

5. Participating Products. The “Participating Products” are the following (in any size):

- i) *Dempster’s<sup>TM</sup> Maple French Toast Bagels*;
- ii) *Dempster’s<sup>TM</sup> Original Bagels*;
- iii) *Dempster’s<sup>TM</sup> Sesame bagels*;
- iv) *Dempster’s<sup>TM</sup> Everything Bagels*;
- v) *Dempster’s<sup>TM</sup> 12 Grain Bagels*;

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vi) *Dempster's<sup>TM</sup> Whole Wheat Bagels*;

vii) *Dempster's<sup>TM</sup> Cinnamon Raisin Bagels*; and

viii) *Dempster's<sup>TM</sup> Blueberry Bagels*.

## PRIZES

6. There are four (4) prizes available to be won through the Contest. Monthly draws (each, a “**Monthly Draw**”) will be held on the 4<sup>th</sup> Friday of every month during the Contest Period (March 27<sup>th</sup>, April 24<sup>th</sup>, May 29<sup>th</sup> and June 26<sup>th</sup>, 2015) at the Contest Sponsor’s Head Office in Etobicoke, Ontario, Canada. For each Monthly Draw, one (1) Entry will be randomly selected among all eligible Entries registered and received during the period preceding each Monthly Draw (as outlined below).

7. Each prize is a pack of 52 coupons that can be redeemed for one (1) Participating Product (package of six (6) bagels) (each, a “Prize”). Each Prize has an approximate retail value of \$234.00 (each coupon having a maximum retail value of \$4.50). The Prize can be redeemed with retailers in Canada only, until December 31<sup>st</sup>, 2015.

8. The Monthly Draws will take place as follows:

(i) **On March 27<sup>th</sup>, 2015**, at approximately 2 p.m., one (1) Monthly Draw will take place among all eligible Entries received between 2 p.m. (EDT) on March 13, 2015 and 1:59 p.m. (EDT) on March 27, 2015;

(ii) **On Apr 24, 2015**, at approximately 2 p.m., one (1) Monthly Draw will take place among all eligible Entries received between 2 p.m. (EDT) on March 27<sup>th</sup>, 2015 and 1:59 p.m. (EDT) on April 24<sup>th</sup>, 2015;

(iii) **On May 22, 2015**, at approximately 2 p.m., one (1) Monthly Draw will take place among all eligible Entries received between 2 p.m. (EDT) on April 24<sup>th</sup>, 2015 and 1:59 p.m. (EDT) on May 22<sup>nd</sup>, 2015; and

(iv) **On June 26, 2015**, at approximately 2 p.m., one (1) Monthly Draw will take place among all eligible Entries received between 2 p.m. (EDT) on May 22<sup>nd</sup>, 2015 and 1:59 p.m. (EDT) on June 26<sup>th</sup>, 2015.

9. The chances of winning a Prize depend on the number of eligible Entries registered and received during the period preceding each Monthly Draw (as outlined above). Entries are not cumulative from one Monthly Draw to another. Only one (1) Prize may be won per person, per Facebook account and per household.

## CLAIMING OF PRIZES

10. The participant whose Entry has been selected through a Monthly Draw (the “**Selected Participant**”) will be notified by the Contest organizers through electronic communication within five (5) days following the Monthly Draw. Upon notification, the Selected Participant must respond through the communication method described in the notification, and the Selected Participant’s response must be received by the Contest organizers within two (2) business days of such notification. If the Selected Participant does not respond in accordance with these Official Rules, he/she will be disqualified and will not receive a Prize and another eligible Entry may be selected in the Sponsors’ sole discretion until such time as a participant satisfies the terms set out herein. The Sponsor is not responsible for the failure for any reason whatsoever of a Selected Participant to receive notification or for the Contest organizers to receive a Selected Participant’s response.

11. In order to be declared the winner of a prize (the “**Winner**”), the Selected Participant must comply with the following conditions:

- i) The Contest organizers will send each Selected Participant a declaration and release form (the “**Declaration and Release**”) whereby the Selected Participant acknowledges and confirms that (i) he or she is eligible for the Contest; (ii) the Official Rules have been complied with; (iii) he or she accepts the prize as offered, (iv) he or she grants to the Contest Sponsor the unrestricted right, in the Contest Sponsor discretion, to produce, reproduce, publish, convert, broadcast, communicate by telecommunication, exhibit, distribute, translate, adapt and otherwise use and re-use the Work and his or her name,

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photograph, likeness, voice and biography in any and all media now known or hereafter devised, in connection with the Contest and the promotion and exploitation thereof; and (iv) he or she releases the Contest Sponsor and any organization participating in the award of the Prize or the Contest and their respective employees from any and all liability for any harm, accident, loss or prejudice related to the Contest, the prize or the use of the prize. The Declaration and Release Form will also include a mathematical skill testing question.

- ii) The Selected Participant must correctly answer the mathematical skill-testing question, without assistance, and must sign and return the Declaration and Release Form to the Contest organizers.
- iii) The completed and executed Declaration and Release must be returned within two (2) business days following its receipt by the Selected Participant, failing which the Selected Participant will be disqualified and the Prize forfeited.

12. Once the Selected Participant is declared a Winner, the Contest organizers will arrange for delivery of the Prize to the Winner. The Winner must allow four (4) to six (6) weeks for the delivery of his or her Prize from the date that all conditions have been satisfied.

13. Prizes must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. Any unused portion of a Prize will be forfeited and have no cash value. The Sponsors reserve the right, in its and 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.

14. In the event of a dispute related to the person who validated an Entry, such Entry will be deemed to have been validated by the authorized account holder of the Facebook account used to submit the Entry. The Selected Participant may be required by the Contest Sponsor to provide proof that he or she is the authorized account holder of the relevant Facebook account.

## **GENERAL CONDITIONS**

15. Entries are subject to verification by the Contest organizers. At the Contest organizers' discretion, verification may include the obligation to provide a piece of photo identification showing a valid address. Any Entry that is incomplete, fraudulent, lost, illegible, not in accordance with the provisions of the Official Rules or received after the Contest ends will be automatically rejected and will not give any right to a prize. The decision of the organizers to this effect is final and without appeal. The Contest Sponsor is not responsible for any errors in printing, production or distribution. In the event of an error resulting in more than the advertised number of prizes being claimed, a random draw may be held amongst all eligible claimants in order to award the correct number of prizes, at a time determined by the Contest Sponsor.

16. Each participant agrees that the content of his/her comment posted for his/her Entry(ies) will be posted on the Contest Page. Each participant represents that his/her comments do not violate any law, legislation or regulation, do not violate the rights of any third party, are not defamatory and will not contain references to any of the following: alcohol/drug consumption or smoking; 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 the Contest Sponsor); endorsement or encouragement of any illegal or risky behaviour or conduct; personal information of individuals; commercial messages; comparisons or solicitations for products or services other than products of the Contest Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of the Contest Sponsor; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Contest Sponsor in its sole and absolute discretion. The Contest Sponsor may refuse to post, or may remove from the Contest Page any comment that, in the Contest Sponsor's opinion, does not meet these standards.

17. By posting recipes, photos, texts or any other content (the "**Work**") on the Contest Page in connection with the Contest, each participant grants to the Contest Sponsor a worldwide, gratuitous, irrevocable, and non-exclusive license to copy, use, modify, reproduce, display, adapt and transmit the Work for use in all media now known or hereafter devised, in perpetuity, beginning on the date of Entry, including, but not limited to, in connection with the administration, promotion and exploitation of the Contest. The participants hereby confirm that the Work is an original work, solely created by the participant and represents to the Contest Sponsor that the Work does not infringe any copyright interest of any third party. The Contest Sponsor reserves the right to exclude any Work on the basis of concerns relating to the rights

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of third parties as determined by the Contest Sponsor in its sole discretion.

18. All intellectual property rights in the promotional material and the Contest Page are the exclusive property of the Contest Sponsor or its affiliates or licensors. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner or holder is strictly prohibited. All trade-marks are the property of their respective owners.

19. The Contest's computer system (the "**Contest Computer**") serves to regulate all technological and time-related aspects of the Contest and, among other things, is the official time-keeping device for the Contest. All decisions linked to time-related aspects as recorded or otherwise regulated by the Contest Computer are final and binding in all respects.

20. The Contest Sponsor reserves the right, at its sole discretion, to exclude from the Contest and any other Contest or future promotion organized by the Contest Sponsor, any person guilty or suspected of being guilty of having tampered with the treatment of the Entries, the Contest process or the Contest Page, of having violated the Official Rules or having acted in a disloyal manner or in a manner which adversely affects or is intended to disturb, abuse, threaten or harass another person. A participant or any other person who attempts to deliberately damage a website or hinder the legitimacy of the contest process commits criminal and civil offences and the Contest Sponsor reserve the right, in such case, to claim damages to the extent permitted by law.

## **PERSONAL INFORMATION**

21. By participating in this Contest, participants consent to the collection, use and disclosure of their personal information, by the Contest Sponsor, the Contest organizer and their authorized service providers and agents, for the purposes of administering the Contest. By accepting a prize, each Winner consents to the collection, use and public disclosure of their names, addresses (city, province), voices, statements, photos or other representations for publicity purposes in connection with the Contest in any media or other format, including but not limited to the Internet, without further notice, permission or compensation. Except as otherwise stipulated in the Official Rules, no communication, commercial or otherwise, that is not related to the Contest will be sent to participants by the Contest Sponsor, except if the participant has otherwise authorized the Contest Sponsor or its affiliated companies, when appropriate, to do so. Personal information will not otherwise be used or disclosed without the participant's consent.

## **WAIVER**

22. Each Winner acknowledges that, upon receipt of their Prize, the execution of services related to their Prize becomes the entire and exclusive responsibility of the Prize supplier and that relevant guarantee will be the sole and exclusive responsibility of the manufacturers, suppliers, distributors or retailers. In order to be declared Winners, and prior to receiving their Prize, the Selected Participants agree to sign a declaration to this effect, which will be included in the Declaration and Release.

23. The Contest organizers and Contest Sponsor shall not be liable for the malfunctioning of any computer component, software or communication line relating to the loss or absence of any communication network, or relating to any transmission rendered inadequate, delayed, mistakenly sent, incomplete, illegible or erased by any computer, fax or network, and which could limit or prevent an individual's ability to enter the Contest. The Contest organizers and Contest Sponsor shall not be liable for any damage or loss that may be caused, directly or indirectly, in whole or in part, by the downloading of any software and by the transmission of any information required for Entry in the Contest. The Contest organizers and Contest Sponsor shall not be held liable for any damage or loss that may be caused by late, lost or illegible Entries. Subject to first obtaining any necessary governmental authorizations, the Contest Sponsor reserves the right to suspend or terminate the Contest or to amend, modify or make additions to the 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 Contest Sponsor reserves the right, without prior notice and at any time, to terminate the Contest in whole or in part, or to modify, suspend or prolong it in any way, if it considers, in its sole discretion, that the holding of the Contest is in danger or corrupted in any way or that technical fraud, problems, weaknesses or malfunctions (including, without limitation, computer viruses, glitches, printing or production errors) have prevented or seriously endangered the proper functioning, integrity, and/or feasibility of the Contest, in whole or part. In the event the Contest Sponsor is prevented from continuing with the Contest as planned, or the Contest Sponsor wishes to, due to an event beyond its control, such as a fire, flood, natural or man-made epidemic or health hazard or crisis, earthquake, explosion, labour dispute or strike, fortuitous event, criminal act, satellite or equipment failure, riot or civil disturbance, terrorist threat or

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activity, war (declared or undeclared), federal, provincial or local law, order or regulation, public health crisis, order of a court or other authority, or any other factor that may reasonably be considered to be independent of the Contest Sponsor's wishes, then, subject to any governmental approval which may be required, the Contest Sponsor may modify, suspend, prolong or terminate the Contest. Subject to the provisions of the Official Rules, only the type and number of prizes described in the Official Rules will be awarded in the Contest. If, by reason of printing, programming, production or other errors, omissions or for any other reason whatsoever, the number of potential winners claiming prizes exceeds the number of prizes of each type set out in the Official Rules, the winners or remaining winners, as the case may be, of the number of prizes to be won in the category in question according to the Official Rules may, in the sole discretion of the Contest Sponsor, be selected by means of a random draw among all persons making purportedly valid claims for such prizes. Participation in such a draw shall be the sole and exclusive remedy in such circumstances for any eligible person having submitted an Entry into the Contest.

#### **FACEBOOK**

24. The Contest is neither managed nor sponsored by Facebook. The participant provides its personal information to the Contest Sponsor and not to Facebook. Facebook will not be liable in any way for any issue related to the Contest.

#### **APPLICABLE LAW**

25. The Contest is governed by federal, provincial and municipal law and regulations. The Contest 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 Official Rules in any way, at any time, for any reason without prior notice.