Promotion Terms and Conditions for "My Villaggio Calendar" offer

This Promotion is sponsored by Canada Bread Company, Limited (the "Sponsor").

Participants will require internet access and an email address, which is available free of charge at many public libraries, and many internet and online service providers and other organizations offering free email addresses.

Promotion Terms and Conditions and availability updates on the number of calendars available will be posted at www.facebook.com/villaggiobread (the "**Website**").

- 1. OFFER: Villaggio® is offering participants an opportunity to receive an 11" x 17", 32lb paper stock*. 12 Month Express Calendar (January 2013 to December 2013) with up to twelve (12) personal digital photographs from Staples® (the "My Villaggio Calendar"). Refer to section 5 (how to redeem) and section 6 below (confirmation and delivery) for more details however NOTE that participants will be required to pick up their personalized My Villaggio Calendar from their local Canadian Staples store. (*Sponsor reserves right to change specification without notice).
- 2. ELIGIBLITY: Offer is available to individual Canadian residents of the age of majority at the time of submission (no club, group, school, corporation, association or organization may participate). Employees, officers and directors (and immediate family members and members of the same household of such persons, including common law spouses) of the Sponsor, Maple Leaf Foods Inc., Staples Canada Inc. ("Staples"), their respective affiliates, agents, advertising or promotional agencies, are not eligible to participate in this Promotion.
- 3. PROMOTIONAL PERIOD AND AVAILABILITY: The "My Villaggio Calendar" offer (the "Promotion") commences at 12:00 AM (ET) on October 4, 2012 and ends at 11:59 PM (ET) on December 31, 2012 or until supplies last whichever occurs first (the "Promotional Period"). As of 12:00 AM (ET) on October 4, 2012 there will be 6,000 My Villaggio Calendars available on a first-come, first-served basis, while supplies last or by 11:59 PM (ET) on December 31, 2012 whichever occurs first. This offer expires at 11:59 PM (ET) on December 31, 2012 and envelopes requesting redemption must be postmarked by 11:59 PM (ET) on December 31, 2012 and received on or before 11:59 PM (ET) on January 18, 2013. For greater certainty, the Sponsor shall have no responsibility, obligation, or liability whatsoever for My Villaggio Calendar requests in excess of the quantity referred to above.
- 4. REQUIREMENTS LIMITATIONS: To participate in this Promotion, participants will be required to purchase and collect four (4) UPC bar codes (IIIIIIIIII) from any participating Villaggio® product listed below. Product availability is subject to participating store listings. Limit of two (2) My Villaggio Calendar requests per household address. For clarification each request must include four (4) UPC bar codes. If any participant should submit more than two (2) requests his/her additional requests will be held until after January 18, 2013 and if any inventory should remain his/her orders will be processed, after this time. If no inventory should remain after January 18, 2013 the participant order(s) will not be processed and the participant will receive an email notification to this effect. See section 5 for how to redeem.
- 5. **HOW TO REDEEM**: **NOTE**: An email account is required as order confirmation and instructions on how to upload your personalized photographs for your My Villaggio Calendar through Staples will be provided solely by email.

Complete the order form found in participating store locations, or download and complete a printable order form from facebook.com/villaggiobread or on a 8 ½ " x 11" plain piece of paper clearly print your first name; last name; complete mailing address; city; province; postal code; daytime telephone number; and email address. Attach the four (4) Villaggio® UPC bar codes (IIIIIIIIII) to your order form or plain piece of paper and

Mail all to:
"Villaggio Calendar Offer"
P.O. Box 20090, Carville PO
9200 Dufferin St.
Concord, ON L4K 0C0

Requests must be postmarked by 11:59 PM (ET) on December 31, 2012 and received at the above mailing address on or before 11:59 PM (ET) on January 18, 2013.

Postage due envelopes will not be accepted. Only original UPC bar codes (IIIIIIII) will be accepted; no photocopies or other facsimiles will be accepted. All hand-written information must be clearly legible; if not legible the envelope will be returned to sender in the original envelope it was sent in. All required materials must be received in the same envelope. Requests for more than one (1) item must be sent in its own separate envelope; failure to comply will result in the request being returned to sender. To ensure we receive your request, we recommend you send your request by registered mail or express post. Allow 3 weeks from your mailing date for an email confirmation.

The Sponsor is not responsible for envelopes which are not received and/or are lost or misdirected (whether in the mail or otherwise) no matter who is at fault. Any requests received with any incorrect UPC codes or with no email address will be forfeited and will be returned to sender with no guarantee of product availability if re-submitted. Prior to mailing, you may wish to make a copy of your submission sheet and keep it for your records.

- 6. CONFIRMATION OF ORDERS AND DELIVERY: Please read this section carefully. Allow up to 3 weeks from your mailing date for an email order confirmation. Order confirmations will be sent only by email and to the email address indicated on your order form or plain piece of paper. Note:

 Participants wishing to have their calendar before the holiday season (December 24, 2012), orders must be placed with Staples on or before 11:59 PM (ET) on December 1, 2012. Any orders received after this date will not be guaranteed a pre-holiday pick-up date.
 - Order confirmations will be sent by email and to the email address indicated on your order form. It is recommended that consumers check their spam, junk or quarantine folders as once an email is sent the Sponsor has no control as to whether or not it is delivered to your inbox.
 - The email will contain a unique Staples calendar code with instructions on how to upload and submit up to twelve (12) digital photographs. The unique Staples calendar code is required at check-out otherwise you will be charged Staples regular processing fee. If for any reason you have misplaced or deleted your unique Staples calendar code, the unique Staples calendar code will not be replaced or re-issued.
 - To place your order, participants will be required to visit <u>www.staplescopyandprint.ca</u> website.
 - Select "My Villaggio Calendar Offer" button.
 - Create an account with Staples. Once you have created your Staples account you are ready
 to upload up to twelve (12) digital photographs in either black and white or in color. The
 optimal images size of photographs for best results is 4 to 6MB with a resolution of 220ppi.
 Larger files are also acceptable but will take longer to upload. Uploading image: For best
 results it is recommended that participants use Internet Explorer 8 or higher or Goggle
 Chrome.
 - Review your submitted photograph(s) and confirm your calendar order.
 - Pick a local Staples store where you will pick up your My Villaggio Calendar.
 - If you wish to order more than your one (1) My Villaggio Calendar at your own expense, change the number of calendars from one (1) to the number you wish to order. NOTE: A single unique Staples calendar code cannot be used to order more than one (1) calendar.
 - Confirm your order.
 - Enter your unique code(s) in the space provided;
 - If you did not order any additional My Villaggio Calendars your total cost will be reduced to zero. If you ordered more than one (1) My Villaggio Calendar you will be required to provide Staples with either a second single unique Staples calendar code or a valid form of acceptable payment by Staples before your order can be processed, for any additional calendars in excess of one (1) per unique Staples calendar code.
 - Upon receipt of your order by Staples, Staples will send you an email confirmation. Email confirmations will be sent to the email address used when you created your Staples account. Your personalized My Villaggio Calendar will be ready for pick-up at your selected Staples store in approximately ten (10) business days from your order receipt date.
 - Staples will send an order update email once your My Villaggio Calendar is ready for pick up.
 - Print the confirmation email and bring it with you when you pick up your calendar.

If technical issues are experienced while creating or uploading your photographs for your calendar, click on the "Contact Us" button anywhere on the Staples website. For any other questions, contact the Sponsor at 1-800-465-5515. The Sponsor and Staples accept no responsibility for the product after your order has been placed.

Staples calendar codes must be submitted to Staples on or before 11:59 PM (ET) on February 15, 2013 after which point the Staples calendar codes will be null and voided and the participant will have no claim against the Sponsor or Staples for fulfillment.

7. CONDITIONS OF PARTICIPATION:

- a. By participating in the Promotion, participants (i) acknowledge compliance with these Official Terms and Conditions including all eligibility requirements, and (ii) agree to be bound by the Official Terms and Conditions and by the decisions of the Sponsor, made in its sole discretion, which shall be final and binding in all matters relating to this Promotion. Entrants who have not complied with these Official Terms and Conditions will be disqualified.
- b. The Sponsor will not be responsible for lost, late, incomplete or misdirected requests, any failure of the Websites on or before 11:59 PM (ET) on December 31, 2012 or for any problems or technical malfunction of a telephone or broadcast network or lines, computer on-line systems, servers, access providers, computer equipment, software, failure of any e-mail, on-line, or Internet request to be received by Sponsor or their third party service providers on account of technical problems or traffic congestion on the Internet, or any combination thereof that may affect an individual's ability to view the offer, or for any injury or damage to any person or to a consumer's or any other person's computer or property related to or resulting from downloading any material in connection with this Promotion.
- c. The Sponsor reserves the right to verify the validity of all redemptions and disqualify any claimant for tampering with the redemption process or for making a redemption attempt which is not in accordance with these terms and conditions. The Sponsor reserves the right to suspend or terminate this Promotion in the event that the level of redemptions indicates that improper or fraudulent redemptions are being attempted. Incomplete or improperly completed redemptions will not be accepted or acknowledged.
- d. If a dispute arises regarding who received a Staples calendar code, the Staples calendar code will be deemed to have been received by the authorized account holder of the e-mail address provided on the order form or plain piece of paper. An "authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.
- e. Any Staples calendar codes, or any other materials used in this Promotion that has been tampered with, altered, reproduced, not legitimately obtained, or which contain or reflect any error will be void.
- f. The Sponsor reserves the right at its absolute discretion to modify, or withdraw this Promotion at any time, in whole or in part, without prior notification. Any orders in process at the time of the Promotion being modified or withdrawn will be either completed or returned or modified at the sole discretion of the Sponsor.
- g. In the event of any discrepancy or inconsistency between the terms and conditions of these English Terms and disclosures or other statements contained in any Promotion-related materials, including, but not limited to: French version of these Terms, and/or point of sale, television, print or online advertising; the terms and conditions of these English Terms shall prevail, govern and control.
- h. The Sponsor and Staples have no liability for any personal loss, injury or illness, associated with this Promotion and are not responsible for any disagreement concerning quality, appearance, or availability of featured products.

- The personal information collected will only be used by the Sponsor and Staples for the purpose of fulfillment and administration of this Promotion, unless otherwise authorized by the consumer.
- j. Void where prohibited, taxes or restriction by law.
- k. This Promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to the Sponsor and not to Facebook. The information you provide will only be used for the administration of the Promotion and in accordance with the Sponsor's privacy policy at http://www.mapleleaffoods.com/en/corporate/privacy-policy/ unless you otherwise agree. Facebook is completely released of all liability by each participant in this Promotion. Any questions, comments or complaints regarding the Promotion must be directed to the Sponsor and not Facebook.

8. LEGAL

- a. You agree to defend, indemnify and hold harmless the Sponsor, Maple Leaf Foods Inc., Staples, their affiliates and each of their respective officers, directors, employees and agents, from and against any and all claims, actions or demands, including without limitation reasonable legal and accounting fees, resulting from or related to: (a) your breach of any of these Terms and Conditions; (b) your access to or use of the content of this Web Site or Staples Web Site; (c) your use or reliance on, or publication, communication or distribution of anything on or from this Web Site or Staples Web Site; or (d) use of the Calendar. You shall use your best efforts to cooperate with us in the defence of any claim. We reserve the right, at our own expense, to assume the exclusive defence and control of any matter otherwise subject to indemnification by you.
- b. THE "MY VILLAGGIO CALENDAR" OFFER IS PROVIDED STRICTLY ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER FROM THE SPONSOR, MAPLE LEAF FOODS INC., STAPLES AND THEIR AFFILIATES, OFFICERS, DIRECTORS, AND EMPLOYEES, WHETHER EXPRESS OR IMPLIED. ANY CLAIMS SHALL BE THE SOLE RESPONSIBILITY OF THE MANUFACTURER OF THE CALENDAR.
- c. This agreement is personal to you, and you may not assign your rights or obligations to anyone, including, without limitation any club, school, group, corporation, association or organization. These Terms and Conditions constitute the entire agreement between the Sponsor and you pertaining to your use of this Web Site, and the promotional offer and supersedes any prior agreements between you and the Sponsor with respect to the subject matter hereof. The Sponsor's failure to insist upon or enforce strict performance of any right or provision of these Terms and Conditions shall not constitute or be construed as a waiver of any right or provision. If any of the provisions (or parts thereof) contained in these Terms and Conditions are determined to be void, invalid or otherwise unenforceable by a court of competent jurisdiction, such determination shall not affect the remaining provisions (or parts thereof) contained herein. No changes to these Terms and Conditions shall be made except by a revised posting on this page or except as otherwise expressly contemplated herein. The parties have required that these Terms and Conditions and all documents relating thereto be drawn up in English. Les parties ont demandé que cette convention ainsi que tous les documents que s'y rattachent soient rédigés en anglais.

® VILLAGGIO IS A REGISTERED TRADEMARK OF CANADA BREAD COMPANY, LIMITED

™ TRADEMARKS OF CANADA BREAD COMPANY, LIMITED. Calendar may not be exactly as shown.

Product availability is subject to participating store listings.

| <u>Atlantic</u> | (Nova Scotia, New Brunswick, Prince Edward Island, Newfoundland and Labrador) |
|-----------------|---|
| 60347-01290 | Villaggio White Loaf |
| 60347-01291 | Villaggio 100% Whole Wheat Loaf |
| 68721-00455 | Villaggio Garlic Bread |

| 60347-02160 | Villaggio Crustini Buns |
|----------------|---|
| 60347-02159 | Villaggio Sausage Buns |
| | |
| <u>Quebec</u> | |
| 61077-77124 | Villaggio Original White Loaf |
| 61077-77179 | Villaggio Sesame Loaf |
| 61077-77127 | Villaggio 100% Whole Wheat Loaf |
| 61077-77224 | Villaggio White Duo |
| 61077-77227 | Villaggio 100% Wheat Duo |
| 61077-77279 | Villaggio Sesame Duo |
| 61077-77165 | Villaggio Crustini Buns 8-pack |
| 61077-77167 | Villaggio Sausage Buns 6-pack |
| <u>Ontario</u> | |
| 68721-00350 | Villaggio White Loaf |
| 68721-00351 | Villaggio Sesame Loaf |
| 68721-00388 | Villaggio 100% Whole Wheat Loaf |
| 68721-00455 | Villaggio Garlic Bread |
| 68721-00352 | Villaggio Crustini Buns 8-pack |
| 68721-00353 | Villaggio Sausage Buns 6-pack |
| West | (Alberta, Manitoba, Saskatchewan, British Columbia, |
| | North West Territories, Yukon) |
| 68721-10354 | Villaggio White Loaf |
| 68721-00355 | Villaggio Sesame Loaf |
| 68721-00362 | Villaggio 100% Whole Wheat Loaf |
| 68721-00352 | Villaggio Crustini Buns |
| 68721-00353 | Villaggio Sausage Buns |