

## Guess the Number – Contest Rules

**Eligibility:** This contest is open only to those whose entries satisfy all the submission criteria and who are 18 years of age or older as of the date of entry. The contest is only open to legal residents of Canada and is void where prohibited by law. Excluded from eligibility are employees, officers, directors, agents and representatives of Organic Week and the Canadian Organic Growers (56 Sparks St. Suite 600, Ottawa, ON K1P 5B1), and their parents, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, Contest administrators, and any other parties engaged in the development, production or distribution of Contest materials and those living in the same household, none of which are eligible to enter this Contest or win a Prize. The contest is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

**Agreement to rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Organic Week as final and binding as it relates to the content of this Campaign.

**Contest period:** Entries will be accepted online starting on September 18th, 2023 at 8AM Eastern Standard Time (ET) and ending September 24th, 2023 at 11:59PM ET.

**How to enter:** To enter the contest, entrants must comment their guess of number of the items in photograph. Entrants must follow choosecanadaorganic, like the post, and tag a friend in the comments section.

**Prizes:** We have many prizes to give away that have been donated by Organic Week sponsors. The specifics of the prize shall be solely determined by Organic Week. No cash or other prize substitution shall be permitted. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Organic Week to use Winner’s name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

**Terms of prize acceptance:** All Prizes must be accepted as awarded. No substitution, assignment or transfer of prizes is permitted, except: (i) as otherwise explicitly provided herein; or (ii) in the Sponsor’s sole discretion. The Sponsor reserves the right to substitute a Prize with one (1) of comparable or greater value without liability or consent. Prizes are non-transferable and subject to availability.

**Odds:** The odds of winning depend on the number of eligible entries received

**Winner selection and notification:** Winner will be selected by random draw. Winners will contact directly via Instagram DM. Winners are responsible for replying to choosecanadaorganic to claim their prize. Organic Week shall have no liability for Winner’s failure to receive notices due to spam, junk e-mail or other security settings or for Winner’s provision of incorrect or otherwise non- functioning contact information. If Winner cannot be contacted, is ineligible, fails to claim

the prize within 2 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited, and an alternate Winner selected. Receipt by Winner of the prize offered in this contest is conditioned upon compliance with any and all federal, state, and local laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT ORGANIC WEEK'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

**Rights granted by you:** By entering this contest You understand and agree that Organic Week, anyone acting on behalf of Organic Week, and Organic Week's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the contest, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes. without any further compensation, notice, review, or consent.

**Terms and conditions:** Organic Week reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the contest should virus, bug, non-authorized human intervention, fraud, or other cause beyond Organic Week's control corrupt or affect the administration, security, fairness, or proper conduct of the contest. In such case, Organic Week may select the Winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Organic Week. Organic Week reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or website or violates these Terms & Conditions. Organic Week has the right, in its sole discretion, to maintain the integrity of the contest, to void submissions for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by contest rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the contest may be a violation of criminal and civil laws. Should such attempt be made, Organic Week reserves the right to seek damages to the fullest extent permitted by law.

**Limitations of liability:** By entering, You agree to release and hold harmless Organic Week and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

**Disputes:** THIS CONTEST IS GOVERNED BY THE LAWS OF Canada AND your province/territory, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this

contest, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in your province/territory having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this contest). Participant further waives all rights to have damages multiplied or increased.