

**WE WANT TO HEAR FROM YOU
("CONTEST") OFFICIAL CONTEST RULES
("OFFICIAL RULES")**

OPEN TO CANADIAN RESIDENTS ONLY, EXCLUDING RESIDENTS OF THE PROVINCE OF QUEBEC

THIS CONTEST IS INTENDED TO BE CONDUCTED IN CANADA ONLY AND SHALL BE GOVERNED AND CONSTRUED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. BY ENTERING THIS CONTEST, ENTRANT ACCEPTS AND AGREES TO BE BOUND BY THESE OFFICIAL RULES. VOID IN WHOLE OR PART WHERE PROHIBITED BY LAW. **THE INFORMATION YOU PROVIDE MUST BE TRUTHFUL, COMPLETE, ACCURATE AND IN NO WAY MISLEADING AND WILL ONLY BE USED TO ADMINISTER THE CONTEST IN ACCORDANCE WITH EGGSMART'S PRIVACY POLICY LOCATED AT <http://www.eggsmart.com/privacy.aspx> ANY QUESTIONS, COMMENTS OR COMPLAINTS REGARDING THE CONTEST MUST BE DIRECTED TO SPONSOR.**

1. **NO PURCHASE NECESSARY.** "WE WANT TO HEAR FROM YOU" Contest is sponsored by Eggsmart (the "Sponsor") and administered by an agent of Eggsmart and Chatter Research Inc (the "Administrator").
2. **CONTEST PERIOD:** The Contest starts at 12:00:01 a.m. ET on March 11 and closes at 11:59:59 PM EST on April 28, 2019 (the "Contest Period"). All times are Eastern Time ("ET").
3. **ELIGIBILITY.** To be eligible to enter and win this Contest:
 - (a) you must be a legal resident of Canada, residing in Ontario and the age of majority or older at the time of entry;
 - (b) you must enter the Contest at participating locations and complete the survey that was provided to you on the takeaway card or poster;
 - (c) Employees, officers, directors, agents or representatives of the Sponsor, respective affiliates, subsidiaries, licensees, related companies, advertising and promotional agencies and the family and household members of any of the above, are not eligible to participate in the Contest.

The Sponsor reserves the right at any time to require proof of identity and/or eligibility to participate in the Contest and any failure to provide such proof may result in disqualification at the Sponsor's sole discretion.

4. **HOW TO ENTER.** You can enter via text, as set out below:
 - (a) **Via Text Message:** text the qualifying word found on Eggsmart's table talker to the number provided;
 - (b) **Scan QR Code:** scan the QR code on Eggsmart's table talker;
 - (c) **Complete all of the questions**
 - (d) All Entries become the sole property of the Sponsor and none will be returned for any reason. Entries will be declared invalid if they are late, illegible, incomplete, garbled or mechanically or electronically reproduced. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.
 - (e) By participating in this Contest, entrant represents and warrants that: (i) survey

responses do not contain any material that is libelous, defamatory, profane or obscene; (ii) responses are original and all right, title, and interest (including copyright) therein and thereto is owned and/or controlled by the entrant to the full extent necessary to enable the Sponsor to use responses as contemplated by these Contest Rules.

- (f) Limit of one (1) Entry per person. In the case of multiple entries, only the first Entry will be considered.
 - (g) Time keeping for this contest shall be determined solely by the Sponsor's server clock. Any discrepancy between the time or time remaining in the Contest Period as stated on the Website or in any promotional materials thereof and the time or time remaining as determined by the Sponsor, the Sponsor's server clock shall prevail.
 - (h) By entering via text, you agree that you are solely responsible for all data or text messaging charges that you incur. All such charges are billed by and payable to your mobile service provider. Please contact your participating mobile service provider for pricing plans, participation status and details. Normal Internet access, phone, and usage charges imposed by your online or phone service may apply.
 - (i) Entries received shall be deemed to be submitted by the authorized account holder of the phone number associated with the entry. For the purpose of the Contest Rules, "authorized account holder" of a phone number is defined as the natural person who is assigned to a phone number by a mobile telephone provider, on-line service provider, or other organization responsible for assigning phone numbers. Each selected entrant may be required to provide the Sponsor with proof that the selected entrant is the authorized account holder of the phone number associated with the winning entry.]
5. **Prize.** There are two (2) grand prizes (individually "Prize" and collectively "Prizes") available to be won by the Prize winners (individually "Winner" and collectively "Winners") each consisting of a \$100 Gift Card.:
- (a) Prizes will be fulfilled within **ten (10)** days after Winners have been successfully contacted and notified of his/her Prize and fulfilled the requirements set out herein.
 - (b) If a Winner fails to comply with these Contest Rules, withdraws for any reason, he/she will be disqualified and will not receive a Prize and the Sponsor reserves the right to select another or additional entrant(s), in the Sponsor's sole discretion, until such time as another eligible entrant satisfies the terms set out herein.
 - (c) Prize must be accepted as awarded without substitution and cannot be transferred, assigned or redeemed for cash, except at the sole discretion of the Sponsor. In the event a Prize (or any component thereof) cannot be awarded for any reason (including but not limited to force majeure or production exigencies), Sponsor reserves the right, in its sole discretion, to substitute for another prize (or any component thereof) of equal or greater value, without liability. Any unused portion of a Prize will be forfeited and shall have no cash value.
 - (d) **Shipped Prizes shall not be insured** and Sponsor shall not assume any liability for lost, damaged or misdirected Prizes.

6. **WINNER SELECTION.** Two (2) Winners shall be selected as follows:

- (a) On or about April 1, 2019 (first draw) and May 1, 2019 (second draw) (individually "Draw Date" and collectively "Draw Dates") the Sponsor at its offices located at 77 Progress Avenue, Toronto ON at 4:00:00 PM EST, Sponsor shall one winner April 1 and May 1, 2019 from entrants by way of random computer-generated draw from all eligible entries received. The odds of being selected as a potential winner are dependent upon the number of eligible entries received by the Sponsor. Before being declared a Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered on the Declaration and Release Agreement to comply with the Contest Rules and sign and return the Release (described below). The Sponsor may, in its sole discretion, provide an alternative to the mathematics skill-testing question or vary the requirements to perform any skill-testing component of the Contest to accommodate entrants with physical or cognitive disabilities.
- (b) THE SELECTED ENTRANT WILL BE NOTIFIED BY TEXT MESSAGE AND MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the selected entrant must respond by telephone or email to the contact number provided in the notification. If the selected entrant does not respond in accordance with the Contest Rules, he/she fails to comply with the terms of these official Contest Rules or voluntarily withdraws from the Contest, he/she will be disqualified and will not receive a Prize and another entrant may be selected in the Sponsor's sole discretion until such time as an entrant satisfies the terms set out herein. The Sponsor are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsor to receive a selected entrant's response.
- (c) In the event of an error in the entry or drawing process, or any other aspect of the Contest, that results in more selected entrants than contemplated in these Official Rules, the Sponsor will conduct a random draw amongst all eligible selected entrants, to award the correct number of Prizes, after the close of the Contest Period.
7. **INDEMNIFICATION.** By entering the Contest, entrant releases and holds Sponsor and its respective parent companies, subsidiaries, affiliates and/or related companies and each of their employees, directors, officers, suppliers, agents, Sponsor, administrators, licensees, representatives, advertising, media buying and promotional agencies harmless from any and all liability for any injuries, loss or damage of any kind to the entrant or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any Prize, participation in the Contest, any breach of the Official Rules, or in any Prize-related activity. The entrant agrees to fully indemnify Releasees from any and all claims by third parties relating to the Contest, without limitation.
8. **RIGHTS.** By completing and submitting the survey to the Sponsor in connection with the Contest, each entrant shall retain all right, title and interest (including copyright) in and to the responses, and shall grant to the Sponsor a worldwide, gratuitous, irrevocable, and exclusive license to copy, use, modify, reproduce, display, adapt and transmit responses 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 entrant hereby confirms that the responses are an original work, solely created by the entrant, and that no third party has a claim of any kind to the responses or any part thereof. Sponsor assumes no responsibility for any claims of infringement of rights to copyright, privacy and/or personality, and all such liability shall remain with the entrant. In addition, each entrant represents to Sponsor that responses do not infringe any copyright interest of any third party and that responses are not defamatory or obscene and do not violate any laws relating to hate

speech or otherwise. Sponsor reserves the right to exclude any responses on the basis of concerns relating to the rights of third parties, including but not limited to privacy, copyright, defamation, rights of personality, obscenity or hate speech, as determined by the Sponsor in its sole discretion.

9. **LIMITATION OF LIABILITY.** The Sponsor assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, cellular phone, mobile device, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. The Sponsor is not responsible for any errors, omissions or inaccurate information, whether caused by website or mobile application users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems, failures or technical malfunction of any telephone network or lines computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, mobile applications on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. The Sponsor is not responsible for any injury or damage to entrant or to any computer or cellular phone or mobile device related to or resulting from participating or downloading materials or applications in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any Prize. The Sponsor assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsor, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, lack of participation, fairness, integrity or proper conduct of this Contest or the Contest Website.

10. **CONDUCT.** By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website and made available upon request by self-addressed, stamped envelope to Eggsmart, "We Want To Hear From You" Contest Contest, at 77 Progress Avenue, Toronto, ON M1P 2Y7 throughout the Contest Period. Entrant further agrees to be bound by the decisions of the Sponsor, which shall be final and binding in all respects. The Sponsor reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest or the Contest Website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any online Brand property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE CONTEST WEBSITE, CONTEST APPLICATION OR ANY RELATED WEBSITE UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING BUT NOT LIMITED TO CRIMINAL PROSECUTION.
11. **PRIVACY / USE OF PERSONAL INFORMATION.** The Sponsor respects your privacy. By participating in the Contest, you: (i) grant to the Sponsor the right to use your alias or nick name, full name, mailing address, phone number, and e-mail address, ("Personal Information") to administer the Contest, including but not limited to contacting and announcing the Winner and awarding prizes; (ii) grant to the Sponsor the right to use Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledge that the Sponsor may disclose Personal Information to third-party service providers and agents of the Sponsor in connection with any of the activities listed in (i) and (ii) above. The Sponsor will only use the entrant's Personal Information for identified purposes and only if consent is given at the time of entry to provide you with information regarding upcoming promotions/contest of the Sponsor. For more information regarding the manner of collection, use and disclosure of by the Sponsor, please refer to the Sponsor's Privacy Policy at: <http://www.eggsmart.com/privacy.aspx>
12. **TERMINATION.** 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 Contest Rules in any way, at any time, for any reason without prior notice.
13. **LAW.** The Contest is subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsor. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules or the rights and obligations as between the entrant and the Sponsor in connection with the Contest shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
14. **LANGUAGE DISCREPANCY.** In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall

prevail, govern and control. In the event of any discrepancy or inconsistency between the English language version and the French language version of the Contest Rules, the English version shall prevail, govern and control.

15. **INTELLECTUAL PROPERTY.** All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsor and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.