

**THIS CONTEST IS OPEN TO CANADIAN RESIDENTS ONLY
AND IS GOVERNED BY CANADIAN LAW**

1. KEY DATES:

The Grace Foods Cooking with Kids contest (the “**Contest**”) is brought to you by Grace Foods Canada Inc. (the “**Sponsor**”) and begins on May 25, 2020 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on June 30th, 2020 at 11:59:59 p.m. ET (the “**Contest Period**”).

2. ELIGIBILITY:

Contest winners will be selected from residents residing in Greater Toronto Area. Contest is open to residents of Canada (excluding Quebec) who have reached the legal age of majority in their province/territory at the time of entry; except employees, representatives, agents, officers or directors (and those with whom such persons are living, whether related or not) of the Sponsor, its divisions, subsidiaries, associated and affiliated entities, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”).

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Rules.

4. HOW TO ENTER:

Participants can enter on either Grace Foods Canada’s Instagram or Facebook Page, @gracefoodsca using the hashtag #cookingwithgraceca. All participants must follow the on-screen instructions in accordance with these Rules by visiting www.gracefoods.ca/cooking-with-kids. To be eligible, an Entry must be submitted and received in accordance with these Rules during the Contest Period. Once your Entry is submitted, you will receive one (1) Entry into the random draw for the Prize. Instructions to enter the contest are: 1) Follow @gracefoodsca on Instagram and/or Facebook. 2) Post a photo of yourself cooking with your family & using Grace products. Tag @Gracefoodsca in your post and use the hashtag #Cookingwithgraceca 3) Tag 3 friends in the contest post on the official @gracefoodsca on Instagram and/or Facebook page.

5. VERIFICATION:

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of an Entry for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor. Proof of transmission (screenshots or captures etc.) or attempted transmission of an Entry or of an attempted Entry request or of any communication, does not constitute proof of delivery or receipt by the Sponsor.

6. PRIZE:

There are four (4) prizes (the “**Prizes**”) Cooking with kids survival kit available to be won consisting of a selection of Grace products and other items as the sponsor sees fit and at the discretion of the Sponsor. By accepting the Prize, the confirmed Prize winner agrees to waive all recourse against the Released Parties if the Prize does not prove satisfactory, either in whole or in part, where applicable.

The Prize must be accepted as awarded and is not transferable or assignable (except as may be specifically permitted by Sponsor in its sole and absolute discretion).

Where applicable, none of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of the Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from neither the Sponsor nor any of the Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory.

7. ELIGIBLE PRIZE WINNER SELECTION PROCESS:

On July 8th, 2020 in Toronto, ON at approximately 2:00 p.m. ET, four (4) eligible entrants will be selected by random draw from among all eligible entries submitted and received during the Contest Period. The odds of winning the Prize depend on the total number of eligible entries submitted and received during the Contest Period.

8. WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the eligible winner (using the information available to the Sponsor) within ten (10) business days of selection as an eligible winner. If the eligible winner cannot be contacted within ten (10) business days of the Sponsor’s first attempted contact, or if there is a return of any notification as undeliverable and/or if any correspondence is not responded to; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible

winner in accordance with the applicable procedures as outlined in these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

9. WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES, EVEN IF SUCH PERSON IS ANNOUNCED AS THE WINNER OR AN ELIGIBLE WINNER. BEFORE BEING DECLARED AS THE CONFIRMED PRIZE WINNER, the eligible winner will be required to correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release). By participating in the Contest and accepting the Prize, the eligible winner hereby: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the applicable Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. **IMPORTANT NOTE:** The Sponsor may, in its sole and absolute discretion, require an eligible winner to sign and return the Sponsor's form of declaration and release prior to confirming the eligible winner as a confirmed winner in accordance with these Rules. If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to properly execute and return any required Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the applicable Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible winner in accordance with the applicable procedures as outlined in these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). Any forfeited or unclaimed Prize(s) in this Contest will NOT be awarded – except in the sole and absolute discretion of the Sponsor.

GENERAL CONDITIONS:

10. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal. **ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.** The Sponsor reserves the right, in its sole and absolute discretion, to disqualify any individual that it deems to be in violation of these Rules. The Sponsor reserves the right to refuse an Entry from any person whose eligibility is in question or who has been disqualified or is otherwise ineligible to enter. In its sole and absolute determination, the Sponsor may disqualify any person who acts in any manner to threaten or abuse or harass any person and to void all such person's Entries requests.

11. The Released Parties will not be liable for: (i) any failure of any Website or any platform during or after the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any information or materials whatsoever to be received, captured, recorded or function properly for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

12. The Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

13. Where applicable, the approximate retail values as stated by the Sponsor in point of sale advertising, and other advertising, promotion materials, and/or in these Rules are subject to price fluctuations in the consumer marketplace based on, among other things, the passage of time between the date the approximate retail values are stated by the Sponsor and the date the prizes are awarded or redeemed. If, at the time a prize is redeemed or awarded, the actual prevailing retail purchase price for the prize is less than the approximate retail value stated by the Sponsor in point of sale, television and print advertising, promotion materials, and/or in these Rules, the prize winner will not be entitled to a cheque or cash for the price difference.

14. If due to printing, production, online, internet, computer or other error of any kind, more prizes are claimed than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid prize and/or conduct a random draw from amongst all eligible prize claimants to award the correct number of prizes. In no event whatsoever will the Sponsor or any of the Released Parties be liable for more than the number, type and value of prizes as stated in these Rules.

15. By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy (available at: www.gracefoods.ca/cooking-with-kids). This section does not limit any other consent(s) that an individual may provide the Sponsor or others

in relation to the collection, use and/or disclosure of their personal information.

16. The Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant and/or any other information or materials with these Rules, or as a result of any problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

17. In the event of any discrepancy or inconsistency between the terms and conditions of these English Rules and disclosures or other statements contained (where applicable) in any Contest-related materials, including, but not limited to, the Website(s), point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

18. The invalidity or unenforceability of any provision of these 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 Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

19. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Contest will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, 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. The parties hereby consent to exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Contest.

20. Once the Prize winner has been confirmed and verified, the Prize winners' names will be posted on www.gracefoods.ca/cooking-with-kids