

## Exclusive to the Pros – Spyder VIPpro Bench

### Official Rules

**NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. MATHEMATICAL SKILL TESTING QUESTION REQUIRED. VOID WHERE PROHIBITED BY LAW.**

- 1. Contest Organizers.** The contest organizers of the “Exclusive to the Pros – Spyder VIPpro Bench” contest (the “**Contest**”) are Lowe’s Companies Canada, ULC and Lowe’s 220 limited partnership (for Lowe’s banner) (collectively, “**Lowe’s**”) and RONA inc. (for RONA and Réno-Dépôt’s banners) (“**Rona**” and, collectively or indistinctly with Lowe’s, (the “**Organizer**”), all having their head office located at 220 Chemin du Tremblay, Boucherville, Quebec, J4B 8H7;
- 2. Eligibility.** Only Rona or Lowe’s customers who (i) have a VIPpro account in one of the RONA, L’Entrepôt Rona, Réno-Dépôt or Lowe’s corporate stores (this account may be opened during the Contest Period, subject to the eligibility requirements for such a VIPpro account), (ii) are legal residents of Canada (except for Yukon, Northwest Territories and Nunavut) who are at least the legal age of majority in their province of residence (iii) have a valid email address and Internet access, and (iv) at the time of entering the Contest, or within six (6) months prior to the Contest start date, are employed as an independent contractor, owner, labourer or tradesperson, by a Canadian contracting firm. For the purposes of these Official Contest Rules, a “Canadian contracting firm” is a company operating in Canada that alters, renovates, repairs or constructs residential, commercial and/or industrial properties.

The Organizer and its related entities, subcontractors, mandataries, or representatives involved in the organization of the Contest or the provision of a Prize (as defined below), or a portion of the prize, as well as their employees, the members of the jury and any other person domiciled at the same address as the persons mentioned above are not eligible to enter into the Contest. Advertising and promotional agencies as well as any other person engaged in the development, production or distribution of materials related to this Contest are considered subcontractors of the Organizer.

At any time, the Organizer may, for the purposes of the Contest, request proof of the identity or eligibility of any person entering the Contest (the “**Entrant**”). Failure to provide proof within five (5) days following such a request by the Organizer may result in the Entrant’s disqualification, at the Organizer’s sole discretion. All information provided by the Entrant to the Organizer must be true, accurate and complete. The Organizer reserves the right to disqualify any Entrant whose entry is received outside the Contest Period (as defined below) or which contains false, fictitious, inaccurate or incomplete information.

- 3. Timing.** The Contest begins on May 6<sup>th</sup>, 2021 at 12:01 a.m. Eastern Time (“**ET**”) and ends on May 12<sup>th</sup>, 2021 at 11:59 (59 seconds) p.m. ET (the “**Contest Period**”). Organizer’s computer is the official time keeping device for this Contest.
- 4. Agreement to Rules.** By participating to the Contest, Entrant agrees to be fully and unconditionally bound by these Official Rules (the “**Rules**”) and the Organizer’s Terms of Use available at <https://www.lowes.ca/about/terms-of-use> in the case of Lowe’s and

<https://www.rona.ca/en/privacy-policy> and <https://www.renopot.com/en/privacy-policy> in the case of Rona (collectively, the “**Terms of Service**”), and represents and warrants that he or she meets the eligibility requirements set forth herein. ANY VIOLATION OF THESE RULES OR THE TERMS OF SERVICE BY ANY ENTRANT WILL RESULT IN DISQUALIFICATION, AND ALL PRIVILEGES (INCLUDING THOSE AS WINNER, IF APPLICABLE) WILL BE IMMEDIATELY TERMINATED. Except in Quebec where prior approval from the Régie des alcools, des courses et des jeux may be required, the Entrant agrees to accept all decisions of the Organizer as final and binding in all matters relating to the Contest.

**5. How to Enter.** No purchase is necessary to enter the Contest.

5.1 Online entrance. To enter the Contest in this manner, the Participant must have a valid e-mail address and must use a device that can access the Internet and the Contest page on the Organizer's website, [vip-pro.ca/spyder-contest](http://vip-pro.ca/spyder-contest) (the "**Page**") in order to complete the Contest form. Internet access is available free of charge in various public places, including several municipal libraries. Once on the Page, the Participant must fill out the entry form, submit it and ensure that he/she reaches the page confirming the transmission of the entry.

5.2 Entrance with the application. To enter the Contest in this manner, the Participant will need to use a device that can access the Internet and the VIPpro application (the "**Application**") in order to complete the Contest form. In order to use the Application, the Participant must have a VIPpro account (the "**Account**"). If the Participant does not have an Account, the Participant may open one during the Contest Period. By using the Application and submitting personal information on the Application, the Participant may be required to agree to be bound by the terms and conditions of use and privacy policy applicable to the Application. Once in the Application, the Participant must click on the Contest banner to access the entry form. Then, the Participant must complete and submit the entry form and ensure that he/she reaches the confirmation page for transmission of the entry. The Entrant must indicate in the Contest form at which Lowe's, RONA or Réno-Dépôt store the Entrant wishes to pick up the Prize.

Any entry on the Page or the Application that does not comply with the procedure established above will not be considered for the awarding of the Prizes and the Organizer will assume no liability in this regard.

In the event of a dispute regarding an entry, the authorized account holder of the email account linked to the VIPpro account used to enter will be deemed the Participant. The "authorized account holder" is the natural person who is assigned an e-mail address by the Internet service provider or other person responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. The potential winner may be required to provide proof that he/she is the authorized account holder.

**6. Limit:** Each Entrant may enter one (1) time the Contest during the Contest Period regardless of the method of entry selected. An Entrant's chances of winning a Prize may vary depending on the number of entries received. Multiple Entrants are not permitted to share the same email address or VIPpro account. Any attempt by any Entrant to obtain more than the stated number of entries by using multiple identities, or any other method will void that Entrant's entries and that Entrant will be disqualified. A proxy shall not be named for the purposes of this Contest. The use of any automated system to participate

is prohibited and will result in disqualification. Any individual tampering with the entry process or the operation of the Contest or acting in violation of the Rules of this Contest or any other promotion or in an unsportsmanlike or disruptive manner will be disqualified from the Contest. Unless it arises from the act of the Organizer or its representative, neither Organizer nor any of its affiliates nor any of their representatives will be responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified.

7. **Prize.** There are one hundred and fifty (**150**) prizes available to be won (each a “**Prize**”) with an estimated total value of **\$11,998.50**. The Prizes and their estimated value are as follows:

Detailed Price Description	Approximate Value of the Prize	Number of Awards
<b>A Spyder bench with VIPpro colors</b>	\$79.99	Total of <b>150</b> Prizes

The Prize is not transferable or convertible to cash. The Prize must be accepted as awarded and no additions or substitutions will be permitted. Organizer reserves the right to substitute a Prize for a prize of equal or greater value if the Prize should become unavailable for any reason whatsoever. Winner is responsible for all fees associated with the receipt or the use of a Prize, if any. Under no circumstances will the Organizer be required to award more prizes than indicated in this Section **Erreur ! Source du renvoi introuvable.**

8. **Selection.** On June 1st, 2021 at 9 a.m. ET, one hundred and fifty (**150**) Entrants will be selected from all entries received (the "**Selected Participant**"). This selection will be in a random drawing by the Organizer at 220 Chemin du Tremblay, Boucherville (Quebec) J4B 8H7. Odds of winning depend on the number of eligible people participating in the Contest.
9. **Verification of Potential Winner.** In order to be declared a winner, any selected Entrant must:

9.1 Be contacted by the Organizer by email, telephone or any other means of electronic communication deemed reasonable by the Organizer in the circumstances, within the three (3) business days of the draw. If the selected Entrant cannot be reached within the prescribed time, he will automatically lose his Prize without any recourse or other form of compensation. His participation will be cancelled and a second Entrant will be selected. If the second selected Entrant cannot be reached within three (3) business days of the second draw, his participation will be cancelled and a third Entrant will be selected under the same conditions. If the third selected Entrant cannot be reached within three (3) business days of the third draw, the Prize will not be awarded;

9.2 Accept the Prize as described in the Rules or the substitute prize of equal or greater value as determined by the Organizer in its sole discretion. The selected Entrant will not be able to require that a Prize be transferred to another person, substituted for

another prize or other goods or services, or exchanged in whole or in part for cash or any other form of compensation;

- 9.3 Have completed and signed a declaration and release form (the “**Form**”) that will be sent to him/her by email or otherwise and have returned it to the Organizer within the reasonable period of time indicated by the Organizer when transmitting the Form;
- 9.4 Correctly answer, without any help and within a limited time, to a mathematical skill-testing question. A wrong answer will result in the disqualification of the selected Entrant; and
- 9.5 Not have, directly or indirectly, any outstanding amounts payable to the Organizer, its affiliates and any other affiliated entities, whether under a contractor account, charge account or otherwise.

Failure to comply with any of the conditions mentioned in the Rules or to accept the Prize will result in the selected Entrant being disqualified. In such an event, the Organizer may choose not to award the Prize or, if time permits, to proceed with the drawing of another Entrant who shall comply with the procedure described in this section **Erreur ! Source du renvoi introuvable.**, the whole until an Entrant is declared a winner of the Prize, in compliance with these Rules.

**10. Prize award.** Within ten (10) business days following the receipt of the duly completed and signed Form and the right response to the mathematical skill-testing question, the Organizer will communicate with the Prize winner in order to take the necessary arrangements for the delivery of the Prize to the winner. The Prize must be picked up by the Participant at a participating Lowe’s, RONA or Réno-Dépôt store. Prizes will be awarded on or about June 10, 2021.

At the presentation of the Prize, the winner will be required to take a photo with the Prize and members of the Organizer's staff.

**11. Prize refusal.** An Entrant’s refusal to accept the Prize, in whole or in part, releases the Organizer from all obligations related to the awarding of the Prize or part thereof to that Entrant or to any other Entrant.

**12. General Conditions.** The Contest is subject to all applicable federal, provincial, municipal and local laws and regulations and is void in Yukon, Northwest Territories, Nunavut and where prohibited by law. The Organizer reserves the right, with the authorization of the Régie des alcools, des courses et des jeux, or any other government authority having jurisdiction, when required, to cancel, suspend and/or modify the Contest or the Rules, or any part thereof, in an event of force majeure or superior force, if any fraud, technical failure, human error or any other circumstance impairs the fairness, integrity or proper functioning of the Contest, if the Contest cannot be carried out as originally planned or to ensure its compliance with applicable federal, provincial and municipal laws and regulations, or with the policy of an entity with jurisdiction over the Organizer, the Contest or the Rules. Without limiting the foregoing, any entry after the system has defaulted for any reason whatsoever is deemed an inadmissible entry, is void and will not give the right to any Prize. The Organizer will not be held responsible if an event results in the cancellation of the Contest or if other factors that are reasonably beyond the Organizer’s control result in the Contest or any part of the Contest not being fully completed. Any

attempt to damage the legitimate operation of this Contest may constitute an infringement of civil or criminal law, and, in such an event, the Organizer reserves the right to claim damages to the full extent permitted by law. Organizer's failure to enforce any term of these Rules shall not constitute a waiver of that term.

**13. Release.** By entering the Contest, the Entrant: i) agrees to waive any liability of the Organizer, its affiliates as well as their suppliers, distributors, advertising or promotional agencies, and each of their officers, directors, employees and mandataries (collectively, the "**Exempt Parties**") with respect to any claim or cause of action, including, but not limited to, personal injury, death, damage to or destruction of the property that results directly or indirectly from participating in the Contest or the receipt or use or misuse of the Prize, unless it is a consequence of the Organizer's act or the act of his representatives; and ii) promises to fully compensate the Exempt Parties for any claims made by third parties as a result of the Entrant's entry in this Contest, including, but not limited to, those resulting from an Entrant's fault.

**14. Limitations of Liability.** Unless it is a consequence of the Organizer's act or the act of his representative, the Released Parties will not be responsible for: i) any incorrect or inaccurate information, whether caused by any Entrant, printing errors or by any of the equipment or software programming associated with or utilized in the Contest; ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; iii) unauthorized human intervention in any part of the entry process or the Contest; iv) technical or human error which may occur in the administration of the Contest or the processing of entries and; v) any damage caused, directly or indirectly, in whole or in part, from Entrant's participation in the Contest or receipt or use of the prize.

**15. Disputes – In Quebec Only.** For Quebec Entrants only, any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

**16. Disputes.** Subject to section 15, Entrant agrees that: i) any and all disputes, claims and causes of action arising out of or connected with this Contest or any Prize awarded shall be resolved by the courts of the province of Quebec; ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs solely associated with entering this Contest, but in no event attorneys' fees; and iii) under no circumstances Entrant will be permitted to obtain awards for, and Entrant hereby waives all rights to claim, indirect, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Validity, interpretation and enforceability of these Rules, or the rights and obligations of the Entrant and Organizer in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the province of Quebec and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules (whether of the province of Quebec or any other jurisdiction), which would cause the application of the laws of any other jurisdiction. If any provision(s) of these Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.

**17. Applicable Law.** The validity, interpretation and enforceability of these Rules or the rights and obligations of the Participant and the Organizer in connection with the Contest shall

be governed by and construed in accordance with the laws of the Province of Quebec and the federal laws of Canada applicable therein, without giving effect to any conflict of law rules (whether in the Province of Quebec or any other jurisdiction) that would cause the application of any other jurisdiction's laws.

- 18. Severability.** If any provision of these Rules is declared invalid or unenforceable, all remaining provisions hereof shall remain in full force and effect.
- 19. Entrant's Personal Information.** Information collected by the Organizer about the Entrants, if any, is subject to the Organizer's Privacy Policy (<https://www.lowes.ca/about/privacy-policy> in the case of Lowe's and <https://www.rona.ca/en/privacy-policy> and <https://www.renodepot.com/en/privacy-policy> in the case of Rona). By entering this Contest, the Entrant allows the Organizer to use the personal information he or she provides for the purposes of administering the Contest and awarding the Prize. Entrant's email submitted in the entry form will be used for the purposes of the Contest. It could also be used, if the Entrant expressly consents, to receive news, promotions or newsletters relating to the Organizer's business.
- 20. Name of the winner.** An Entrant may obtain the name of the winner by submitting a letter including a postage prepaid return letter to the following address: RONA Inc., 220 Chemin du Tremblay, Boucherville (Quebec), QC, J4B 8H7 within thirty (30) days of the draw date and confirmation of the winner.
- 21. Publicity.** Except where prohibited by law, by entering in the Contest, the selected Entrant consents to Organizer's and its agents' use of selected Entrant's name, likeness, photograph, voice, opinions and/or town of residence for promotional purposes in any media, worldwide, without further payment or consideration whether or not he/she has won a Prize, unless prohibited by law.
- 22. Entry Property and License.** By entering the Contest, each Entrant agrees that his or her entry becomes the property of the Organizer and that the Entrant contribution will not necessarily be acknowledged. By entering the Contest, each Entrant grants Organizer a worldwide, perpetual, royalty-free, irrevocable, non-exclusive license to post, publish, adapt, edit, make derivative works and/or otherwise use the entry in any manner, including copyright, and in any media now known or hereafter developed. Furthermore, by entering the Contest, the Entrant hereby waives any moral rights the Entrant may have in its entry in favor of the Organizer. By entering the Contest, the Participant represents and warrants that his/her entry is original and does not contain any material that may infringe or violate the rights of any third party, including copyrights, trademarks, publicity and privacy rights.
- 23. Organizer's Intellectual Property.** All intellectual property and all promotional materials, web pages in the image of the Organizer or the Contest and source code are the property of the Organizer and its related entities. All rights reserved. The unauthorized use of copying of any copyrighted material or trademarks without the express written consent of its owner is strictly prohibited. Lowe's Canada is a registered trademark which is owned by LF, LCC, an entity related to Lowe's, and Rona and Réno-Dépôt are registered trademarks of Rona.
- 24. Access to the Rules.** The most recent version of these Rules is available online at the following website:  
[http://www.rona.ca/documents/ronaResponsive/SpecialPages/\\_Contests/vippro-](http://www.rona.ca/documents/ronaResponsive/SpecialPages/_Contests/vippro-)

contest/assets/pdf/rules.pdf.

- 25. Language.** In the event there is a French version of these Rules and there is any discrepancy between the French and the English versions of these Rules, the English version shall have precedence, except in Quebec where the French version shall prevail. In the event of any inconsistency between any version of these Rules and the version provided for in Section **Erreur ! Source du renvoi introuvable.**, the Rules available at the location provided for in Section **Erreur ! Source du renvoi introuvable.** shall prevail.