

“Get Grilling with Napoleon” Contest Official Rules

NO PURCHASE NECESSARY. LIMIT OF ONE ENTRY PER DAY PER VIPPRO MEMBER. THE ENTRANTS WILL HAVE TO CORRECTLY ANSWER TO A MATHEMATICAL-SKILL TESTING QUESTION IN ORDER TO BE DECLARED WINNERS. VOID WHERE PROHIBITED BY LAW.

- 1. Contest Organizers.** The contest organizer of the “Get Grilling with Napoleon” contest (the “**Contest**”) are Lowe’s Companies Canada, ULC, Limited partnership Lowe’s 220 (for Lowe’s banners) (« Collectively, « **Lowe’s** ») and RONA inc. (for RONA banner) (“**RONA**”), (the “**Organizer**”), all having their head office located at 220 Chemin du Tremblay, Boucherville, Quebec, J4B 8H7.
- 2. Eligibility.** Only legal residents of Canada (excluding the Yukon, Northwest Territories and Nunavut) who are at least the legal age of majority in their province of residence at the time of are eligible to participate in the Contest. 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), as well as their employees, jury members, and any other person domiciled at the same address as the persons mentioned above are not eligible to enter 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 “**Participant**”). Failure to provide proof within five (5) days following such a request by the Organizer may result in the Participant’s disqualification, at the Organizer’s sole discretion. All information provided by the Participant to the Organizer must be true, accurate and complete. The Organizer reserves the right to disqualify any Participant whose entry is received outside the Contest Period (as defined below) or which contains false, inaccurate or incomplete information.
- 3. Timing.** The Contest begins on March 3rd, 2022, at 9:00 a.m., Eastern Time (“ET”) and ends on March 23rd, 2022 at 11:59 p.m. ET (the “**Contest Period**”). Organizer’s computer is the official time keeping device for this Contest.
- 4. Agreement to Rules.** By entering the Contest, Participant agrees to be fully and unconditionally bound by the present Contest Official Rules (the “**Rules**”) and the Organizer’s terms of use available at <https://www.lowes.ca/about/terms-of-use> and [Lowe's Privacy Policy | Lowe's Canada \(lowes.ca\)](#) (for Lowe’s) and at <https://www.rona.ca/en/termes-et-conditions>, [Privacy Policy and Terms of Use | RONA](#) for 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. Subject to the prior approval of the Régie des alcools, des courses et des jeux where required regarding Participants that are Quebec residents, the Participant agrees to accept all decisions of the Organizer as final and binding in all matters related to the Contest.

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

5.1 Online participation. To enter the Contest in this manner, the Participant must use a device that can access the Internet and the Contest page on the Organizer's website, i.e., www.lowes.ca/contest/napoleon-contest in the case of the Lowe's banner and www.rona.ca/fr/concours/concours-napoleon in the case of the RONA banner (the "Page"). 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 make sure to reach the entry transmission confirmation page.

5.2 Entrance without purchase. A Participant may enter the Contest by sending a letter to the Organizer including Participant's name, address, postal code, phone number, email, and the Participating Banner in connection to which he or she wishes to enter the Contest. This letter must also contain an original handwritten note of at least fifty (50) words indicating why the Participant wishes to win a Prize. This entry must be received by the Organizer before the expiry of the Contest Period. This alternate method of entry is not available for Participants who entered using any other method provided for in this Section 5. Limit of one entry per day per Participant using this alternate method of entry. The entry must be sent to:

Lowe's Companies Canada, ULC / RONA inc.
"Get Grilling with Napoleon" Contest
220 chemin du Tremblay
Boucherville (Québec) J4B 8H7

To the attention of Katerine Vallières

5.3 Limits. Each Participant may only enter one (1) participation, during the Contest Period. Multiple Participants are not permitted to share the same email address. Any attempt by any Participant to obtain more than the stated number of entries by using multiple identities, or any other method will void that Participant's entries and that Participant will be disqualified. It is not permitted to appoint a proxy 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 unfair or disruptive manner will be disqualified from the Contest. Unless arising out of the own act of the Organizer or the act of 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.

6. **Prize.** There are five (5) prizes to be won (collectively, the "**Prizes**" and each one, individually, a "**Prize**"), for a total estimated value of four thousand and seven hundred forty-five dollars (\$4,745.00). Prizes, as well as their respective estimated value, are the following:

Detailed description of the Prize	Approximate value of each Prize	Banner	Region	Number of Prizes
Napoleon Rogue XT 425 barbecue	\$949.00	RONA	QC	1

Napoleon Rogue XT 425 barbecue	\$949.00	RONA	ON	1
Napoleon Rogue XT 425 barbecue	\$949.00	RONA	BC, AB, SK, MB, NB, PE, NS	1
Napoleon Rogue XT 425 barbecue	\$949.00	LOWE'S	ON	1
Napoleon Rogue XT 425 barbecue	\$949.00	LOWE'S	BC, AB, SK, MB, NB, PE, NS	1

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 taxes and fees associated with the receipt or the use of a Prize, if any. In no event will the Organizer be required to award more prizes than indicated in this Section 6.

- 7. Selection.** On April 4th, 2022, at 11:00 a.m. ET, FIVE (5) Participants will be selected among all received entries (each one, a “**Selected Participant**”) in the following manner:
RONA: TREE (3) selected Participants, namely:

ONE (1) selected Participant among the Quebec Participants;

ONE (1) Participant selected from the Ontario Participants; and;

ONE (1) Participant selected from Nova Scotia, New Brunswick, Manitoba, Saskatchewan, Alberta and British Columbia.

LOWE'S: TWO (2) selected Participants, namely:

ONE (1) Participant selected from the Ontario Participants; and;

ONE (1) Participant selected from Nova Scotia, New Brunswick, Manitoba, Saskatchewan, Alberta and British Columbia.

This selection will be made by random draw by the Organizer at 220 chemin du Tremblay, Boucherville, Quebec, J4B 8H7. Odds of winning depend on the number of eligible persons participating in the Contest. Limit of one Prize per Participant per region (Quebec, Ontario or Nova Scotia, New Brunswick, Manitoba, Saskatchewan, Alberta and British Columbia, hereinafter “**Region**”).

- 8. Awarding of Prizes.** In order to be declared a winner, any selected Participant must:

8.1. Be contacted by the Organizer by e-mail, telephone or any other electronic means of communication deemed reasonable by the Organizer in the circumstances, within five (5) business days following the draw. If the selected Participant is not contacted within

the prescribed time period, he/she will automatically forfeit his/her Prize without any recourse or other form of compensation. His/her entry will be cancelled and a second Participant from the same Region will be selected. If the second selected Participant is not reached within five (5) business days following the second selection, his or her entry will be cancelled and a third Participant from the same Region will be selected, under the same conditions. In the event that the third selected Participant cannot be reached within five (5) business days of the third selection, this Prize will not be awarded for that Region;

8.2 Accept the Prize as described in these Rules or the substitute prize of equal or greater value as determined by Sponsor in its sole discretion. The selected entrant may not require that the 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;

8.3 Have completed and signed a declaration and release form (the "Form") to be sent to him/her by email or otherwise and returned it to the Organizer within the reasonable time period indicated by the Organizer when the Form was sent; and

8.4 Correctly answer, without assistance and within a limited time, a mathematical skill-testing question. Failure to do so will result in disqualification of the selected Participant.

Failure to comply with any of the conditions mentioned in these Rules or to accept the Prize will result in disqualification of the selected Participant. In such event, Sponsor may elect not to award the Prize or, if time permits, may proceed to select another Participant from the same Region who will be required to follow the procedures set forth in this Rule 8 until such time as a Participant from that Region is declared the winner of that Prize in accordance with these Rules.

9. Prize awards. Within five (5) 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 each Prize winner in order to make the necessary arrangements for the delivery of the Prizes to the winners. Each Prize will not be released unless the winner proves (in a form deemed acceptable by the Organizer) that they have a valid driver's license in the province in which they reside. The Prize may be picked up by the winner at a Participating Store or delivered to an address agreed upon by the winner and the Organizer.

10. Prize refusal. A Participant's refusal to accept a Prize, in whole or in part, releases the Organizer from all obligations related to the awarding of such Prize or part thereof to that Participant or to any other Participant.

11. General Conditions. The Contest is subject to all applicable federal, provincial, municipal, and local laws and regulations and it 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 their compliance with federal, provincial

and municipal legislation, or with the policies 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 provision of these Rules shall not constitute a waiver of that provision.

12. Release. By entering the Contest, the Participant: 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 **"Released 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 a Prize, unless it is a consequence of the Organizer's own act or the act of his representatives; and ii) promises to fully compensate the Released Parties for any claims made by third parties as a result of the Participant's entry in this Contest, including, but not limited to, those resulting from an Participant's fault. This undertaking does not cover any type of damages for which a person such as the Organizer cannot obtain relief under the law applicable to the relationship between the Participant and the Organizer.

13. Limitations of liability. Unless it is a consequence of the Organizer's own act or the act of its representative, the Released Parties will not be responsible for: i) any incorrect or inaccurate information, whether caused by any Participant, 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; v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from Participant's participation in the Contest or receipt or use of a Prize.

14. Disputes – Quebec only. For Quebec Participants 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 Régie only for the purpose of helping the parties reach a settlement.

15. Disputes. Subject to Section 14, the Participant agrees that: (i) any and all disputes, claims and causes of action arising out of or related to this Contest or any Prize awarded shall be resolved by the courts of the province of Québec; (ii) any and all claims, judgments and awards shall be limited actual to out-of-pocket costs actually incurred, including costs solely associated with participating in the Contest, but in no event including attorneys' fees and (iii) under no circumstances will the Participant be entitled to any award for indirect, incidental or consequential damages or any other damages other than for out-of-pocket expenses actually incurred, and the Participant hereby waives any and all rights to claim such damages, and any right to multiply or otherwise increase damages.

16. 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 Québec and the federal laws of Canada applicable therein, without giving effect to any conflict of law rules (whether of the province of Québec or any other jurisdiction) that would cause the application of any other jurisdiction's laws.

17. Divisibility. 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.

18. Participant's Personal Information. Information collected from Participants, if any, is subject to the Organizer's privacy policy (<https://www.lowes.ca/about/privacy-policy> for Lowe's and [Privacy Policy and Terms of Use | RONA](#) for RONA). By entering this Contest, the Participant allows the Organizer to use the personal information he or she provides for the purposes of administering the Contest and awarding the Prize. Participant's email submitted in the entry form may be used for the purposes of the Contest. It may also be used, if the Participant expressly consents, to receive news, promotions or newsletters relating to the Organizer's business.

19. List of Winners. The list of winners may be obtained by a Participant by submitting a letter including a postage prepaid return letter to the address indicated in subsection 5.4 above within thirty (30) days of the date of the draw. The Organizer may also publish the list of winners at its sole discretion.

20. Publicity. Except where prohibited by law, by entering in the Contest, the selected Participant consents to Organizer's and its representatives' use of selected Participant's name, likeness, photograph, voice, opinions and/or town of residence for promotional purposes in any media, worldwide, without further payment or consideration, and whether the Participant won a prize or not.

21. Entry Property and Licence. By entering the Contest, each Participant agrees that his or her entry becomes the property of the Organizer, and that the Participant contribution will not necessarily be acknowledged by the Organizer. By entering the Contest, each Participant 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 Participant hereby waives any moral rights the Participant may have in its entry in favour of the Organizer. By entering the Contest, the Participant represents and warrants that his or her entry is original and does not contain any material that would infringe or violate the rights of any third party, including copyrights, trademarks and publicity and privacy rights.

22. Organizer's Intellectual Property. All intellectual property and all promotional materials, websites bearing the image of the Organizer, or the Contest and source codes 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 owned by LF, LLC, a related entity of Lowe's and RONA is a registered trademark of RONA.

23. **Access to the Rules.** The most recent version of these Rules is available online at: www.lowes.ca/contest/napoleon-contest and www.rona.ca/en/contest/napoleon-contest.

24. **Langue.** In the event of any discrepancy between the English and French versions of these Rules, the English version shall prevail, except in Québec where the French version shall prevail. In the event of any discrepancy between the printed version of these Rules or the version available in another location than that the one provided for in Section 23 and in the version available on the Organizer's website, the Rules available in Section 23 shall prevail.