

Canada's Muddiest Pet Giveaway Rules

Please take the time to read the rules below ("Giveaway Rules") before taking part in Canada's Muddiest Pet Giveaway ("Giveaway").

Summary of the Giveaway Rules

- NO PURCHASE NECESSARY
- VOID WHERE PROHIBITED BY LAW
- Open only to residents of Canada (excluding Quebec residents)
- Open only to individuals who are of the age of majority in their province or territory as at June 1, 2017
- Giveaway begins on June 1, 2017 at 12:00PM ET and ends on June 15, 2017 at 12:00PM ET (the "Giveaway Period") with a draw happening on or about June 22, 2017 at 12:00PM EST ("Draw Time"), and the winner being announced at or about the Draw Time.
- Prize is one (1) prize pack valued at approximately CAD\$400
- Restrictions apply see the official rules for details.

Full Giveaway Rules

THE GIVEAWAY IS OPEN TO LEGAL RESIDENTS OF CANADA ONLY (EXCLUDING THE PROVINCE OF QUEBEC). PARTICIPANTS MUST BE OF THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE OR OLDER AT THE TIME OF ENTRY. DO NOT ENTER THIS GIVEAWAY IF YOU ARE NOT ELIGIBLE.

NO PURCHASE IS NECESSARY TO ENTER THE GIVEAWAY.

THIS GIVEAWAY SHALL BE VOID, IN WHOLE OR IN PART, WHERE PROHIBITED BY LAW.

ENTRY IN THIS GIVEAWAY CONSTITUTES YOUR ACCEPTANCE OF THE GIVEAWAY RULES.

Eligibility

To be eligible for this Giveaway, an individual must:

- (a) be a legal resident of Canada (excluding residents of the Province of Quebec);
- (b) be of the age of majority in their province or territory at the time of commencement of the Giveaway Period; and
- (c) have a valid Facebook™, Instagram™, or Twitter™ account.

Employees and representatives of the Sponsor, PetSmart, and their respective affiliates, subsidiaries, related companies, advertising and promotional agencies are not eligible to participate in the Giveaway.

The Giveaway Period

Giveaway begins on June 1, 2017 at 12:00PM ET and ends on June 15, 2017 at 12:00PM ET (the "Giveaway Period").

How to Enter

There is no purchase necessary to enter the Giveaway. To enter, each eligible individual ("Entrant") must:

- (a) "like" the Sponsor on Facebook, or follow the Sponsor on Instagram or Twitter; and
- (b) post a valid photo on Facebook, Instagram, or Twitter during the Giveaway Period, tagging Sponsor and using the hashtag #CanadasMuddiestPet, or submit a photo using the link to Sponsor's contest entry tool provided by Glean.io ("Glean").

Entrants must post a valid photo ("Photo") during the Giveaway Period featuring their entry for Canada's Muddiest Pet. Regardless of the number of entries during the Giveaway Period, valid Photos on each platform shall serve as one (1) entry; in other words, each individual is entitled to three (3) entries during the Giveaway Period. Sponsor reserves the right to discard any bogus, fake or otherwise improper Photos, and/or Entrants from the Giveaway.

Valid photos must include a domestic animal, and must not depict animals in an inappropriate fashion, including any animals appearing to be in situations that jeopardize their safety or comfort.

We encourage you to download Flipp™ (it is free to download in the Apple™ App Store or Google™ Play Store).

Conditions of Entry

By entering, Entrants agree to accept, abide by and acknowledge compliance with these Giveaway Rules, including but not limited to all eligibility requirements, and the decisions of Sponsor, which rules and decisions are final and binding on all Entrants.

Entrants agree to abide by all the terms and conditions of Facebook, Instagram, Twitter, or Glean, as applicable.

Entrants agree that Sponsor is free to use any information provided to Sponsor in accordance with these Giveaway Rules, including, but not limited to, the uses as outlined in the section entitled "Privacy and Use of Personal Information".

The Draw

On or about the Draw Time, Sponsor will randomly select one (1) Entrant from the pool of eligible Entrants ("Selected Entrant").

Odds of winning are dependent on the number of eligible entries received and the number of Entrants.

Prize

The prize will be one (1) prize pack valued at approximately CAD\$400. The prize will be sent to the winner via standard ground transportation.

Additional Conditions for Winning

The Selected Entrant must also correctly answer unaided, a time limited, mathematical, skill-testing question.

Failure to comply with all the terms and conditions in the Giveaway Rules will result in disqualification and an alternate Entrant will be selected in accordance with these Giveaway Rules.

Prize Redemption

The Selected Entrant will be notified via the applicable social media account (from which the photo was entered; please ensure that you follow the Sponsor so we can send you a direct message) within ten (10) business days of the Draw Time. The Selected Entrant must respond within forty-eight (48) hours of the notification with all the information requested. Examples of required information includes, but not limited to:

- (a) Selected Entrant's mailing address
- (b) Selected Entrant's email address
- (c) Selected Entrant's place of residence (Province/Territory)
- (d) Selected Entrant's age; and
- (e) The correct answer to the mathematical skill-testing question

As a pre-requisite for receiving the prize, the Selected Entrant shall be required to complete and sign a declaration and release form. The completed and signed copy of the declaration and release form may be sent (i) via email (i.e. in scanned format such as Adobe® PDF), (ii) via courier or registered mail, or (iii) via fax (number to be provided in the notice). Failure to provide a full and valid response (such as not providing all information requested, not completing the declaration and release form to the full satisfaction of the Sponsor or failing to answer the mathematical skill-testing question correctly) will result in the Selected Entrant being disqualified and an alternative Entrant being selected in accordance with the Giveaway

Rules. No extension will be given, regardless of the circumstances. There are no exceptions; please do not ask. The Sponsor is not responsible for Selected Entrant's failure to respond to the notice in a timely manner or to provide an incomplete or incorrect response.

THE DECLARATION AND RELEASE FORM IS AN IMPORTANT LEGAL DOCUMENT SO PLEASE READ CAREFULLY. THE FORM INCLUDES, AMONG OTHER THINGS, (I) A RELEASE IN FAVOUR OF THE SPONSOR THAT ABSOLVES THE SPONSOR FROM ANY AND ALL LIABILITY FOR ANY LOSS, HARM, DAMAGES, COST OR EXPENSE ARISING OUT OF PARTICIPATION IN THIS GIVEAWAY, (II) AN INDEMNITY FOR THE BENEFIT OF THE SPONSOR FOR ANY DAMAGES, COST OR EXPENSES SUFFERED BY THE SPONSOR FROM THE SELECTED ENTRANT'S BREACH, NEGLIGENCE OR MISCONDUCT IN CONNECTION WITH ITS PARTICIPATION IN THE GIVEAWAY, AND (III) A DECLARATION TO CERTAIN FACTS UPON WHICH THE SPONSOR RELIES ON FOR THE PURPOSE OF CONDUCTING THE GIVEAWAY. THE SPONSOR ENCOURAGES YOU TO SEEK PROFESSIONAL LEGAL OPINION BEFORE SIGNING THE DOCUMENT.

Within a reasonable time following the receipt of the Selected Entrant's full and valid response, the Sponsor shall send the Prize to the Selected Entrant. The Sponsor is not responsible if the Prize is lost, stolen or mutilated. No replacement will be provided. The value of the prize may be taxable as income; any and all applicable taxes, fees, duties and surcharges on the Prize and/or the redemption thereof are the sole responsibility of the Selected Entrant.

Entry Photos

Entrants (i) grant to Sponsor a royalty-free, global, perpetual license to use, modify, and edit their Photo; (ii) waive any moral rights they may have in their Photo in favour of Sponsor; (iii) and acknowledge that Sponsor may publish the Photo in whole or in part on any medium including (but not limited to) the internet. Do not submit any Photo that shows items bearing business, designer or sports logos or designs. All Photos must be the original work of the Entrant and must not infringe the rights of any third party including but not limited to copyright, trademark, privacy and personality rights. Giveaway entries must have consent for anyone appearing in the Photo (or their parent or guardian if a minor). Photos must not: (i) contain threatening, abusive, libelous, defamatory, obscene, vulgar, pornographic, profane or indecent information of any kind; (ii) violate or encourage anyone to violate any law or regulation; (iii) contain advertising or commercial messages. Any submissions deemed by Sponsor to be inappropriate, not suitable for its audience or not in compliance with these Giveaway Rules will be disqualified at the sole discretion of Sponsor.

The 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 the Photo does not infringe any copyright interest of any third party and that the Photo is not defamatory or obscene and does not violate any laws relating to hate speech or otherwise. Sponsor reserves the right to exclude any Photo 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 Sponsor in its sole discretion.

This Section shall survive the termination or expiry of the Giveaway.

Privacy and Use of Personal Information

By participating in the Giveaway, Entrant (a) grants to the Sponsor the right to use all information provided to the Sponsor in connection with the Giveaway, including, but not limited to, the Entrant's name, mailing address, and e-mail address ("Personal Information") for the purpose of administering the Giveaway; and (b) acknowledges that the Sponsor may disclose his/her Personal Information to, third-party agents and service providers (including Gleam) of the Sponsor for the purpose of administering the Giveaway.

The Sponsor will use the Entrant's Personal Information only for identified purposes, and protect the Entrant's Personal Information in a manner that is consistent with its privacy policy. The Entrant will at all times have control over its Personal Information held by Sponsor and will be provided with a mechanism to unsubscribe to any further communications from the Sponsor. The Sponsor will not use Entrant's Personal Information for any other purpose.

To view the Sponsor's current privacy policy go to: <https://corp.flipp.com/privacy>.

To view Gleam's current privacy policy go to: <https://gleam.io/privacy>

This Section shall survive the termination or expiry of the Giveaway.

Exclusion of Warranties; Limitation of Liabilities; Indemnities

In this Section, the term "Sponsor" (as defined below) includes its subsidiaries, affiliates, advertising and promotional agencies, and all of their officers, directors, employees, representatives and agents.

No Warranties: TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PRIZES AND ANY SYSTEMS, WEBSITES AND TECHNOLOGIES USED IN CONNECTION WITH THE PROVISION OF THE GIVEAWAY ARE PROVIDED "AS-IS". ENTRANT'S USE OF THE PRIZES AND SUCH SYSTEMS, WEBSITES AND TECHNOLOGIES IS AT ITS SOLE RISK WITH NO WARRANTIES (INCLUDING IMPLIED, EXPRESS OR STATUTORY) WHATSOEVER.

Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY LAW, SPONSOR SHALL HAVE NO LIABILITY TO THE ENTRANT FOR PERSONAL INJURY, OR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, IN CONNECTION WITH OR ARISING FROM THE ACCEPTANCE, POSSESSION, USE OR MISUSE OF THE PRIZE OR PARTICIPATION IN THIS GIVEAWAY OR PARTICIPATION IN ANY GIVEAWAY OR PRIZE RELATED ACTIVITY. ANY LIABILITY OF THE SPONSOR NOT LIMITED BY THIS SECTION, BUT TO THE EXTENT NOT

PROHIBITED BY LAW, THE SPONSOR'S TOTAL LIABILITY TO EACH ENTRANT FOR ALL DAMAGES SHALL BE LIMITED TO TEN DOLLARS (\$10.00) AND TO ALL ENTRANTS IN THE AGGREGATE SHALL BE LIMITED TO FIFTY DOLLARS (\$50.00).

Indemnity: Entrant agree to indemnify, defend and hold harmless Sponsor from any damages, losses, costs and expenses (including legal fees), incurred in connection with or arising from Entrant's participation in the Giveaway, breach or alleged breach of the Giveaway Rules, and/or any negligence or misconduct in connection with the participation in the Giveaway. Sponsor reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Entrant hereunder, and Entrant shall cooperate fully as reasonably required by Sponsor.

This Section shall survive the termination or expiry of the Giveaway.

Miscellaneous

The Sponsor reserves the right, in its sole discretion, to terminate the Giveaway, in whole or in part, and/or modify, amend or suspend the Giveaway, and/or the Giveaway Rules in any way, at any time, for any reason without prior notice. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, theft or destruction or unauthorized access to, or alteration of, entries.

ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE, JEOPARDIZE OR IN ANY WAY DISRUPT THE LEGITIMATE OPERATION OF THIS GIVEAWAY MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO SEEK REMEDIES AND DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW AND/OR CANCEL, TERMINATE, MODIFY OR SUSPEND THE GIVEAWAY.

Whenever possible, each provision of this Giveaway Rules shall be interpreted so as to be effective and valid under applicable law. If, however, any provision of this Giveaway Rules is held to be prohibited by, or invalid under, applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the other provisions of this Giveaway Rules.

This Section shall survive the termination or expiry of the Giveaway.

Sponsor

The Sponsor of this Giveaway is Flipp Corporation. For more information please contact Info@flipp.com, or visit corp.flipp.com. Further, this Giveaway is supported by PetSmart, Inc. ("**PetSmart**"). By entering the Giveaway, each Entrant acknowledges and agrees that PetSmart's sole and exclusive role in the contest is that of prize provider and that PetSmart is in

no way responsible for the administration of the Giveaway and that all such responsibility rests with Sponsor.

Governing Law

This Giveaway is governed by the laws of the Province of Ontario without regards to its conflict of laws principles. Entrants agree that all disputes, controversies or differences whatsoever arising in connection with the Giveaway and the Giveaway Rules shall be adjudicated exclusively in and before a court located in Toronto, Ontario. Entrants knowingly and voluntarily waive their rights to have any disputes, controversies or differences tried and adjudicated by a jury.

This Section shall survive the termination or expiry of the Giveaway.

Language Discrepancy

In the event of any discrepancy or inconsistency between the terms and conditions of the Giveaway Rules and disclosures or other statements contained in any Giveaway-related materials, including but not limited to the Giveaway entry form, and print or online advertising, the terms and conditions of the Giveaway Rules shall prevail, govern and control.

This Section shall survive the termination or expiry of the Giveaway.