

*The following promotion is intended for viewing in the provinces and territories of Canada only. Do not proceed in this promotion unless (i) you are a legal resident of, and residing in one of the provinces or territories of Canada.*

# **OFFICIAL RULES – SUNKIST FRUIT SNACKS SHARE THE SUNSHINE SWEEPSTAKES ("OFFICIAL RULES")**

NO PURCHASE NECESSARY TO WIN. PURCHASE DOES NOT IMPROVE CHANCE OF WINNING. GOVERNED BY LAWS OF THE PROVINCE OF NEW BRUNSWICK. ALL FEDERAL, PROVINCIAL AND LOCAL LAWS AND REGULATIONS APPLY. VOID OUTSIDE THE PROVINCES AND TERRITORIES OF CANADA AND WHERE PROHIBITED BY LAW.

PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES THE ENTRANT'S ("ENTRANT" OR "YOU" OR "YOUR") FULL AND UNCONDITIONAL AGREEMENT AND ACCEPTANCE OF THESE OFFICIAL RULES INCLUDING THE DECISIONS OF THE SPONSOR, WHICH ARE FINAL ON ALL MATTERS RELATING TO THE SWEEPSTAKES. THE SWEEPSTAKES IS NOT SPONSORED OR ADMINISTERED BY FACEBOOK, INSTAGRAM, TWITTER OR ANY OTHER SOCIAL MEDIA SITE. THESE SOCIAL MEDIA SITES MAY BE USED TO ADVERTISE THE SWEEPSTAKES ONLY.

## **1. BASIC INFORMATION:**

<b><u>SPONSOR:</u></b>	Ganong Bros., Limited, St. Stephen, NB E3L 2X5
<b><u>ADMINISTRATOR:</u></b>	WSP International Limited, Markham, Ontario L3R 1H5
<b><u>ELIGIBLE LOCATIONS:</u></b>	All provinces and territories in Canada
<b><u>MINIMUM AGE:</u></b>	Must be at least 13 years of age in the jurisdiction of residence at time of participation
<b><u>DATES:</u></b>	
<b>Start Date:</b>	12:01 AM Atlantic Daylight Time ("ADT"), July 5, 2021
<b>End Date:</b>	11:59 PM Atlantic Daylight Time ("ADT"), September 13, 2021
<b>Entry Deadline:</b>	11:59 PM ADT, September 14, 2021
<b>Sweepstakes Period:</b>	Start Date through End Date

**2. ELIGIBILITY:** To enter the Sweepstakes you must be a legal resident of an Eligible Location and at least the Minimum Age at the time of participation. You are not eligible if you or a member of your immediate family or household (whether or not related) is an employee, officer or director of any Promotion Party.

“**Immediate family**” means spouses, parents, children, siblings and step-parents/children/siblings, whether or not living at the same residence.

“**Promotion Part(ies)**” means Sponsor, Administrator, and their respective parents, subsidiaries and affiliates, their promotion partners, advertising or promotion agencies, promotion materials suppliers, website developers, auditing or legal firms and other parties engaged in the promotion, administration or execution of the Sweepstakes, and all of their employees, officers, directors and agents.

The Sweepstakes is void outside of the Eligible Locations or where otherwise prohibited or restricted by law.

**3. HOW TO ENTER:** No purchase necessary. You can earn electronic entries (“Entries and Bonus Entries”) for chances to win prizes in the Sweepstakes in any of the following ways:

**A) Register for our Sweepstakes:** Go to [www.sunkistsunshine.ca](http://www.sunkistsunshine.ca) at any time throughout the Sweepstakes Period to register for the sweepstakes. Follow the instructions on-screen to complete the electronic registration form, including but not limited to your name, valid email address, and telephone number. Once registered, you will automatically receive one (1) Ballot Entry into the sweepstakes.

**B) Opt-in:** You can earn one (1) Bonus Ballot Entry when you check the box on the online registration form indicating that you wish to receive information about the Sweepstakes and special offers from Sunkist. You can earn one (1) additional Bonus Ballot Entry when you check the box on the online registration form indicating that you agree to receive SMS text messages to your cell phone.

**C) Upload your Receipt:** Throughout the Sweepstakes Period only, registered customers that purchase any Sunkist Fruit Snacks products (“Participating Products”) are invited to upload a picture of their valid cash register receipts for five (5) Ballot Entries. Full instructions are provided online. Valid cash register receipts must include proof of purchase made during the Sweepstakes period and proof of purchase of any Participating Product. **All receipts must be uploaded by September 14, 2021.** There is a limit of seventy-two (72) total receipt uploads per account for the entire sweepstakes period.

**D) Free Mail-In Request:** On a 3” x 5” card, clearly print your name, complete residential address, phone number, date of birth and valid e-mail address. Mail in an envelope with proper postage to “Sunkist Fruit Snacks Sunshine, c/o P.O. Box 3009 M.I.P., Markham, ON L3R 6G4”. Must be legible and complete. You must complete your own entry. No copies or use of any automated, form filling, programmed or similar service or system is allowed. Each Free Mail-In Request will equal five (5) Ballot Entries. Please allow reasonable time for postal processing. Administrator will combine valid mail-in entries with electronic entries prior to subsequent drawings. You will be contacted only in the event that you are a winner. There is a limit of one (1) mail-in request per person, per day during the sweepstakes period. **All mail-in requests must be received by September 13, 2021.**

**E) Bonus Codes:** Throughout the sweepstakes period, the Sweepstakes Sponsor may email permissionable email addresses and / or post Bonus Codes on their social media pages that customers can enter at [www.sunkistsunshine.ca](http://www.sunkistsunshine.ca). You will receive one (1) entry per Bonus Code entered. Bonus Codes can only be entered once. The Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook or Instagram.

See Table 1 below for prizes and drawing dates. To enter online you must have at a minimum Internet Explorer 9, Chrome 25.0, Mozilla Firefox 30.00, Opera 16, or Safari 4.0. In the event of a dispute as to who submitted an online entry, the entry will be deemed to be submitted by the “Authorized Email Account Holder” of the email address provided by an Internet access provider, online service provider or other organization (i.e. business, educational institution) that is responsible for assigning email addresses for the domain associated with the submitted email address.

All entries become the property of Sponsor and will not be returned. Neither Sponsor nor any other Promotion Party is responsible for any lost, late, damaged, incomplete, illegible, misdirected, undeliverable or postage due mail; email, network, electronic, software, equipment, service, processing, accessibility or other errors, failures or issues; unauthorized access, tampering, hacking, theft or destruction; or other technical or human error related to the promotion, execution or administration of the Sweepstakes

**4. SWEEPSTAKES PRIZES:** Prize winners will be selected by random drawing from amongst all eligible entries received during the Sweepstakes Period. There will be twenty-one (21) Online Win Sweepstakes Draws to award a total of twenty-one (21) prizes.

**A) Free Sunkist Fruit Snacks for a Year:** There will be twenty (20) prizes awarded consisting of fifteen (15) coupons, each for a Free Sunkist Fruit Snacks, approximate retail value (“ARV”) of each coupon ranges from \$2.00 to \$12.00 each depending on size. Maximum value of all coupons in the prize is \$180.00. Coupons apply to the following sizes; 176g, 528g, 792g or 864g. Prizes will be awarded per week following the schedule in Table 1 below. Odds to win a coupon for a Free Sunkist Fruit Snacks is

dependent upon the number of eligible entries received prior to each drawing. All coupons expire September 30, 2022 unless otherwise noted on the coupon, see coupon for details.

**B) Grand Prize \$2,000 Back-to-School Shopping Spree:** There will be one (1) Grand Prize draw to award one (1) \$2,000 Back-to-School Shopping Spree prize. Prize consists of two thousand dollars (\$2,000.00) in Visa Gift Cards. Winners will be selected from among all eligible entries received prior to the date of the draw as indicated in Table 1 below.

For all prizes, non-winning entries will automatically rollover into any subsequent prize draws. Odds to win any prize is dependent upon the number of eligible entries prior to each drawing. Limit one (1) prize per household.

**Table 1 – Prize Drawings Schedule:**

Prize	Prize Value	Quantity	Draw Date(s) – all dates are in 2021
Free Sunkist Fruit Snacks for a Year	Up to \$180.00	20	2 Winners will be drawn July 12, July 19, July 26, Aug. 2, Aug. 9, Aug. 16, Aug. 23, Aug 30, Sept. 6 and Sept. 15, 2021.
Grand Prize \$2,000 Back-to-School Shopping Spree	\$2,000.00	1	1 Winner will be drawn on Sept. 15, 2021.
<b>Total:</b>		<b>21</b>	

All drawings will be conducted at approximately 2:00 pm ADT on the day indicated in Table 1 at the Administrator’s office in Markham, Ontario L3R 1H5.

Only one (1) winner per email address or household for any prize. All online drawings will take place by the Game Administrators, at their offices in Markham, ON, on the dates specified in Table 1, above.

**Additional Prize Details:** Sunkist Fruit Snacks Coupons may be redeemed at any retailer who offers the product. Retailers may sell for less than the ARV. Visa Gift Cards may be in denominations less than the total prize amount but will total and not exceed the prize amount. Standard Visa Gift Card terms and conditions may apply.

**5. NOTIFICATION AND REDEMPTION:**

If you have been drawn as a Sunkist Fruit Snacks for a Year winner or the Grand Prize \$2,000 Back-to-School Shopping Spree Winner, the Sponsor or Administrator will notify you via e-mail and / or phone using the information provided in the entry. If the selected winner does not respond to the Sponsor’s or Administrator’s notification within five (5) days of the Prize Draw and the Sponsor or Administrator has made two (2) separate contact attempts, the potential winner will be disqualified and a new potential winner will be drawn from among the eligible entries.

As a condition of being awarded any Prize, the potential winner must complete, within two (2) days of receipt, the Sponsor’s Statement of Compliance, Release, and Indemnity Agreement (“**Release Form**”) under which, among other matters, the winner confirms his/her compliance and eligibility with these Official Rules, correctly answers, unaided, a mathematical skill testing question and releasing the Sponsor, Administrator, and any other Promotion Party of each of the foregoing, from and against any and all liability arising from or in connection with participation in the Sweepstakes or the acceptance, possession, use or misuse of the Prize (or any portion thereof). You are not a winner unless and until you have fully complied with the Official Rules and all award processes have been completed. If a potential winner fails to return the Release Form, required proof of identity, and/or other documents as reasonably required by Sponsor in accordance with these Official Rules, or is found to have violated the Official

Rules of the Sweepstakes in any way, or if any prize notification from the Sponsor is returned as undeliverable, the potential winner will be disqualified and will be deemed to have forfeited the prize in question. In the case of a forfeit, the Sponsor will hold a random drawing to select an alternate prize winner. If a prize winner is under the age of majority (a “minor”), a parent or legal guardian of the minor must execute all required documents on behalf of such eligible minor. Prizes will be shipped by first class mail or courier to the addresses provided.

ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. BY ACCEPTING ANY PRIZE, WINNER ACKNOWLEDGES THAT THE PROMOTION PARTIES HAS NEITHER MADE, NOR IS IN ANY MANNER RESPONSIBLE OR LIABLE FOR ANY REPRESENTATIONS, GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, REGARDING ANY AWARDED PRIZE, INCLUDING BUT NOT LIMITED TO ITS QUALITY, MERCHANTABILITY OR MECHANICAL CONDITION.

**6. PUBLICITY:** Acceptance of a Prize constitutes permission for Sponsor or Administrator to use the winner's name, likeness, voice and comments for advertising and promotional purposes worldwide in any media without limitation and without additional compensation unless prohibited by law. The names of the Prize winners may be published on [www.sunkistsunshine.ca](http://www.sunkistsunshine.ca) and / or any associated social media platforms.

**7. ODDS:** Odds of winning will depend on the total number of eligible entries received through valid methods of entry prior to each drawing.

**8. CHANGES:** Sponsor may, in its sole determination, cancel or modify any aspect of the Sweepstakes or Official Rules for any reason which Sponsor, in its sole opinion, deems affects the promotion, execution or administration of the Sweepstakes (whether tampering, technical or human error, application of new or existing laws/regulations, or other issues).

**9. RULES INTERPRETATION:** The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. Sponsor's or Administrator's failure to enforce any term of these Official Rules does not constitute a waiver of that provision. By entering this Sweepstakes, you waive any right to claim ambiguity in these Official Rules.

**10. RESTRICTIONS:** The following are prohibited and will result in automatic disqualification from the Sweepstakes: (1) using any method that artificially increases odds of winning; (2) non-compliance with these Official Rules; and (3) any other act which the Sponsor determines in its sole discretion, jeopardizes the integrity or proper conduct of the Sweepstakes.

**11. PRIVACY:** All information submitted by you will be treated according to the Sweepstakes Privacy Policy. By participating in the Sweepstakes and providing any applicable contact information, you hereby agree to Sponsor's collection and usage of your personal information and acknowledge that you have read and accepted Sponsor's Privacy Policy available at <https://www.sunkistsunshine.ca>. You may specifically request to be completely removed from participation in the Sweepstakes by emailing your request to [gamemaster@sunkistsunshine.ca](mailto:gamemaster@sunkistsunshine.ca).

**12. ADMINISTRATION:** Administrator is responsible for the processing of entries and administration of the Sweepstakes. Any questions, concerns or comments regarding the Sweepstakes can be emailed to: [gamemaster@sunkistsunshine.ca](mailto:gamemaster@sunkistsunshine.ca).

**13. WINNERS' LIST:** The name of the winners will be available until September 15, 2022 by emailing Administrator at [gamemaster@sunkistsunshine.ca](mailto:gamemaster@sunkistsunshine.ca).

#### **14. GENERAL:**

**LIMITATIONS:** Released Parties (defined below) are not responsible for any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's participation in the Sweepstakes or from downloading any material from the Sponsor's servers or from any other Internet web site,

regardless of whether the material was prepared by Sponsor, or a third party. The Released Parties are not responsible for: (i) electronic transmissions or entries that are lost, late, stolen, incomplete, illegible, damaged, garbled, destroyed, or misdirected; (ii) any problems or technical malfunctions, errors, omissions, interruptions, deletions, defects, delays in operation of transmission, communication failures, destruction or unauthorized access to, or alteration of, entries, no matter the cause; (iii) failed or unavailable hardware, network, software or telephone transmissions, (iv) damage to entrants' or any person's computer and/or its contents,; (v) any entries submitted in a manner that is not expressly allowed under these rules; or (vi) incorrect or inaccurate entry information whether caused by entrants or by any of the equipment or programming associated with or utilized in the Sweepstakes, or (vii) any other causes beyond Sponsor's reasonable control that jeopardize the administration, security, fairness, integrity or proper conduct of this Sweepstakes. All incomplete or non-conforming entries will be disqualified. If for any reason this Sweepstakes cannot be executed as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other cause(s) beyond the reasonable control of Sweepstakes Sponsor that corrupt or affect the security, administration, fairness, integrity or proper conduct of the Sweepstakes, or if the Sweepstakes is compromised or becomes technically corrupted in any way, electronically or otherwise, Sponsor reserves the right to modify or terminate the Sweepstakes.

**LIABILITY RELEASE:** BY PARTICIPATING IN THE SWEEPSTAKES, YOU AGREE TO RELEASE AND HOLD THE SPONSOR, ADMINISTRATOR, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS, PARENT COMPANIES, AFFILIATES, SUBSIDIARIES, ADVERTISING, PROMOTION, FULFILLMENT AGENCIES, LEGAL ADVISORS AND/OR ANY OTHER PROMOTION PARTY (COLLECTIVELY THE "**RELEASED PARTIES**"), HARMLESS FROM ANY AND ALL LOSSES, DAMAGES, COSTS, EXPENSES, LIABILITIES, CLAIMS AND ACTIONS OF ANY KIND (INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURIES AND/OR DEATH, DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, COUNSEL FEES AND COURT COSTS) ARISING FROM OR IN CONNECTION WITH THE PROMOTION, EXECUTION OR ADMINISTRATION OF THE SWEEPSTAKES, YOUR PARTICIPATION IN THE SWEEPSTAKES OR THE ACCEPTANCE, POSSESSION, USE, NONUSE, OR MISUSE OF ANY PRIZE, PARTICIPATING IN OR TRAVELING TO ANY SWEEPSTAKES-RELATED ACTIVITY EVEN IF CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AS THE LAW ALLOWS.

**INDEMNITY:** BY PARTICIPATING, YOU FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS THE PROMOTION PARTIES AND THEIR RESPECTIVE AGENTS, REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS AND EMPLOYEES FROM AND AGAINST ANY INJURIES, LOSSES, DAMAGES, CLAIMS, ACTIONS AND LIABILITY OF ANY KIND RESULTING FROM OR IN CONNECTION WITH THE SWEEPSTAKES OR THE PRIZE.

**CAUTION:** ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR OTHERWISE CORRUPT THE SWEEPSTAKES OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY, PROSECUTE AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISPUTES:** IF NOT RESOLVED THROUGH DIRECT DISCUSSIONS, ANY DISPUTE OR CLAIM SHALL BE RESOLVED BY FINAL BINDING ARBITRATION WITH AN EXPERIENCED ARBITRATOR LICENSED TO PRACTICE LAW IN NEW BRUNSWICK. REMEDIES SHALL BE SUBJECT TO ALL LIMITATIONS AND RELEASES IN THESE OFFICIAL RULES, BE LIMITED TO ACTUAL OUT OF POCKET DAMAGES, AND SHALL NOT, IN ANY EVENT, INCLUDE ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR INCIDENTAL DAMAGES, ATTORNEY'S FEES OR OTHER COSTS, OR BRINGING A CLAIM, OR ANY INJUNCTIVE OR OTHER EQUITABLE RELIEF.

BY ENTERING THE SWEEPSTAKES, YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (B) YOUR REMEDIES

ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND YOU IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF.

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.

For any discrepancies between the English and French version of the rules, the English version will take precedence.

All properly claimed prizes will be awarded. Total maximum retail value of all available prizes: \$5,600.00.