

JANCON 2020 HOLIDAY CONTEST RULES

This contest is open to select residents of Ontario (Canada) only And is governed by Canadian law. Standard data rates apply to participants who choose to participate in the contest via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. KEY DATES:

The *Luxurious Weekend Getaway* (the “**Contest**”) begins on December 16, 2020 at 7:00 a.m. Eastern Time (“**ET**”) and ends on January 1, 2021 at 12:00 p.m. ET (the “**Contest Period**”).

2. ELIGIBILITY:

Contest is open only to select residents of Ontario (Canada) who: (i) are eighteen (18) years of age or older at the time of entry; and (ii) are the named and intended recipient of a promotional email inviting them to participate in the Contest (the “**Email**”) as received directly from or on behalf of Jancon Construction LTD (the “**Sponsor**”); except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its associated and affiliated companies, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, implementation, administration or fulfillment of the Contest (collectively with the Sponsor, the “**Contest Parties**”). The opportunity to participate in the Contest is not transferrable.

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 Official Rules and Regulations (the “**Rules**”).

4. HOW TO ENTER:

NO PURCHASE NECESSARY. To enter, you must click on the link in the Email and follow the on-screen instructions to complete the entry form with all required information – including: (i) selecting your preferred Prize from the options provided (See Rule 7); (ii) entering all required information in the space provided; (iii) signifying your agreement that you have read and agree to be legally bound by these Rules; and (iv) signifying your agreement that you are not bound by any corporate or other policy that could prohibit or otherwise restrict your participation in the Contest. Once you have fully completed the entry form, follow the on-screen instructions to submit your completed entry form and be eligible to earn one (1) Entry (an “**Entry**”). To be eligible, your Entry must be submitted and received in accordance with these Rules. The Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Entries and/or other information (all of which is void).

5. ENTRY LIMIT:

There is a limit of one (1) Entry per person. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) obtain more than one (1) Entry; and/or (ii) use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these

Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor.

6. VERIFICATION:

All Entries and entrants 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 any Entry and/or other information entered (or purportedly entered) 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.

7. THE PRIZE:

There will be one (1) prize (the "**Prize**") available to be won in this Contest. The Prize consists of the of:

A Weekend Getaway for 2 people at Hockley Valley Resort, 793522 3rd Line EHS, Mono, Ontario L9W 5X7, <https://hockley.com> Prize includes: (i) accommodation for 2 people (double occupancy) for two (2) nights determined; (ii) A la carte Breakfast for first night stay & bed and breakfast for second night accommodations (iii) 3 course Dinner for 2 people for 2 days (iiii) \$150 spa credit for 2 people (iiiiii) \$600 CAD spending money for the confirmed winner to use towards any activities on the property.

Prize has a total approximate retail value of \$2,000 CAD – although the actual retail value may vary. Under no circumstances whatsoever will any difference between the actual and approximate retail values be awarded. Choice of hotel accommodations (including, without limitation, room size and occupancy) and all other aspects of the Prize are at the sole and absolute discretion of the Sponsor.

Without limiting the generality of the foregoing, the following general conditions apply to the Prize: (i) Prize must be accepted as awarded and is not transferable, assignable and/or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at Sponsor's option; (iii) all travel related to the Prize must occur within and/or on or before the date or dates specified by the Sponsor (otherwise the Prize may, in the sole and absolute discretion of the Sponsor, be forfeited in its entirety and, if forfeited, nothing will be substituted in its place); (iv) the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner and his/her Guest (NOTE: confirmed winner and/or his/her Guest may be required to present a valid major credit card in his/her name at the time of hotel check-in to cover any incidental expenses); (v) if the confirmed winner and/or his/her Guest do not utilize any part(s) of the Prize, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (vi) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or

greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (vii) all travel arrangements relating to the Prize must be made through the Sponsor or its designated agents; and (viii) by accepting the Prize, the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if the Prize or a component thereof does not prove satisfactory, either in whole or in part.

Guest Requirements: The confirmed winner's Guest must: (a) be of the legal age of majority in his/her jurisdiction of residence; and (b) sign and return the Sponsor's release (by the date indicated on the release form) indicating (among other things) that he/she waives all recourse against the Sponsor and all of the other Released Parties relating to his/her participation in the Prize (including, without limitation, any travel related thereto).

The Sponsor and other Released Parties are not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any aspect of a Prize. Neither the confirmed winner nor his/her Guest nor any other person or entity will be compensated in the event of such delay, cancellation or other event contemplated herein. The Sponsor will not replace any lost or stolen tickets.

Sponsor will not intervene in any decision made by an eligible winner's employer that purports to prevent the eligible winner from receiving the Prize. In any such case, Sponsor reserves the right to disqualify any such eligible winner in its sole and absolute discretion. The confirmed winner is solely responsible for the reporting and payment of any income taxes or other taxes relating to his/her acceptance of the Prize.

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 either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting the Prize the confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part.

8. ELIGIBLE WINNER SELECTION PROCESS AND ODDS OF WINNING:

On January 8 2021 (the "**Draw Date**") in Toronto, ON at approximately 3 p.m. ET, one (1) eligible entrant will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules.

9. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the eligible winner by email within five (5) business days of the Draw Date. If the eligible winner cannot be contacted as outlined above, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

10. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS THE WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS THE CONFIRMED PRIZE WINNER, the eligible winner will be required to: (a) 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); and (b) sign and return within ten (10) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the 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 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. If the eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the 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 Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

11. GENERAL CONDITIONS:

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 Released Parties will not be liable for: (i) any failure of any website or any platform during 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 Entry and/or other information to be received, captured or recorded 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.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, 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, computer virus, bugs, 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, in its sole and absolute discretion, 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 forgoing, 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.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry for the purpose of administering the Contest and in accordance with Sponsor's privacy policy (available at: <https://jancon.ca/privacy-policy/>). 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.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any entrant and/or other information with these Rules, or as a result of any technical or other 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.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to, any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

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.

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 the 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.