

Janes "Got your Back" Contest
OFFICIAL RULES AND REGULATIONS

THIS CONTEST IS OPEN TO CANADIAN RESIDENTS (EXCLUDING RESIDENTS OF THE PROVINCE OF QUEBEC) 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. CONTEST PERIOD:** The Contest begins on September 1, 2020 at 12:00:00 p.m. Eastern Daylight Time ("EDT") and ends on October 6, 2020 at 11:59:59 a.m. EDT (the "**Contest Period**"). For the purposes of these Official Rules and Regulations (the "**Rules**"), a day (each, a "**Day**") commences at 12:00:00 a.m. EDT and ends at 11:59:59 p.m. EDT – except for the first Day (September 1, 2020) which commences at 12:00:00 p.m. EDT and ends at 11:59:59 p.m. EDT and the last Day (October 6, 2020) which commences at 12:00:00 a.m. EDT and ends at 11:59:59 a.m. EDT.
- 2. ELIGIBILITY:** The Contest is open to legal residents of Canada (excluding residents of the province of Quebec) who have reached the legal age of majority in their province/territory of residence and reside in Canada (excluding the province of Quebec) at the time of entry and awarding of a prize if applicable, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Sofina Foods Inc. (the "**Sponsor**"), its subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the "**Contest Parties**"). Groups, clubs, organizations, businesses and commercial/non-commercial entities cannot participate.
- 3. HOW TO ENTER: NO PURCHASE NECESSARY.** To enter: visit <http://janespromotions.com/> (the "**Website**"); click on the Contest button and: (i) complete the Official Contest Entry Form (the "**Entry Form**") with all required information (your first and last name; postal code; province; and email address); (ii) select one of the provided answers to the following question: "What is your favorite Jane's product?" (the "**Response**"); and (iii) Signify that you have reached the age of majority in your province of residence at the time of entry and your agreement that you have read and agree to be legally bound by the terms and conditions of these Rules. **Optional:** Check the box to indicate that you would like to sign up and start receiving news about products; contest and coupons from the Sponsor. (**IMPORTANT NOTE: It is not necessary to opt-in to receive promotional communications from the Sponsor, and you can opt-out of receiving promotional communications from the Sponsor at any time without impacting your chances of winning in this Contest**). Once you have fully completed the Entry Form with all required information and have read and agreed to the Rules, follow the on-screen instructions to submit your completed Entry Form (the "**Entry**"). To be eligible, your Entry must be submitted and received in accordance with these Rules. Upon receipt you will receive a "Thank you for entering" message. The information you provide will only be used for the administration of this Contest and in accordance with the Sponsor's privacy policy (see section 9 below).

Upon receipt of an Entry, the Contest computers will determine if your entry is a first time entry. If so, on your “Thank you for entering” webpage, it will contain a one-time link to download a one-time coupon to save \$1.00 CDN when you purchase any Janes product identified on the coupon (“**First Time Entry Coupon**”). To receive the coupon the entrant must click on the link and have access to a printer at the time of your first time entry. The Released Parties (as defined below) are not responsible for any printing issues or any other issue that may arise during your first time entry and downloading the First Time Entry Coupon. The First Time Entry Coupon is subject to the terms and conditions listed on the coupon. The coupon expires on December 31, 2020 and is redeemable at participating Canadian retailers subject to available inventory. Original coupons must be presented at the time of a purchase. The coupon can’t be bundled with any other coupon when redeeming with your purchase of a Janes’ products.

4. **ENTRY LIMIT:** ~~There is a limit of one (1) Entry per person, per Day.~~ For greater certainty and the avoidance of any doubt, an entrant can only use one (1) email address to enter the Contest and the email may only be used by one (1) person regardless of whether the email account is shared by two (2) or more people. All personal information provided must be truthful and accurate. An entrant may not submit an Entry on behalf of any other person, including without limitation but for greater certainty, another member of his/her household and/or any other family member or any other individual who may not reside with an entrant. 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, per Day; and/or (ii) use multiple names, identities, email addresses and/or 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/or 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. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information and submitted and received in accordance with these Rules. The Sponsor, Contest Parties, and each of their respective officers, directors, 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. **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 of the entrant and any or all of his/her Entries in the sole and absolute discretion of the Sponsor. Proof of transmission (post-marks, screenshots or captures etc.) or attempted transmission of an Entry or of attempted submission of any communication, does not constitute proof of delivery or

receipt by the Contest computers or 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.

6. **PRIZES AND APPROXIMATE RETAIL VALUES:** There will be a total of ten (10) prize packages (each, a “Prize” and collectively, the “Prizes”) available to be won during the Contest Period. Each Prize consists of: (i) a \$250.00 CDN pre-paid gift card from a major credit card company as selected by the Sponsor in its sole and absolute discretion; (ii) two (2) product coupons each redeemable for one (1) Janes’ product up to a value of \$14.00 CDN; and (iii) one (1) Janes’ branded apron. Approximate retail value of each Prize is \$293.00 CDN.

Gift cards are subject to the terms and conditions of the issuer and cannot be exchanged for cash or otherwise. If a purchase exceeds the value of the gift card, the winner will be responsible for any amount due which is over the value of the gift card (or the available balance at the time of purchase) (including applicable taxes). If any purchase does not exceed the gift card value, the remaining available balance will not be paid in cash to the winner but will remain on the gift card.

The Jane’s manufacturer’s coupons (the “coupon”) will expire on December 31, 2020. The coupons are subject to the terms and conditions stated on the coupon and are redeemable at participating Canadian retailers and original coupons must be presented at the time of a purchase. If a purchase value is less than the coupon value, no difference will be paid in cash to the entrant. If a purchase value exceeds the coupon value, the winner will be responsible for any amount due which is over the value of the coupon. Coupon redemption is subject to available inventory at participating Canadian retailers and offer is good as long as supplies last. The coupons can’t be bundled with any other coupon when redeeming with your purchase of a Janes’ products. The winner is solely responsible for all costs not expressly described as included herein, including his/her own transportation to and from the store location and any other expenses.

Without limiting the generality of the foregoing, Prizes must be accepted as awarded and are not transferable, assignable or convertible to cash. No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute a Prize or any component of a Prize with an item or items of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award. Prizes will only be awarded to the person whose verifiable full name and valid email address appears on the Entry Form associated with the Entry in question. Prize winners are solely responsible for all costs not expressly described herein. It is anticipated that each Prize will be sent to the confirmed winner’s address as indicated on his/her declaration and release form within thirty (30) days of receipt of the Sponsor’s declaration and release form and confirmation of the eligible winner as a winner in accordance with these Rules. If a Prize is returned as undeliverable for any reason whatsoever, the winner will forfeit his/her Prize and the Prize will not be re-awarded nor re-delivered at a later date. There is a limit one (1) Prize per household.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of a Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, each confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal

or equitable remedy from neither the Sponsor nor any of the Released Parties should the Prize or any portion thereof fails to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Released Parties if the Prize does not prove satisfactory, either in whole or in part.

7. **WINNER SELECTION PROCESS AND ODDS OF WINNING:** At approximately 3:00 p.m. EDT on October 16, 2020 a random draw will be held in Toronto, ON (the “**Draw Date**”). Ten (10) eligible entrants will be randomly selected from among all eligible Entries that were submitted and received in accordance with these Rules during the Contest Period. The odds of winning a Prize depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period.
8. **ELIGIBLE WINNER NOTIFICATION AND CONFIRMATION PROCEDURES:** The Sponsor or its designated representative will attempt to contact each eligible winner by email (using the information provided on the Entry Form) within five (5) business days of the Draw Date. The Released Parties will not be responsible for failed attempts to contact an eligible winner. If any eligible winner cannot be contacted within five (5) business days of the Draw Date, 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 during the Contest Period (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each 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) print, sign and return within five (5) 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; (iv) agrees to the publication, reproduction and/or other use of his/her name, city and province/territory, 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 whatsoever, including print, broadcast or the internet (including, but not limited to, any social media platforms). If an eligible winner: (a) fails to correctly answer the mathematical 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 among the remaining

eligible Entries submitted and received in accordance with these Rules during the Contest Period (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner). Under no circumstance will the Sponsor award more than ten (10) Prizes.

9. GENERAL CONDITIONS:

- All Entries become the property of the Sponsor. 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, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. 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 the Website; (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 any 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 (v) any combination of the above.
- In the event of a dispute regarding who submitted an Entry, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Entry to have been submitted by the authorized account holder of the email address used at the time of entry. "Authorized account holder" is defined as the person who is assigned to an email address by an internet provider, online service provider, or other organization (e.g. business, educational institute, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that he/she is the authorized account holder of the email address associated with the Entry in question.
- The Sponsor reserves the right to 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 damage any website or 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 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: <http://www.janesfoods.com/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 to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent deemed necessary by the Sponsor, for purposes of verifying compliance by any entrant or Entry 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 English Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, Website, point of sale, television, print or online advertising and/or 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 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.