

1. **ELIGIBILITY:** The Townsend Lumber Inc./Bass Lake Sawmill/Kitchener Forest Products Amp Up Your Yard Facebook Contest ("Contest") is open to legal residents in Ontario who are eighteen (18) years or older at the time of entry. Not eligible are employees of Townsend Lumber Inc., Bass Lake Sawmill and Kitchener Forest Products, its respective parents, subsidiaries, affiliated companies, advertising and promotion agencies, and the immediate families and persons living in the households of each of these individuals. Any web pages, advertisements and promotional materials relating to the Contest are intended for viewing only within the geographic area described above and by Eligible Participants. You are not authorized to participate in the Contest unless you are located within the geographic area described above and are an eligible participant. By entering, you agree to these Official Rules and the decisions of Sponsor, which are final and binding in all respects. This Contest is void where prohibited.
2. **SPONSOR AND ADMINISTRATOR:** The sponsor and administrator of the Contest is Townsend Lumber Inc. ("Sponsor"), 1300 Jackson Side Road, Tillsonburg, ON, N4G 4G7. Simpson Strong Tie is not a sponsor, nor an administrator, of The Contest and is in no way involved in or responsible for The Contest.
3. **PROMOTIONAL PERIOD:** The Contest begins on May 23, 2024, at 12:01 A.M. Eastern Daylight Time ("EDT"), and ends on September 29, 2024 at 11:59 P.M. EDT.
4. **ENTRY:** You can enter the Contest by submitting, during the promotional period, via email to [contest@townsendlumber.com](mailto:contest@townsendlumber.com) a minimum of three (3) photographs of a Pergola or Party Pavilion Building Kit project that you completed (that includes the use of Sponsor's lumber products and Simpson Strong Tie Outdoor Accents in such photographs). The entry photos must be formatted as follows: project, your last name and name of retail location materials were purchased. Examples: pergola\_LASTNAME\_BassLakeSawmill.jpg, pavilion\_LASTNAME\_TownsendLumber.jpg or pavilion\_LASTNAME\_KitchenerForestProducts.jpg. All entries must be received by Sponsor no later than 11:59 P.M. EDT on September 29, 2024. Only one entry per person and per household. Multiple entries may disqualify you from eligibility to enter the Contest. In the event duplicate entries are received from any person or e-mail address, the first entry processed will be considered the only valid entry received. In the event of a dispute, Internet entries will be deemed made by the authorized account holder of the e-mail address submitted at the time of entry. The authorized account holder is the natural person who is assigned to the e-mail address by the Internet access provider, on-line service provider or other organization that is responsible for assigning e-mail addresses or the domain associated with that e-mail address. Sponsor, and each of their respective parents, subsidiaries, affiliated companies, agents and advertising and promotion agencies including each of its respective officers, directors, agents and employees ("Contest Entities"), are not responsible for failure for any reason of on-line or Internet entries, including without limitation: failures of any software or hardware of any kind, telecommunications and/or transmissions failures of any kind, incomplete or garbled telecommunications transmissions resulting from any reason, problems with Internet network servers or providers including, without limitation, problems resulting from technical malfunctions or telecommunications congestion on the Internet or on any web site, or any combination thereof. All entries become the sole property of Sponsor and will not be returned. Sponsor will not confirm receipt of entries. By submitting their entry to [contest@townsendlumber.com](mailto:contest@townsendlumber.com), each participant agrees that Sponsor may, except where prohibited by law, use any information provided with each entry to administer the Contest and for marketing or promotional purposes.
5. **PRIZES:** A total of 2 prizes will be awarded in the Contest. The Grand Prize is \$1000.00 in cash and the Second Place Prize is a \$250 gift certificate to either Townsend Lumber Inc., Bass Lake Sawmill, or Kitchener Forest Products, whichever retail outlet is closest to winner's place of residence.
6. **JUDGING AND NOTIFICATION:** The Grand Prize winner and Second Place Prize winner will be selected by Sponsor Staff. A potential prize winner will be notified by email on or about October 11, 2024 by a representative of Sponsor. If a potential winner cannot be reached within three (3) calendar days of the first notification attempt or any prize notification is returned as undeliverable, that potential winner may be deemed ineligible and an alternate potential winner will be selected from the remaining eligible entries. The potential winner will be required to complete an Affidavit of Eligibility/Release of Liability and Publicity Release which must be completed, signed, notarized and returned to Sponsor within five (5) calendar days from the date of notification letter. If documents are

not returned on a timely basis, the potential prize winner may be deemed ineligible and an alternate potential winner will be selected from all remaining eligible entries.

7. **PRIZE CONDITIONS AND RESTRICTIONS:** (a) Sponsor is responsible for any incidental costs related to the prize. (b) Prize winners are responsible for all expenses not attributable to Sponsor in these Official Rules that are incurred as a result of claiming a prize, including without limitation, all federal, provincial, local or other taxes or fees, all registration, title and insurance fees, the cost of any upgrade or changes made to any prize after award of such prize, and any other expenses of whatever sort. All Contest participants should seek independent advice regarding tax and other liabilities associated with the prizes. (c) Prizes must be accepted as delivered. Prizes are not transferable or redeemable for cash or credit. Except as provided immediately below, no prize substitutions are allowed. (d) If events beyond the control of Sponsor make the prize unavailable for delivery to the winner within a reasonable time or as otherwise as provided by applicable law, Sponsor reserves the right to substitute in Sponsor's reasonable discretion a similar prize or prizes of equal or greater verifiable retail value. (e) Before taking possession of a prize, all prize winners agree to provide any and all information or documentation relating to award of prizes that is necessary for preparation of Sponsor's taxes or otherwise reasonably necessary for the maintenance of Sponsor's records, including without limitation, W-9 (Request for Taxpayer Identification) forms.
8. **ODDS:** The odds of winning a prize depend on the total number of eligible entries received.
9. **GENERAL CONDITIONS:** This Contest is subject to all applicable federal, provincial and local laws and regulations. By participating, you: (a) agree to these Official Rules and the decisions of Sponsor, which shall be final in all respects; (b) agree to release, discharge and hold harmless Contest Entities from any and all obligations, losses, damages, penalties, claims, actions, suits, costs and other expenses of any kind whatsoever for any property damage, injury or death to you or any third person arising therefrom, or in connection with your participation in the Contest, or from the acceptance, use or misuse of any prize awarded in the Contest; and (c) acknowledge that Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize, including without limitation, its quality. By accepting a prize, each winner thereby agrees, except where otherwise prohibited by law, to Sponsor's use of such winner's name, photograph, likeness, biographical information and city, street and state or province address on a worldwide basis and in all forms of media in perpetuity, without compensation. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be in violation of the Official Rules. Sponsor may deem ineligible any potential Contest entrant from participating in the Contest or winning a prize if it determines in its sole discretion that the potential entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair practices or intending to annoy, abuse, threaten or harass any Contest participants or any representatives of Contest Entities. If for any reason this Contest is not capable of being conducted as planned, including for reason of computer virus, technical failure, bugs, tampering, unauthorized intervention, fraud, legal prohibition, human error or any other reason beyond the control of Sponsor which corrupts the administration, security, fairness, integrity or proper conduct of the Contest, Sponsor in its sole discretion reserves the right to cancel, terminate, modify or suspend the Contest. **ANY ATTEMPT BY A PARTICIPANT OR POTENTIAL PARTICIPANT TO DELIBERATELY DAMAGE THE SPONSOR'S WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PARTICIPANT OR POTENTIAL PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.**
10. **SPONSOR USE OF ENTRIES:** All entries and materials submitted to Sponsor in connection with the Contest (collectively, "Entry Materials"), along with all copyright, trademark and other proprietary rights associated therewith, become the property of Sponsor upon submission. Without limiting the generality of the foregoing, you acknowledge that Sponsor shall have the right to use, modify, reproduce, publish, perform, display, distribute, make derivative works of and otherwise commercially and non-commercially exploit the Entry Materials in perpetuity and throughout the universe, in any manner or medium now existing or hereafter developed, without separate compensation to you or any other person or entity. You agree to take, at Sponsor's expense, any further action (including, without limitation, execution of affidavits and other documents) reasonably requested by Sponsor to

effect, perfect or confirm Sponsor's rights as set forth above in this paragraph 10. Additionally, Sponsor hereby grants to you a non-exclusive, royalty free, worldwide, license and right to use the Entry Materials for self-promotion purposes only, including: (a) use in your business book or portfolio; (b) inclusion on advertising materials related to the promotion of your business; and (c) use on websites that you control. Notwithstanding the foregoing, you may not sell, sublicense or distribute the Entry Materials or any derivative of the Entry Materials without the express, written permission of Sponsor.

11. ORIGINAL WORK OF AUTHORSHIP: You hereby warrant and represent that: (a) you own all rights to all Entry Materials submitted by you; and (b) all such Entry Materials are original works of authorship on your part and have not been copied, in whole or in part, from any other work and do not violate, misappropriate or infringe any copyright, trademark or other proprietary right of any other person or entity.
12. DISPUTES: Each Contest entrant agrees (a) that any dispute arising out of or relating to this Contest or these Official Rules shall be resolved individually and without resort to any class action, and any judicial proceeding shall take place in a federal or provincial court within the Province of Ontario, and (b) to waive all rights to claim punitive, incidental and consequential damages (including attorneys' fees), other than actual out-of-pocket expenses (i.e., expenses associated with participating in this Contest) and any and all rights to have such claims multiplied or otherwise increased. All issues, questions or controversies concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participants in this Contest shall be governed and construed in accordance with the laws of the Province of Ontario, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the Province of Ontario or any other jurisdiction) that would cause the application of laws of any jurisdiction other than that of the Province of Ontario.
13. NO FACEBOOK ENDORSEMENT. This Contest is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that by using and interacting with Facebook, you are subject to the terms, conditions, and policies that govern the use of Facebook.
14. RULES/WINNER INFORMATION: For a copy of these Official Rules or a list of winners send a self-addressed stamped envelope specifying "Amp Up Your Yard Contest Rules" or "Amp Up Your Yard Contest Winners List" to: 1300 Jackson Side Road, Tillsonburg, ON, N4G 4G7. The Official Rules will also be available on-line at [www.townsendlumber.com/amp-up-your-yard-contestrules](http://www.townsendlumber.com/amp-up-your-yard-contestrules).