

OFFICIAL CONTEST RULES

STITCHY LIZARD SHARE & WIN CONTEST

This contest is open to Canadian residents only, and is governed by Canadian law. Void where prohibited.

The Stitchy Lizard Share & Win (the “**Contest**”) is in no way sponsored, endorsed, administered by, or associated with Twitter, Instagram, or Facebook. Entrants (defined below) understand that they are providing their information to the Sponsor (defined below) and not to Twitter, Instagram, or Facebook. Any personal information an Entrant provides will be used for the administration of the Contest and in accordance with the Sponsor’s privacy policy (see below). Twitter, Facebook and Instagram are completely released from all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Twitter, Instagram, or Facebook.

1. **CONTEST PERIOD:**

The Contest begins on March, 15, 2019 at 12:00:00 AM Eastern Standard Time (“**EST**”) and runs for a minimum period of one (1) month and ends at the sole discretion of the Sponsor (the “**Contest Period**”). During the Contest Period, there is one (1) Entry (defined below) permitted per Entrant, per month (a “month”, for the purposes of this Contest, commences at 12:00:00 AM EST on the first day of the month and ends at 11:59:59 PM EST on the last day of the month), per social platform (a “**social platform**” for the purposes of this Contest is defined as Facebook, Instagram or Twitter). For greater certainty, an Entrant may only use his/her personal or business social platform accounts (one (1) personal or business account per social platform) to participate in this Contest.

2. **ELIGIBILITY:**

The Contest is open to residents of Canada who are located in Canada and, at the time of entry and if applicable awarding of the Prize (defined below), have reached the legal age of majority in their province or territory of residence (an “**Entrant**”).

3. **HOW TO ENTER:**

There are three (3) ways to enter the Contest, respectively as follows:

- i. **Instagram Entry:** To enter via Instagram, an Entrant must post a unique and original photo (a “**Photo**”) of the custom promotional product they received from Stitchy Lizard (“**promo items**”) on Instagram and the post must also include the hashtags “#Stitchy25” and a link to “stitchylizard.com” (the “**Hashtags**”) (collectively, an “**Instagram Entry**”). In order to be eligible, an Instagram Entry must be posted in accordance with these Official Rules of the Contest (the “**Official Rules**”) during the Contest Period (which will be determined by the Sponsor in its sole and absolute discretion). Without limiting the generality of the foregoing, an Entrant must comply with Instagram’s Terms of Service (available at www.instagram.com) at all times when participating in this Contest.

OR

- ii. **Twitter Entry:** To enter via Twitter, an Entrant must post a Photo on Twitter and the post must also include the Hashtags (collectively, a “**Twitter Entry**”). In order to be eligible, a Twitter Entry must be posted in accordance with these Official Rules during the Contest Period (which will be determined by the Sponsor in its sole and absolute discretion). Without limiting the generality of the foregoing, an Entrant must comply with Twitter’s Terms of Service (available at www.twitter.com) at all times when participating in this Contest.

OR

- iii. **Facebook Entry:** To enter via Facebook, an Entrant must visit the Sponsor’s page at Facebook.com/stitchylizard, like our facebook page and post a Photo to their timeline that includes a Photo of the custom promotional product they received from Stitchy Lizard (collectively, a “**Facebook Entry**”). In order to be eligible, a Facebook Entry must be posted in accordance with these Official Rules during the Contest Period (which will be determined by the Sponsor in its sole and absolute discretion). Without limiting the generality of the foregoing, an Entrant must comply with Facebook’s Terms of Service (available at www.facebook.com) at all times when participating in this Contest.

Collectively, Instagram Entries, Twitter Entries, Facebook Entries and Essay Entries will be referred to as “**Entries**”.

An Entry will be considered to be void (and an Entry will not be granted) if the Entry: (i) is incomplete or illegible; (ii) is not submitted and received during the Contest Period in accordance with these Official Rules (including without limitation the Submission Requirements listed below in Rule 4); and/or (iii) does

not comply with the Twitter, Instagram or Facebook's Terms of Service (as applicable); all as determined by the Sponsor in its sole and absolute discretion.

Standard text messaging and/or data rates may apply to Entrants who submit an Entry or otherwise participate in this Contest via wireless mobile device(s). Please contact your service provider for pricing and service plan information and rates for mobile device participation.

Use (or attempted use) of multiple names, identities, social platform accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest is prohibited and is grounds for disqualification by the Sponsor. The Releasees (defined below) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). Your Entry must remain active and publicly viewable on your Twitter, Instagram or Facebook account throughout the Contest Period in order to be eligible for the Draw. The Sponsor may not be able to view Entries or otherwise receive Entries or detect participation from social platform users whose accounts are set to "private" (i.e. where user has set his or her account so that only people who the user has approved can view their posts) due to the way Twitter, Instagram or Facebook operate the Twitter, Instagram or Facebook services. It is each Entrant's sole responsibility to take all steps required for the Sponsor to be able to detect and view his or her Entries and to set his or her applicable social platform account settings to accept communications from the Sponsor, and to timely check his or her account(s) for any direct messages, direct posts, comments or replies (as applicable) from the Sponsor in connection with the administration of this Contest.

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) to participate in this Contest. Failure to provide such proof to the satisfaction of the Sponsor within the

timeline specified by the Sponsor may result in disqualification. The sole determinant of the time for the purposes of this Contest will be the Contest server machine(s). Entries will not be returned or acknowledged. Entries received from a Twitter, Instagram or Facebook account associated with any organization, company, corporation, partnership or other entity will be void. An account used to participate in this Contest must be a personal, individual account.

4. SUBMISSION REQUIREMENTS:

By submitting an Entry (and each individual component thereof), you warrant and represent that the Entry complies with all conditions stated in these Official Rules and with the Twitter, Instagram and Facebook terms of service. The Releasees will bear no legal liability regarding the use of an Entry you submit. The Releasees shall be indemnified and held harmless by each Entrant from any loss or claim in connection with such Entrant's violation of, or non-compliance with, these Official Rules.

Without limiting the generality of Rule 3, to be eligible as an Entry in this Contest, such Entry must be unique and original (e.g. an Entrant cannot submit a Photo more than once and/or copy someone else's Photo or copy someone else's written text, other than the Hashtags), any written text must be in English or French and such Entry must be submitted by the holder of the account and not by another individual on the account holder's behalf or by the holder of the account on behalf of another individual.

By participating in the Contest, each Entrant agrees to be legally bound by these Official Rules and by the interpretation of these Official Rules by the Sponsor and further warrants and represents that:

- i. the Entry submitted is original to the Entrant and the Entrant has all necessary rights in and to the Entry (including without limitation the Photo) to submit it in connection with this Contest;
- ii. the Photo submitted was taken by or on behalf of the Entrant. If the Photo depicts another identifiable person(s), the Entrant confirms that, prior to posting the Photo to a social platform, they have received consent from such person(s) to use the Photo in connection with this Contest (including consent to its public availability on social platforms). Notwithstanding the foregoing, minors (i.e. individuals who have not reached the legal age of majority in their jurisdiction of residence) are not permitted in any Photo;
- iii. the Entry submitted does not violate any law;
- iv. the Entry submitted does not contain any reference to any competitors of the Sponsor;
- v. the Entry submitted does not contain any identifiable third parties trademarks, logos or trade dress owned by others unless consent has been obtained from each such corporation;

- vi. the Entry submitted is not negative or disparaging of the Sponsor, its products, services or personnel; and
- vii. the Entry submitted will not give rise to any claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party, or give rise to any claims whatsoever; and is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups; content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of the Sponsor; any identifiable third party products, trademarks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Official Rules; and/or any other content that is or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

By entering the Contest and submitting an Entry, each Entrant: (i) without limiting the Twitter, Instagram or Facebook Terms of Service, grants to the Sponsor in perpetuity, a non-exclusive license to publish, display, communicate to the public by telecommunication, make available, reproduce, modify, edit or otherwise use their Entry, in whole or in part, for administering, advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to their Entry in favour of the Releasees; and (iii) agrees to release, indemnify and hold harmless the Contest Parties and each of their respective agents, employees, directors, officers, successors, and assigns (collectively, the "**Releasees**") from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other cause of action that relate in any way to the Entry. For greater certainty, the Sponsor reserves the right, in its sole and absolute discretion and at any time during the Contest, to modify, edit or disqualify any Entry if a complaint is received with respect to the Entry, or for any other reason. If such an action is necessary at any point, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry and/or the associated Entrant. If the Sponsor determines, in its sole and absolute discretion, that any Entry does not comply with these Official Rules for any reason at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Entry and/or the associated Entrant. Entries will NOT be judged.

5. ELECTRONIC COMMUNICATIONS:

By submitting an Entry to the Contest as described above, the Entrant (the person who submitted the Entry) agrees to do communicate with the Sponsor electronically and agrees that the act of submitting the Entry to the Contest is a binding form of your electronic signature, which you agree binds you to these Official Rules.

6. THE PRIZE AND ITS APPROXIMATE RETAIL VALUE:

The prize is described in the advertisement and may change from month to month. The Sponsor reserves the right to change the prize if the quantity of the items is low, the items are no longer available, or any other reason determined to be reasonable by the Sponsor.

7. WINNER SELECTION:

A number of winners are pcked (the "**Draw**") on the first of every month (the "**Draw Date**") from among all eligible Entries received during the Contest Period to select one potential Prize winners. The odds of winning the Prize will depend on the number of eligible Entries received during the Contest Period and the number of prizes for the Contest Period.

8. CONTACTING OF POTENTIAL WINNER:

The Sponsor or its designated representative will send the potential Prize winner individual a direct message on Twitter, Instagram or Facebook by on the Draw Date or some time after. The potential Prize winner must respond by either direct message or by email within the 72 hours after receiving the notification by following the instructions provided in the notification. If the potential Prize winner fails to do so, then he/she will be disqualified (and will forfeit all rights to the Prize), even if his/her name or Twitter, Instagram or Facebook handle may have been publicly announced; forfeited prizes will not be awarded.

9. GENERAL CONDITIONS:

By participating in this Contest, each Entrant: (i) agrees to be bound by these Official Rules; (ii) agrees to release, indemnify and hold harmless the Releasees from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other cause of action; and (iii) releases the Releasees from any and all liability in connection with this

Contest and their participation therein. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Releasees will not be liable for: (i) any failure of any website or social platform during the Contest; (ii) any technical malfunction or other problems relating to the telephone network or lines, computer on-line systems, servers, access providers, social platforms, computer equipment or software; (iii) the failure of any Entry to be received for any reason including, but not limited to, technical problems or traffic congestion on the Internet or at any website, social platform or mobile network; (iv) any injury or damage to an Entrant's or any other person's computer or other device related to or resulting from participating or downloading any material in the Contest; and/or (v) any combination of the above.

In the event of a dispute regarding who submitted an Entry, Entries will be deemed to have been submitted by the authorized account holder of the Twitter, Instagram or Facebook account used to submit the applicable Entry (as determined in accordance with the official records of Twitter, Instagram or Facebook, as applicable). An Entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification) that they are the authorized account holder of the Twitter, Instagram or Facebook account used to submit the applicable Entry and, if applicable, that they have all necessary consents, permissions and/or licenses as required by these Official Rules.

Sponsor:

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