

## Conair Canada's Facebook Contest Rules and Regulations

Weight Watchers Scales by Conair Bluetooth Body Analysis Scale (WW912FC)

1. No purchase or payment of any money is necessary to enter.
2. The Facebook **Weight Watchers Scales by Conair Bluetooth Body Analysis Scale (WW912FC)** ("Contest") is sponsored by Conair Canada ("Conair Canada"), a division of Conair Consumer Products ULC ("Conair"). There will be 1 draw in this Contest (as described further below) for a prize pack of one (1) Weight Watchers Scales by Conair Bluetooth Body Analysis Scale (WW912FC) valued at MSRP \$79.99 CAD.

### 3. **HOW TO ENTER:**

Follow @ConairCanada on Facebook. During the Contest Period (defined below), Conair Canada will post the status below (or a similar status) for participants to comment on. In order for your Submission to be considered valid, your profile must be set to public and thus viewable by the Sponsor and its agents.

- **Status Post: CONTEST ALERT. Enter for the chance to win our Bluetooth Scale – because whatever your goals might be, a new year deserves some savvy tech. Just give us a follow, like this post, and then comment with your top resolution.**

Limit of one (1) standard entry per person per Facebook account. The content of the post ("Submission") will have no influence on the selection of winners; winners will be selected at random as described herein. Sponsor reserves the right at its sole discretion to remove any comment deemed to be offensive, unsportsmanlike or disruptive. Sponsor reserves the right to change the winner selection at its sole discretion.

No other form of entry is valid. Submissions via automated programs, bots or third-party services are prohibited, and any entrant who enters or attempts to enter using such methods/services will be disqualified. Submissions by the same person/household in excess of the limit stated above will be void and may result in disqualification of the person/household responsible for the excess Submissions. All Submissions become property of the Sponsor and will not be returned.

#### **4. Contest Restrictions:**

- i. The Submission must not disparage Sponsor, other companies or their products, or any other individual;
  - ii. The Submission must not contain brand names or trademarks other than those owned by Sponsor, which entrant has a limited license to use to incorporate in his/her Submission in this Contest;
  - iii. The Submission must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, or libelous;
  - iv. The Submission must not contain material that promotes bigotry, racism, hatred, or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation, or age; and
  - v. The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any province where Submission is created.
5. Submissions must be received no later than 12:00 AM Eastern Time (EST) Friday, January 12, 2018.
  6. There is a limit of one (1) Submission permitted per person per Facebook account.
  7. Submissions generated by script, macro, or other automated means are void. If requested, entrant must be able to provide such permissions of individuals included in Submissions in a form acceptable to Sponsor.
  8. By entering the Contest or uploading a Submission, entrant consents to the granting of, and grants, Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display any Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media, or technology now known or later developed, including for promotional or marketing purposes, without any further compensation, permission or notification. If requested, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the Submission. Releasees (defined below) are not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, or misdirected Submissions; all of which will be void.
  9. In the event of a dispute as to any Submission, the authorized account holder of the Facebook account used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is a natural person assigned to the Facebook account. Each entrant may be required to show proof of being an authorized account holder.

10. **Eligibility:** This Contest is open to all residents of Canada who are at least eighteen (18) years of age, except residents of Quebec (collectively, the "Participants"). Employees of the Sponsor, its affiliated companies and its advertising and promotional companies and their respective immediate family members are not eligible to enter.

11. **Contest Period:** Monday, January 8, 2018 at 5:00 PM to Friday, January 12, 2018 at 12:00 AM Eastern Time.

12. **Prize:** One (1) winner will be selected at random, by Conair Canada associates. The draw will take place on Monday, January 15 by 12:00 PM Eastern Time. The winner will receive the following for themselves:

One (1) Weight Watchers Scales by Conair Bluetooth Body Analysis Scale (WW912FC)

Approximate total value of this prize pack is valued up to MSRP \$79.99 CAD. Conair reserves the right to substitute a prize of equal or greater value.

The drawing will take place at the head office of Conair Canada at 100 Conair Parkway, Woodbridge, ON L4H 0L2. Each winner is responsible for all federal, provincial, local and income taxes associated with their winning prize.

13. The winner will be notified by Conair Canada commenting on the Facebook post. In order to win, a winner must first correctly answer a time-limited mathematical skill-testing question without human, electronic, mechanical or other assistance, to be administered by Conair Canada by e-mail or by phone (at Conair Canada's sole option) at a mutually convenient time, and sign a Declaration/Release form (in the form requested by Conair Canada) confirming eligibility for the Contest, compliance with the Contest rules and acceptance of the prize as awarded, and containing a release of liability and, at Conair Canada's option, a publicity consent. The signed Declaration/Release will need to be received by Conair Canada within forty-eight (48) hours of the date the Declaration/Release is sent by Conair Canada to the winner, or the prize may be forfeited and an alternate winner may be selected by random draw.

If a winner cannot be contacted within forty-eight (48) hours of the draw date, is not eligible for the Contest, or has not complied with these rules (including meeting all of the Contest conditions), he/she forfeits any right to the prize (whether or not the name of the winner has already been announced by the Sponsor), and another winner will be randomly selected from the remaining eligible Submissions. The process may be repeated, if necessary.

By signing the Declaration/Release form, a winner shall confirm their permission and consent to Sponsor's use of the winner's name, place of residence (city and province/territory only), submitted posts or comments for Conair Canada's internal and external marketing purposes, which include but are not limited to, social media (i.e. Facebook, Instagram, Twitter, YouTube, blogs, etc.), online websites, printed material, and other advertising channels and outlets, without any further compensation, permission, notification or other liability or obligation to the winner.

14. The winner will be announced on Conair Canada's Facebook channel on or after Tuesday, January 16, 2018.
15. Chances of winning depend on the total number of eligible Submissions received.
16. No substitution or transfer of prize is allowed except at the sole discretion of Conair Canada. Prizes are not redeemable or substitutable for cash or credit, in whole or in part, except at Conair Canada's sole discretion. Prize must be accepted as awarded.
17. By entering this Contest or uploading a Submission, entrants release:

Conair (including Conair Canada) and its affiliates (including their successors and assigns), and (ii) the respective directors, officers, employees, agents and representatives of those in (i), (collectively, the "Releasees") from any and all claims and liability, losses or damages of any kind, including direct, indirect, incidental, consequential or punitive damages, arising out of or relating to any of the prizes, the conduct of the Contest, entry or participation in the Contest and any claims based on personality or privacy rights, defamation or merchandise delivery.

Without limiting the generality of the foregoing, the Releasees are not responsible for (i) Submissions lost, not received by Conair Canada, late, misdirected, stolen, damaged, garbled, destroyed, containing inaccurate information or delayed for any reason (whether due to technical difficulties, traffic congestion on the Internet or at any website, or otherwise), (ii) any failure of the website or other technical difficulties during the duration of the Contest, including any faulty electronic data transmission, equipment failure, or other online communication problems, problems with or technical malfunction of any telephone network or lines, computer on-line systems, servers, networks, access providers, computer equipment/hardware or software (iii) other difficulties or errors in the administration of the Contest (including, without limitation, viruses and bugs), and (iv) any injury or damage to an entrant's or another person's computer system occasioned by or relating to participation in this Contest or downloading any information relating to this Contest, and (v) any injury or damage suffered by the Winner by attending the class that is the subject of the Prize.

18. Conair Canada reserves the right to cancel, terminate, modify or suspend all or a portion of the Contest at any time, with or without awarding any prize and without liability, if, in Conair Canada's opinion (i) the Contest is not capable of running as planned for any reason, or (ii) the administration, security, fairness, integrity, or proper conduct of the Contest is corrupted or adversely affected, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any causes beyond its control.

Submissions which are fraudulent, tampered with or altered, are not eligible.

All decisions respecting any matter relating to this Contest (including, without limitation, respecting whether a person is an entrant, whether an entrant is eligible, or whether an entrant is a winner) shall be made in the sole discretion of Conair Canada and all decisions of Conair Canada respecting any matter relating to the Contest or the prizes are final.

19. All Submissions become the property of Conair Canada and will not be returned. By entering the Contest or uploading any Submission, entrants agree that (i) Conair Canada may use any Submission in any form, media or technology, including but not limited to any social media site, Conair website and in printed promotional materials and (ii) Conair Canada may use (including the reproduction, broadcast and publication) their names, place of residence (city and province/territory only), submitted comments or “survey responses” and the fact that they are entrants or winners of this Contest and all matters incidental thereto in any future advertising or publicity carried out by or for Conair (including Conair Canada) or its successors or assigns, without further compensation, permission or notification.
20. By entering the Contest or uploading a Submission, entrants (i) agree to be bound by these official contest rules, including all eligibility requirements, and (ii) agree to be bound by the decisions of Sponsor, which are final and binding in all matters relating to the Contest.
21. This Contest is subject to all applicable federal, provincial and local laws and regulations, and is void wherever prohibited by law. These rules are subject to change without notice, if necessary, to comply with any applicable law or policy of any entity having jurisdiction over Conair (including Conair Canada). 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 Releasees 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 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.
22. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest may be a violation of criminal and/or civil laws, and should such an attempt be made, Conair (including Conair Canada) reserves the right to seek remedies and damages to the fullest extent permitted by law, including criminal prosecution.
23. For information on how Conair Canada handles personal information, see Conair’s privacy policy at [www.Conaircanada.ca](http://www.Conaircanada.ca).
24. This Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram.
25. Residents of Quebec: Sorry, due to rules and regulations stipulated by the Régie des alcools, des courses et des jeux, this Contest is not open to residents of Quebec.
26. Conair does not condone the submission of information that infringe upon any copyright, trademark, property right or any other applicable right without full required source acknowledgment.

