

Standard Contest Rules

THESE RULES ARE THE STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTESTS AND GIVEAWAYS (EACH A “**CONTEST**” AND COLLECTIVELY THE “**CONTESTS**”) ADMINISTERED BY WINTERGREEN LEARNING MATERIALS. THE CONTESTS ARE INTENDED TO BE CONDUCTED IN CANADA, EXCLUDING QUEBEC, AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE CANADIAN LAW. NO PURCHASE IS NECESSARY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THE CONTESTS CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. ELIGIBILITY:

To be eligible to enter a Contest, an individual must:

- Be a legal resident of, and the age of majority in, Canada.
- Must not reside in Quebec
- If applicable, be subscribed to Wintergreen Learning Material’s newsletter. Click [here](#) to subscribe.
- If applicable, have a valid Facebook or Instagram account at the time of entry.

2. CONTEST PERIODS:

Each Contest entry period (each “**Contest Period**”) shall start and end as announced on the Wintergreen Learning Materials Instagram page (<https://www.instagram.com/wintergreenlearning/>) after which time the Contest will be closed and no other entries shall be accepted.

3. HOW TO ENTER:

- There is no purchase necessary to enter a Contest. To enter prior to the end of an applicable Contest Period, watch Wintergreen Learning Material’s Instagram page (<https://www.instagram.com/wintergreenlearning/>) or Facebook page (www.facebook.com/wintergreen.ca), and when cued, in accordance with the direction communicated on Instagram or Facebook: (i) visit Wintergreen Learning Material’s Instagram or Facebook page; (ii) locate the contest post or story; (iii) follow the directions listed on the post or story; or (iv) enter as otherwise instructed. Entries must be received prior to the end of the applicable Contest Period to be eligible for entry.

- Limit of one (1) entry per person per Contest Period, unless otherwise indicated. In the case of multiple entries, only the first eligible entry will be considered, and the remainder will be void.
- All entries must be received prior to the indicated Contest Period entry deadline. Entries will be declared invalid if they are late. No communication or correspondence will be exchanged with entrants except with those selected as a potential Contest winner.
- All individuals who enter via Instagram, must have an Instagram page that is open to the public.
- All individuals who enter via Instagram, must be following Wintergreen Learning Materials (@wintergreenlearning) on Instagram.
- Winners will be contacted by Wintergreen Learning Materials with instructions on how to claim the prize.
- Prizes must be accepted as awarded and cannot be transferred, assigned, resold, substituted or redeemed for cash. Any unused or unclaimed portion of a prize will be forfeited and have no cash value.
- Wintergreen Learning Materials shall not assume any liability for lost, damaged or misdirected prizes.

4. **PRIZE CONDITIONS:**

- All incidental costs and expenses not specifically referred to herein as part of the prize description (the “**Expenses**”) are the sole responsibility of the prize winner and/or guest(s), where applicable. All prize elements are subject to availability and substitution. The winner shall not seek reimbursement for the Expenses from Wintergreen Learning Materials.

5. **WINNER SELECTION:**

- Following the end of the applicable Contest Period, Wintergreen Learning Materials will select one (1) entrant (or more, if applicable, based on the number of prizes available to be won) by a random draw from all eligible entries received during the Contest Period, unless otherwise indicated. Each entrant shall be eligible to win only one (1) prize. The odds of being selected as a potential winner are dependent upon the number of eligible entries received for the Contest. Any remaining entries will not be carried over for entry in the next Contest.
- If the selected entrant does not respond within three (3) business days of notification, he/she will be disqualified and will not receive a prize and another entrant may be

selected (as determined by Wintergreen Learning Materials in its sole discretion) until such time as an entrant satisfies the terms set out herein.

6. LIMITATION OF LIABILITY:

By participating in a Contest, each entrant agrees to be bound by the Contest Rules. Wintergreen Learning Materials reserves the right, in their sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website, or any related promotional website; (c) violating the terms of service, conditions of use and/or general rules or guidelines of any of Wintergreen Learning Material's property or service; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.

7. PRIVACY/USE OF PERSONAL INFORMATION:

- By participating in the Contest, each entrant: (i) grants Wintergreen Learning Materials the right to use his/her personal information provided when he/she enters the Contest (collectively the "**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the winners and coordinating the provision of the Contest prize; (ii) grants to Wintergreen Learning Materials the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest in any and all media without further compensation unless prohibited by law.

8. TERMINATION:

Wintergreen Learning Materials reserves the right, in their sole discretion, to terminate any Contest, in whole or in part, and/or modify, amend or suspend a Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

9. LANGUAGE DISCREPANCY:

In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.

10. SOCIAL MEDIA:

This Contest is in no way sponsored, endorsed or administered by any social media platforms on which the Contest may have been promoted and/or publicized, including but not limited to Facebook, Instagram, and/or Twitter. Any personal information provided in connection with the Contest is being provided to Wintergreen Learning Materials and not to Facebook, Instagram and/or Twitter. Any questions or comments regarding a Contest must be directed to Wintergreen Learning Materials and not to any of the social media platforms on which the Contest may have been advertised or administered.

11. OFFICIAL RULES:

These are the official Contest Rules. The Contests are subject to applicable federal, provincial and municipal laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal, provincial and municipal laws or the policy of any other entity having jurisdiction over the Sponsors and/or the Contests. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and Wintergreen Learning Materials in connection with the Contests shall be governed by and construed in accordance with the laws of the province of Ontario including procedural provisions 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.