

Official Contest Rules

2020 Holiday Wreath Giveaway

PARTICIPATION IN THIS CONTEST CONSTITUTES YOUR FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE OFFICIAL CONTEST RULES (THE “**CONTEST RULES**”).

THIS CONTEST IS ONLY OPEN TO LEGAL RESIDENTS OF THE UNITED STATES OF AMERICA AND CANADA (EXCLUDING QUEBEC) GOVERNED BY APPLICABLE U.S. AND/OR CANADIAN LAWS. RESIDENTS OF THE U.S. AND CANADA MUST HAVE REACHED THE LEGAL AGE OF MAJORITY IN THEIR RESPECTIVE JURISDICTION TO PARTICIPATE.

1. CONTEST SPONSOR

The Contest is run by Shack Shine Home Services Inc. and Shack Shine Home Services (USA) Inc. (together, “**Shack Shine**” or the “**Sponsor**”). For the purposes of the Contest, the “**Contest Group**” is composed of the Sponsor, together with its respective affiliates and related companies, including without limitation their parent, sister and subsidiary companies, retailers, franchisees, advertising and promotion agencies, suppliers of materials and services related to the Contest, and any other corporation, partnership, sole proprietorship or other legal entity directly involved in the Contest and their respective officers, directors, employees, agents, contractors and any other representatives.

The decisions of the Sponsor with respect to all aspects of the Contest are final.

2. CONTEST PERIOD

The Shack Shine Giveaway (the “**Contest**”) starts at 9:00 AM September 1st, 2020 and continues until 11:59 PM on September 16th, 2020 (the “**Contest Period**”). Pacific Daylight Time (“**PT**”) will be used by the Sponsor to determine any timed aspect of the Contest.

3. ELIGIBILITY

The Contest is open to legal residents of Canada (excluding Quebec) and the United States of America who have reached the legal age of majority in the province, territory or state in which they reside at the time of entry. Employees, agents and representatives of any Shack Shine franchise or the Contest Group, or any member thereof, are not eligible to enter the Contest.

4. HOW TO ENTER

There is one way to enter the Contest:

1. By booking and completing reinstallation of your Christmas lights with Shack Shine (the “**Christmas Services**”).

To be eligible to participate in the Contest, the Christmas Services MUST be completed by October 15, 2020 to be entered into the draw.

For the purposes of this Contest, the participant is the person who owns the account on which the Christmas Services are booked to enter the Contest. It is this individual to whom the Contest Prize (as defined below) will be awarded if selected and declared a winner.

The Sponsor reserves the right to disqualify any entry that is incomplete, misdirected, falsified, mutilated, illegible, fraudulent, late, or copied. The Sponsor reserves the right to disqualify any person who enters or attempts to enter this contest in a way contrary to these Contest Rules or unfair to other entrants or whom the Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Contest. The Sponsor may, at its sole discretion disqualify any such entrant, even if the entrant was declared a winner. All decisions of the Sponsor made pursuant to these Contest Rules or in connection with this Contest are final and cannot be appealed.

ANY ATTEMPT BY AN ENTRANT OR ANY OTHER PERSON TO DELIBERATELY DAMAGE THE SPONSOR OR ITS BUSINESS OR TO UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY CONSTITUTE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND, SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

5. CONTEST PRIZE

There will be one (1) prize eligible to be won and five (5) winners will be selected. The five (5) winners will be eligible to receive the following as the Contest Prize:

1. A Deluxe Holiday Wreath

The Contest Prize must be accepted as awarded, without substitution. The Contest Prize is not convertible to cash nor for resale, except at the Sponsor's sole discretion. The Sponsor reserves the right, in its sole discretion, to substitute another prize or component of the Contest Prize (or cash equivalent) of equal or greater value without liability in the event that the Contest Prize or any component of the Contest Prize cannot be awarded as described for any reason.

6. ODDS OF WINNING

The odds of winning the Contest Prize depend on the number of eligible entries received during the Contest Period.

7. WINNER SELECTION & NOTIFICATION

The selection of potential winners will take place at approximately 4:00 p.m. PDT on September 15th, 2020, at the Sponsor's offices located at 301 – 887 Great Northern Way, Vancouver, B.C.

V5T 4T5. Five (5) potential winners will be selected from among all eligible entries received during the Contest Period. The winners will be selected via random draw.

The Sponsor or its designated representative will make a maximum of three (3) attempts to contact a selected entrant through the email address provided at the time of booking the Christmas Services within five (5) business days of the applicable selection date. If a selected entrant cannot be contacted within three (3) attempts or five (5) business days of the applicable selection date (whichever occurs first), despite customary diligent efforts, or if there is a return of any notification as undeliverable; then the selected entrant will be disqualified (and will forfeit all rights to the Contest Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to select an alternate eligible entrant from among the remaining eligible entries (in which case the provisions of this section shall apply to such new selected entrant).

Before being declared a winner, the selected entrant must:

- (a) correctly answer a mathematical skill-testing question to be administered by a representative of the Sponsor;
- (b) Produce valid identification and, if requested by the Sponsor, proof of age and photo identification;
- (c) Comply with all terms and conditions set out in the Contest Rules;
- (d) Sign a Declaration, Release and Indemnity Form ("**Winner Release**") within the time period specified on that document, which among other things:
 - i. confirms compliance with the Contest Rules;
 - ii. acknowledges acceptance of the Contest Prize as awarded;
 - iii. releases the Contest Group and each of their respective officers, directors, agents, representatives, successors and assigns (collectively, the "**Released Parties**") from any and all liability in connection with this Contest, the selected entrant's participation therein, and/or the awarding and use/misuse of the Contest Prize or any portion thereof; and
 - iv. agrees to the publication, reproduction, re-posting and/or other use of the selected entrant's name, address, voice, statements about the Contest, and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the internet.

If a selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; and/or (c) cannot accept the Contest Prize for any reason, then such entrant will be disqualified (and will forfeit all rights to the Contest Prize) and the Sponsor reserves the right, in its sole and absolute discretion, to randomly select an alternate eligible entrant from among the remaining eligible entries (in which case the provisions of this section shall apply to such new selected entrant).

8. WINNER

To request the name of the winner, send a self-addressed, stamped envelope to Shack Shine Giveaway Contest, Attention Marketing Department, 301 – 887 Great Northern Way, Vancouver, B.C. V5T 4T5. Requests must be received within four (4) weeks of the end of the Contest Period.

9. INDEMNIFICATION

By participating, entrants agree to release, discharge, indemnify and hold harmless the Released Parties from and against any and all claims, causes of action, demands, loss, injury, damage or liability whatsoever which may arise or occur in connection with or as a result of:

- (a) the acceptance, possession, use or misuse of the Contest Prize;
- (b) the administration of the Contest; or
- (c) participation in this Contest or any related activity.

10. LIMIT OF LIABILITY AND TERMINATION

Without limiting the release and indemnifications addressed in sections 7 and 9 above, and for greater certainty, and to the extent permitted by law, the Released Parties (which include, among others, the Sponsor) will not be liable or responsible for any typographical or other errors in the printing, offering or description of the Contest Prize or any other materials produced in connection with the Contest. The Released Parties are not responsible for lost, late, stolen, misdirected, falsified, incomplete, inaccurate, mutilated, destroyed or illegible entries nor for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials or for technical, network, electronic, computer, hardware or software malfunctions or limitations of any kind or inaccurate transmissions of or failure to receive entries by the Sponsor on account of technical problems or traffic congestion on the Internet or at any website or any combination thereof. If, for any reason, including infection by computer viruses, bugs, tampering, unauthorized intervention, fraud, technical failures or any other causes, the administration, security, fairness, integrity or proper conduct of the Contest is corrupted or affected, the Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest. In addition, if for any reason, in its sole discretion, the Sponsor determines that the Contest should not or cannot be run as planned, the Sponsor may cancel, terminate, modify or suspend the Contest. In no case will the Sponsor be required to award more prizes than indicated in these Contest Rules or award prizes other than in accordance with these Contest Rules.

The Contest is in no way sponsored, endorsed or administered by, or associated with Instagram, Twitter or Facebook or any other social media platforms through which the Contest is advertised (the “**Unrelated Platforms**”). By entering this Contest, you understand and agree that you are providing your information to the Sponsor and not to the Unrelated Platforms or any of them. The information you provide will only be used in accordance with these Contest Rules and the Sponsor’s Privacy Policy. The Unrelated Platforms are completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not to any of the Unrelated Platforms.

11. PRIVACY AND USE OF PERSONAL INFORMATION

By entering this Contest, you consent to the collection, use and disclosure of your personal information to the Sponsor for the purposes of administering the Contest and in accordance with these Contest Rules and the Sponsor's Privacy Policy <https://www.shackshine.com/privacy-policy/>. No communication unrelated to the Contest, commercial or otherwise, will be sent to an entrant by the Sponsor, unless the entrant has otherwise authorized the Sponsor to do so or as permitted by law.

Participants agree that the Sponsor may share their personal information with other members of the Contest Group who may be providing specific services related to the Contest or the delivery of the Contest Prize. Members of the Contest Group are required to keep personal information secure and confidential and to respect the Sponsor's Privacy Policy. Their use of personal information is always restricted to the services that will be carried out for the Sponsor and to no other purpose than what is necessary to fulfill their obligations.

By participating, entrants consent to the use of their name, address, photographs, likeness and/or any statement submitted with the entrant's entry in any advertisement, publicity or promotion carried out by the Sponsor or its authorized agents in connection with the Contest in any and all venues or media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification.

12. INTELLECTUAL PROPERTY

All intellectual property used by the Sponsor in connection with the promotion and/or administration of the Contest, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by the Sponsor and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.

13. GENERAL RULES

By entering the Contest, the participant agrees to abide by the Contest Rules and the decisions of the Sponsor with respect to all aspects of the Contest, which are final and binding.

By entering the Contest, the participant agrees to the publication, reproduction, reposting and/or other use of the participant's photograph(s) entered in the Contest without further notice or compensation, in any publicity or advertisement carried out by the Sponsor in any manner whatsoever, including print, broadcast or the internet.

All entries become the permanent property of the Sponsor.

This Contest is subject to all applicable federal, provincial, state and municipal laws of Canada and/or the United States of America. Void where prohibited or otherwise restricted by law. No correspondence will be entered into except with the selected entrants.

The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Contest Rules, without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason.

The Sponsor reserves the right, in its sole and absolute discretion, and without prior notice, to adjust any of the dates and/or timeframes stipulated in these Contest Rules, to the extent necessary, for purposes of verifying compliance by any entrant or entry with these Contest 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 Contest Rules, or for any other reason.

The invalidity or unenforceability of any provision of these Contest Rules shall not affect the validity or enforceability of any other provision. In the event of any discrepancy or inconsistency between the terms and conditions of these Contest Rules and disclosures or other statements contained in any other Contest-related material, the terms and conditions of these Contest Rules shall prevail, govern and control.