

There is **NO PURCHASE NECESSARY** to participate in this contest. A purchase will not increase your chance of winning.

## Rubbermaid® LunchBLOX™ RESP Contest

### OFFICIAL RULES

By entering this Contest, entrants agree to abide by these Official Rules. The decisions of the Sponsor with respect to all aspects of the Contest are final. The information you provide will only be used in accordance with the Contest Sponsor's privacy policy.

#### 1. CONTEST DESCRIPTION

The Rubbermaid® LunchBLOX™ RESP Contest (the "Contest") begins at 12:00:01 AM (ET) on July 24, 2017, and concludes at 11:59:59 PM. (ET) on September 18, 2017 (the "Contest Period"). For purchase entries, valid only on Eligible Purchases from July 24, 2017 to September 18, 2017 (inclusive) and for non-purchase entries, valid only on requests postmarked from July 24, 2017 to September 18, 2017 (inclusive) and received by September 23, 2017. The Contest is brought to you by Newell Industries Canada Inc., (the "Contest Sponsor" or "Sponsor") located at 586 Argus Road, Oakville, Ontario, L6J 3J3, and is administered by Snipp Interactive located in Bethesda, MD, U.S.A. RealTime Media is the "Contest Judging Organization," located in West Conshohocken, PA, USA.

#### 2. ELIGIBILITY

The Contest is open to all legal residents of Canada who have reached the age of majority in the province/territory in which they reside as of the first day of the Contest Period.

Notwithstanding this, the Contest is not open to the employees, agents or representatives of the Contest Sponsor, IN Marketing Services Canada, Snipp Interactive and the Contest Judging Organization (including their respective divisions, subsidiaries, affiliates and advertising or promotional agencies) and suppliers providing prizes or other materials or services in connection with this Contest (collectively, the "Excluded Individuals"). This Contest is also not open to the immediate family members of the Excluded Individuals, and all other persons with whom the Excluded Individuals reside.

In the event of a dispute regarding the identity of an Entrant, the Entry will be deemed to have been made by the authorized account holder of the email address submitted at the time of entry, where "authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access or online service provider, or other person or organization responsible for assigning email addresses for the domain associated with the email address submitted at the time of entry. For the purpose of this Contest, an "Entrant" is defined as the originator or initiator of an Entry.

#### 3. HOW TO PARTICIPATE

(A) For a chance to win the Grand Prize, either:

- (i) **Enter with purchase:** Starting on July 24, 2017, text RUBBERMAID to 76477 to receive a link that will direct you to the Contest site or go directly to [www.rubbermaidresp.ca](http://www.rubbermaidresp.ca) (the "Contest Site"). At the Contest Site, you'll be prompted to upload your original cash register receipt showing the purchase of any one (1) participating Rubbermaid® LunchBLOX™ product(s), such products listed in Appendix I, in a single transaction occurring between July 24 and September 18, 2017 (inclusive) (the "Eligible Purchase"). Receipt must clearly show items purchased, store, date and time of purchase. After uploading your receipt you will be required to enter your first and last name, mailing address including postal code, email address and daytime telephone number including area code, as well as, confirm that you are of the age of majority in the province in which you reside and that you have read and agree to be legally bound by these Official Rules and Sponsor's Privacy Policy available at: <http://www.rubbermaid.com/en-US/privacy-security> (the "Entry").

Registration and upload of receipt must be completed by September 18, 2017. Contest is fully accessible via the Internet. If you choose to use a wireless device, message and data rates may apply. Check your wireless carrier for pricing plan details and wireless capabilities.

By participating via text, standard text rates apply and you consent in writing to receive up to one (1) text message by an automated telephone dialing system regarding the promotion to the number you provided to Snipp Interactive. Consent to these terms is not a condition of purchase. Text STOP to opt-out or HELP for help.

- (ii) **No Purchase Entry:** To enter without purchasing, visit <http://rubbermaidresp.ca/en/NoPurchase.aspx> where you will need to provide your complete name, address, telephone number, and email address (also an "Entry").

**Limit of one (1) Entry for the Grand Prize contest per person/email regardless of method of entry.**

#### **4. SELECTION OF WINNERS**

The Grand Prize draw will be held on or about Monday, October 2, 2017 at 10:00:00 AM (ET) in West Conshohocken, PA, USA and conducted by the Contest Judging Organization. Odds of winning a Grand Prize depend on number of eligible entries received.

#### **5. PRIZES**

This Contest will award Three (3) Grand Prizes as follows:

**Grand Prizes:** There will be Three (3) Grand Prizes to be won. Each Grand Prize will consist of one (1) \$5,000 CDN cheque, to be used toward a Registered Education Savings Plan contribution.

Grand Prize Draw will be held on Monday, October 2, 2017 at 10:00:00 AM (ET) in West Conshohocken, PA, USA.

If any provisional winner is not in compliance with these Official rules ("**Official Rules**"), the Contest Judging Organization shall disqualify such Entrant from the Contest and select further Entrants from the remaining entries until winners are all declared.

Limit of one (1) Grand prize per person or household throughout the Contest Period.

Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value.

All contest draws will take place at the Contest Judging Organization in West Conshohocken, PA, USA.

#### **5. CONTACT WITH PROVISIONAL WINNERS AND FINALIZATION OF WINNERS**

In order to be declared an official winner by the Contest Sponsor or its appointed Contest Judges (separately and together "**Contest Judges**"), a provisional winner must be in compliance with these Official Rules and, in particular, the following:

5.1 Comply with the Contest entry procedures in Rule 3 above, as applicable.

5.2 The provisional winner must have been responsive by email within the time limits indicated in these Official Rules to attempted contact by Contest Sponsor or its agents.

5.3 All provisional winners must complete, sign and return a standard form declaration of eligibility, (where legal) publicity release, and compliance and release/indemnity in favour of the Releases

described therein ("**Release Documentation**"). The Contest Sponsor, participating Agencies including but not limited to IN Marketing Services Canada, Snipp Interactive, and the Contest Judging Organization ("Released Parties") will not accept any liability for any loss (including, without limitation, indirect, special or consequential damages or loss of profits), expense, damage, personal loss, property loss, injury, accident, death, illness or liability of any nature which is suffered or sustained (whether or not arising from any person's negligence) in connection with this Offer.

The Release Documentation will contain a mathematical skill-testing question which all provisional winners must correctly answer without mechanical aid in order to qualify to receive their applicable prize.

5.4 Any prize (or prize portion) forfeited by any winner may, at the Contest Sponsor's option, be awarded to an alternate Entrant.

If a provisional winner is determined to not be in compliance with the Official Rules, the Contest Judges shall disqualify such provisional winner from the Contest and the next Entrant selected from the remaining eligible entries shall become the alternate provisional winner ("**alternate provisional winner**").

After an email is sent and/or a telephone call is made to a provisional winner, that provisional winner shall have five (5) business days to reply to the phone call and/or email to claim the corresponding prize, failing which the provisional winner may be disqualified in favour of an alternate provisional winner. Similarly, after Release Documentation is sent to a provisional winner, that provisional winner shall have five (5) business days from receipt thereof to execute and return the Release Documentation, failing which the provisional winner may be disqualified in favour of an alternate provisional winner.

Entrants will not be individually contacted, except for selected Entrant provisional winners and alternate provisional winners (if any), who will be contacted by email and/or telephone in the case of the grand prize draw.

## **6. GENERAL**

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Official Rules.

**ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE OFFICIAL RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.**

The Released Parties will not be liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of access to and use of the Contest, including without limitation:

- (i) any failure of a point of sale purchase system during the Contest;
- (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software;
- (iii) the failure of any Entry, Eligible Purchase, Request and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the Internet or at any website or due to late or lost Entries sent by mail
- (iv) any injury or damage to an Entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or any combination of the above.
- (v) In no event shall the Sponsor's total liability to you for all damages, losses or causes of action exceed \$100. Without limiting the foregoing, this Contest and all prizes are provided "as is" without warranty of any kind, implied or direct. Some jurisdictions may not allow the limitation of implied warranties so some of the above limitations or exclusions may not apply to you. Check your local laws for any restriction regarding these limitations or exclusions.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Official Rules) in any way, in the event of any cause beyond the reasonable control of the

Sponsor that interferes with the proper conduct of this Contest as contemplated by these Official Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law.

The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Official Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the forgoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each Entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using any personal information captured or submitted only for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy (available at <http://www.rubbermaid.com/en-US/privacy-security>) This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Official Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Official 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 Official Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Official Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Official Rules shall prevail, govern and control to the fullest extent permitted by law.

Except where prohibited by law, the parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest and any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the Province of Ontario, City of Toronto.

**THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES.**

For any matters which are not subject to arbitration as set forth in the Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the provincial and federal courts located in or closest to the City of Toronto in the Province of Ontario. The parties agree not to raise the defense of forum non conveniens.

**For Quebec Residents:** Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

**7. LIMITS VERIFICATION:**

All Entries and Eligible Purchases 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): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry or Eligible Purchase and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its

sole and absolute discretion, for the purposes of administering this Contest in accordance with these Official Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Sponsor's official clock.

## Appendix I

### PARTICIPATING RUBBERMAID® LUNCHBLOX™ FOOD STORAGE CONTAINERS

<b>Description</b>	<b>Item Name</b>	<b>UPC</b>
KIT LBX KIDS TALL GIRL CA	Rubbermaid® Kids LunchBlox™ Kit - Girl Tall	71691484684
KIT LBX KIDS TALL BOY CA	Rubbermaid® Kids LunchBlox™ Kit - Boy Tall	71691484691
KIT LBX KIDS FLAT GIRL CA	Rubbermaid® Kids LunchBlox™ Kit - Girl Flat	71691484295
KIT LBX KIDS FLAT BOY CA	Rubbermaid® Kids LunchBlox™ Kit - Boy Flat	71691484301
KIT LBX SALAD CA -GUAC	Rubbermaid® LunchBlox™ Salad Kit	71691452140
KIT LBX SAND CA -GUAC	Rubbermaid® LunchBlox™ Sandwich Kit	71691452164
KIT LBX ENTREE CA -GUAC	Rubbermaid® LunchBlox™ Entrée Kit	71691452188
KIT VAR LBX LG ENTRE 12PC CA -ASTDA	Rubbermaid LunchBlox™ Leak-Proof Large Entrée Kit - 12 PIECE	71691505693
KIT VAR SM LBX ENTREE 9PC CA -ASTDA	Rubbermaid® LunchBlox™ Leak-Proof Small Entrée Kit - 9 PIECE	71691505686